

STATE BANK OF INDIA- LOCAL HEAD OFFICE
Office Administration Department
3th Floor, LHO Building
Ahmedabad-380001

INVITATION FOR TENDERS FOR CATERING SERVICES - OFFICER CANTEEN AT
LOCAL HEAD OFFICE GIFT CITY, GANDHINAGAR
Tender Document No. SBI/ADMIN/2024 DATED: 27.03.2024

Tender Schedule

| | |
|---|-------------------|
| Start date of the Tender Documents | 27/03/2024 |
| Pre Bid Meeting for the Tender Documents | 10/04/2024 |
| Date of opening of the Technical Bid | 17/04/2024 |

(Any change in the above dates will be intimated in advance.)

NAME OF THE TENDERER:-----

ADDRESS :-----

PIN :-----

CONTACT NO. LANDLINE :-----

MOBILE NO :-----

E-MAIL :-----

The tender documents can be downloaded from the website www.sbi.co.in

**The bank will not be responsible for any postal delay or loss or non receipt of tender documents.
No consideration will be given to a tender received after the date and time specified above.**

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DISCLAIMER

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

This Tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this Tender invitation is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender invitation does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender Document 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, update, amend or supplement the information in this Tender Document. 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.

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(A) NOTICE INVITING TENDER

1. STATE BANK OF INDIA, OAD, 3th Floor, Local Head Office, Ahmedabad invites sealed tenders from the reputed agencies/contractors for providing Catering services at new LHO Building, Gift City, Gandhinagar.

2. The tender documents consisting of the terms and conditions and the acceptance thereof and price bid should be submitted in single stage in separate two sealed envelopes - PART-‘A’ and PART-‘B’; PART-‘A’ containing the tender document and Pre-qualification/Technical parameters as per Annexures and EMD and PART-‘B’ containing the Price Bid (ANNEXURE-IV).

3. The invitation for tender document contains 27 pages serially numbered. Each page of the tender documents should be signed and stamped with the rubber seal of the establishment.

4. The tenders shall be submitted in the following manner and shall contain details / documents as listed below:

(i) Sealed tenders addressed to the Assistant General Manager (OAD), State Bank of India, 3th Floor, Local Head Office, Lal Darwaja, Ahmedabad-380001 may be submitted in the form of two bid system as per the procedure prescribed in the tender document by not later than 17.00 hrs on 17.04.2024.

(ii) One sealed envelope superscribed “**Technical Bid**” shall contain the following:-

- Declaration on the letter head of the bidder (as per performa given in Annexure-IIIB) duly filled.
- Duly filled and signed Technical Bid in performa annexed on the letter head of the bidder.
- Other related documents mentioned in Technical Bid (Part-A).
- A complete set of the tender document (except Commercial/Price bid) as issued, duly filled and signed by the bidder.
- Demand Draft towards the EMD in the name of Assistant General Manager (OAD), State Bank of India, LHO, Ahmedabad payable at Ahmedabad.
- List of Works executed during last 3 years towards Catering Services (Annexure-IIIA), documents mentioned thereat.

(iii) One sealed envelope superscribed “**Commercial/Price Bid**” as in Annexure-IV. The contractor is to quote the charges and GST for services to be provided as per Annexure IV on the basis of items, periodicity etc. detailed in Annexure – I to III for above location. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

(iv) To rule out the quote of unreasonably low rates which may not be feasible for maintaining the quality / brand of food / beverages as required, Bank has decided a **MINIMUM BENCHMARK RATE** per plate and reserves the right not to consider such bids as may be found having rate below the pre-decided Bank's Benchmark Rate.

(iv) (a) **The MINIMUM BENCHMARK RATE per plate set by tender committee is Rs. 70/- below this rate the bid will be treated as rejected.**

(v) Both the sealed envelope i.e. **Technical Bid & Commercial/Price Bid** shall be put in a separate sealed cover. All these three covers shall be super scribed with the name of work as “Tender For Catering Services at Officers Canteen of State Bank Of India, LHO, GIFT City, Gandhinagar and

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shall reach State Bank of India, Local Head Office, LHO, Ahmedabad on or before 5.00 pm hrs on 17.04.2024.

(vi) Each page of tender shall be signed by an authorized person of the firm/company and duly stamped.

(vii) A composite bid i.e. Offers with rates indicated in the **Technical Bid** is liable to be ignored & rejected summarily.

(viii) Before submitting the bid, the intending bidder may visit the site and familiarize himself /herself thoroughly with the site conditions, scope of work, terms and conditions of the tender. Non-familiarity with the site conditions will not be considered a reason for not carrying out the work in strict conformity with specifications.

(ix) Tenders not submitted as per the guidelines stated above, are liable for rejection. Tenders received after the prescribed time and date will not be considered.

(x) Corrections, if any, in the quotation should be duly authenticated with full signature. In case of any difference between the figures and the wordings, the wordings will be taken as the correct one.

(xi) No deviations / conditions will be stipulated by the contractor in both technical and commercial bids. Conditional tenders will not be accepted and will be summarily rejected.

(xii) Falsification/suppression of information shall lead to disqualification of the bidder / cancellation of contract even after award of work during the currency of the contract.

5. In the first stage of evaluation process, only Technical Bid (Part-A) of the bids will be opened on – **18.04.2024 at 3.30 p.m. Bank will evaluate technical bids on the basis of scoring sheet**The Technical Bids will be evaluated for credentials, experience, capability based on documents submitted in technical bid, physical inspection of their establishment, physical inspection of their client's site, obtain feedback on their past performance from their clients. Those bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of these documents shall be short-listed. The decision in this regard will be at the sole discretion of the Bank.

6. Under the second stage of evaluation process, the Commercial Bid (Part-B) of only those bidders, who have been short-listed earlier in the first stage will be opened. The bidders, who have been short- listed, would be intimated regarding date and time of the opening of the commercial bid.

7. Tenderer may note that if the date of tender opening given in this Tender Document is declared a closed holiday by the RBI/SBI/under Negotiable Instrument Act, the tender shall be opened on the next working day at the same timing.

8. Tendering firms are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the Schedule. The name and address of the representative authorized to attend the opening of the tender on behalf of a tendering firm should be indicated in the Technical Bid. The representative so deputed should also bring with him/her a letter of authority from the firm for having been authorized to be present at the time of opening of tender. The name and address of permanent representative of the firm, if any, should also be indicated in the tender. Representatives of firms who have not submitted the tender or representatives not possessing authority letter from the participating tenders or outsiders shall not be allowed to attend the tender opening.

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9. The CVC guidelines issued from time to time as applicable in the matter must be meticulously complied with.

(B) ELIGIBILITY CRITERIA

Tenderer who fulfils the following requirements shall be eligible to apply:

1. The contractor/bidder should have satisfactorily carried out **Catering Services** for Banks, Public Sector Undertakings (PSUs), Multi National Companies (MNCs) during last 3 (Three) financial years (Specify years). Certificates from the clients for satisfactory performance be attached.
2. The tenderers shall have their unit/administrative office based in Ahmedabad / Gandhinagar.
3. Average Annual Turnover of the tenderer during last three years ending March 31, 2023 should be at least Rs. 30 lakhs.
4. Bidder should have applicable licenses/registrations with statutory authorities to carry on business of catering and housekeeping.
5. The bidders shall submit documentary evidence in support of the above eligibility criteria.
6. Bidder should **deposit Rs 1,00,000/- by** means of a Demand Draft/Banker's cheque or Pay Order drawn in favour of " Assistant General Manager (OAD), State Bank of India, LHO, Ahmedabad " payable at Ahmedabad as Earnest Money Deposit (EMD). Tenders without the EMD will not be considered and will be summarily rejected.
7. Track record of bidder should be clean and should not have any involvement in illegal activities or financial frauds. There should not be any case with the Police/Court/Regulatory authorities against the bidder.
8. Bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
9. Bidder must not have been suspended / delisted / blacklisted by any organization on any grounds.
10. In this connection further, relating to the eligibility criteria the bidder should attach the following documents, as applicable.
 - (a) Certificate of Incorporation, Article & Memorandum of Association in case of company / partnership deed in case of a partnership firm.
 - (b) Certificate of Registration with Labor Department.
 - (c) Certificate of registration with Professional tax office.
 - (d) Certificate of Registration under GST Act if applicable.

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- (e) Certificate of Registration under Shops & Establishment Act.
- (f) Certificate of Registration with the office of Regional Provident Fund Commissioner.
- (g) Certificate of Registration with Employees State Insurance Corporation
- (h) Audited Financial Statement (P&L and Balance Sheet) for the last three financial years.
- l) Income tax Assessment for the last three financial years
- j) POA or Board resolution of directions for authority to submit and execute tender documents.
- k) License required to run the catering business.

(C) EARNEST MONEY DEPOSIT

A Draft/Bankers Cheque or Pay Order for Rs. 1,00,000/- (Rupees One Lakhs only) as Earnest Money Deposit is required to be deposited alongwith the tender otherwise the tender shall be rejected at first instance. EMD of the unsuccessful bidders will be returned after finalization of the tender. The successful bidder will have to provide Performance Guarantee as stipulated below to have the EMD amount refunded. EMD will not carry any interest.

(D) SECURITY DEPOSIT

The contractor, to whom, the contract will be awarded, shall have to deposit a sum equivalent to one month's amount quoted in the tender in the form of a STDR in the name of contractor marking lien in the name of the bank as security Deposit for the period of contract, within 7days from the date of award of work. The security deposit will be refunded only on completion of the contract. Failure of the bidder to submit the above-mentioned Security Deposit shall constitute sufficient grounds for annulment of the contract award. If the successful bidder fails, in course of the contract period, to comply with the terms and conditions of the Agreement/contract, the security deposit may be forfeited in full or in part as decided by the Competent Authority. The Security deposit will not carry any interest and will be refunded only on completion of the contract. The security deposit will be refunded within a month of the expiry or termination of the contract as the case may be after adjusting the dues payable by the contractor to the Bank.

(E) SCOPE OF WORK

1. The contractor is to quote monthly charges excluding GST for services to be provided as per Annexure IV on the basis of items, periodicity etc. detailed in Annexure – I to III for above location.
2. The catering services will be for the SBI staff in LHO Building along with their guests, friends or relatives and visitors.

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I. CATERING SERVICES:

3. The contractor shall engage sufficient number of staff including supervisor(s) for upkeep and maintenance of officer's mess / staff canteen premises. The contractor shall arrange daily cleaning of all toilets within the officer's mess / staff canteen with first grade phenyl and detergent soap, toilet paper and other materials which will be eco - friendly are to be supplied at the contractor's cost.
4. The contractor shall arrange for dry cleaning, vacuum cleaning of curtains / blinds and other items of furniture etc. supplied by the bank. The contractor shall maintain electrical installation and plumbing work within the officer's mess/staff canteen at his cost and risk. The cost of replacement of items which are irreparable shall be borne by the bank (excluding labour charges).
5. The contractor shall ensure opening and proper locking of officer's canteen. In case of any breakage, pilferage of any fixture and / or furniture, equipment etc. the responsibility shall lie with of the contractor.
6. Duplicate set of keys should always be available with the Supervisor of the officer's canteen .
7. The contractor will be responsible to attend to all complaints within the purview of the contract. Complaint / Suggestion Register will also be made available at the reception counter of the officer's mess / staff canteen.
8. The contractor should be ready to provide catering services on all working days as per the requirement of the bank on holidays also between 9.00 a.m. To 7 p.m. (Normal Lunch Period is from 1.00 p.m. To 3.00 p.m.) In case of any change the contractor will be intimated accordingly.
9. The catering services should be provided as per the “ Menu” described at Annexure - III according to the terms and conditions and timings decided by the bank from time to time.
10. The quality of ingredients used in preparation of the eatables and beverages etc. shall be of Agmark quality and/ or as decided by the Bank from time to time. Suggested Brand/quality is indicated in the enclosed Annexure-II.
11. **The contractor shall be paid for the assured lunches on the agreed rates and the cost of additional lunches supplied thereafter. Only the members of staff along with their friends and relatives will be permitted to use the catering services.**
12. The contractor will charge, in case of additional canteen services, the cost of tea, snacks, light meals/ full meals/ buffet system per item/ person as per the rates mutually settled between contractor and The Assistant General Manager (Admin.) or the Bank's authorized official/ committee. The rates advised by the bank to the contractor will be final. This cost will be charged by the contractor or his representative as per the advise or system devised by the Bank in this regard, which may be in cash or in coupons issued by the Bank, issued to the officials for availing the facility.

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13. The Bank shall pay for electricity bill used in cooking. The contractor will be provided standard cooking utensils of very high standard, crockery and cutlery as per requirement. The table linen and cloth napkin will be changed daily and washed at contractor's expense. The said items shall be of first class quality to the full satisfaction of the bank, whose decision in this regard shall be final and binding on the contractor.
14. The contractor shall be provided by the bank the article used in kitchen such as :
- . Cooking Range
 - . Water coolers
 - . R.O. System or Packaged water cans for drinking purpose only
 - . Deep Freezer
 - . Hot case, Electric toaster, tandoor & microwave ovens of suitable capacity.
 - . Storage cup-boards, chairs, work-tables and sofa set etc.
 - . Electrical, plumbing fitting and Geysers.
 - . Serving platform(s) for buffet system

Above gadgets shall be provided by the bank in running condition and maintenance will be done by the contractors. After completion of the contract period the contractor has to hand over the same in running condition to the bank.

The contractor shall maintain proper record and take care of the said articles/ equipment as a bailee, in terms of Indian Contract Act and return all these equipment in good and working order on the expiry / termination of the contract.

15. The consumption of liquor or any such items etc. shall be strictly prohibited.
16. All Queries relating to the performance of the obligations under this agreement and to the quality of ingredients used in preparation of food and beverages and all the disputes and differences, which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by the Circle Development Officer at Local Head Office, Ahmedabad/Gandhinagar whose decision shall be final, conclusive and binding on the parties to this agreement.
17. In the event of insufficient / bad quality / non-serving of any eatable(s) agreed upon to be served, the bank will be within its rights to recover suitable amount as penalty from the contractor's bill. The quantum of penalty may be decided by the bank and shall be binding on the contractor.
18. Tea and snacks will be served by the contractor's staff at each floor of the entire LHO. |

19. Store provided for keeping raw material shall be kept under locking. Material shall be issued for preparation as per the requirement / satisfying the menu so that to ensure correct quantity is used for preparation, for example, required per menu per person taken on average basis.
20. It will be the responsibility of the contractor to minimize fire & Electrical safety hazards, switch off all lights, fans, AC's and other electric equipment's before closing on each day. Use of Rubber Boots/shock proof boots by the persons using electrical cooking equipment.

(F) TERMS AND CONDITIONS

1. The Contractor shall engage the services of sufficient number of able, trained and skilled persons for cooking and serving of food and service areas at his cost. The cook(s) shall be expert in preparation of veg. and non-veg of various types of North Indian, South Indian and continental dishes. The attendants/pantry-boy-cum-helpers/cooks and other staff should wear smart and neat uniform of similar pattern (pattern to be got approved from the Bank) with their name-badges including valid Identity Card all provided by contractor. Such persons will not have any claim for employment in the Bank now or at a future date. Minimum Requirement to handle Officers' Canteen will be **1 Supervisor, 1 Cook, 2 Helper to Cook, 3 Serving Staff, i.e. at least 7 persons. However, Vendor should decide enough persons deployed so that services are not hampered at any time during the day.**
2. The contractor will ensure that the supervisor engaged by him verifies the condition of all the electronic, furniture and sanitary items etc. provided in the officers' Canteen on daily basis and shall ensure that they remain in working condition by arranging for necessary upkeep.
3. The contractor would get the police verification of all his employees hired for the purpose done, a copy of which will be submitted to the Bank. List of employees with their Names, Photographs, Permanent addresses, Local addresses, Contact Numbers and identity cards (i.e., Aadhar Card, Pan Card etc.) will be kept at the Officers' Canteen with a copy submitted with the Bank.
4. All liabilities arising out of violation of local laws and/or central laws shall be the contractor's responsibility. He will remove any person(s) who may, in the opinion of the Bank, be unsuitable or incompetent or who may indulge in misconduct and such a person shall not be re-employed or allowed to remain in the work/campus without explicit permission from the Assistant General Manager (Office Administration). It will be the contractor's responsibility to ensure that the obligations under the Contract are duly met and observed.
5. Disposal of all garbage shall be the responsibility of contractor. The black plastic bags will be provided by the contractor for the dust bins of kitchen etc. daily all at his/her cost.
6. The contractor shall carry out improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints/suggestions, if any, made by the Bank's Officials or Assistant General Manager (Administration). The contractor shall bring the Complaint Register to the Assistant General Manager (Administration) with action taken on the complaint at fortnightly interval or as and when required for further putting up to the Competent Authority.

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7. The contractor shall be responsible for any loss due to theft/pilferage of/ damage to the Bank's property, including the fittings, fixtures or other equipment, from any portion of the building under the Contractor's occupation, or entrusted to them, when such loss/damage, in the Bank's opinion is caused due to negligence or carelessness or any fault on contractor's part or that of his/her representative or any of his/her employees. He/She (the Contractor) shall be liable to pay to the Bank such amount in respect of such damage as may be assessed by Bank.

8. The water for drinking and cooking will be supplied by the Bank. In case of shortage, the matter should be brought to the notice of the concerned staff immediately.

9. The contractor shall not permit any portion under their charge or any area in the Officers' Canteen to be used for residential purpose by him and/or any of his employee/ representatives/agents etc. in the LHO Building. They shall not overstay in the LHO building.

10. All consumable material and equipments required for day to day service are to be arranged by the contractor and shall be of best quality and approved by the Bank (more details mentioned in the annexure-II), which shall also be available for inspection by the officials from the department, as and when warranted.

11. The contractor shall fully comply with all the applicable laws, rules and regulations. The contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance of any statutory provisions/obligations. The contractor shall be responsible for maintaining record pertaining to payment of Wages Act and also for depositing the P F Contributions, if required, with authorities concerned and also ensure to afford credit of salary in their accounts.

12. The contractor binds himself, his executor or administrator and agrees to indemnify and hold harmless the Bank, in respect of this contract, including all claims, damages proceedings, costs, charges and/or any expenses whatsoever, which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of the contract in respect of violation of any of the provisions of Law/Act/Rules or Regulations having the force of law, and/ or o/a an Award of Decision by any Competent Tribunal, Court or Authority in respect of the workmen or any one employee/engaged by the contractor/ sub- contractor in connection with this contract. This indemnity shall survive even after termination of the contract.

13. The contractor shall undertake to bear all taxes, rates, charges, levies or claims, whatsoever as may be imposed by the Central/State Government, Local Body or Authority. The contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc. for executing the Agreement with the Bank.

14. The contractor's rate shall remain fixed throughout the contract period. The contractor shall be paid at monthly intervals upon presenting their bill(s).

15. All services are to be provided in such a way that the Bank's Executives/Officials are not disturbed

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in any manner.

16. The contractor will be provided electricity/telephone connections as required by the Bank. The Bank will bear the cost of electricity etc. The telephone facility should be strictly used only for service purposes.

17. The contractor shall arrange for daily cleaning and disinfection of all kitchen utensils at his cost.

18. The tender shall be valid for 90 Days from the date of submission. If due to unavoidable circumstances, it is delayed, fresh tender will be called.

19. The bids of the applicants, who have not furnished EMD and do not meet the eligibility criteria as specified by Bank, shall be rejected.

20. Tenderers are advised to visit State Bank of India, Local Head Office, Ahmedabad -380001 before quoting the rate to understand the process viz. Site condition and seeking clarification, if any, from the Bank. In case of any information furnished by the applicant is found to be incorrect at a later date, the tenderer shall be liable to be debarred from the process of tendering/taking up the work. The bank reserves the right to verify the particulars furnished by the applicant independently.

21. Sub Contracting shall not be permitted in the event of award of work/contract to the successful bidder.

22. The successful bidder will have to commence the catering services withing 7 days of intimation to them.

23. The Bank will not be responsible for any postal delay/loss/non-receipt of the tender documents. No consideration will be given to the Tender received after the date and time specified above.

24. The intending bidders are free to contact at our Office at address given above (3th floor of LHO Building) during pre-bid meeting for any clarification or for issues.

26. The court in Ahmedabad/Gandhinagar shall have the jurisdiction in respect of any or all matters relating to or connected with the Tender.

27. If any tenderer withdraws his tender after submission or makes any modifications to this which are not acceptable to the Bank, the tender will be treated as having rejected.

28. The tenderer should quote rates after considering the rate to be charged more particularly described in Annexure IV.

29. The bidder should upload COMMERCIAL BID ANNEXURE IV when asked after opening of Financial / Commercial Bid for price breakup.

30. The Contractor shall be responsible to register himself and obtain a valid license under the Contract Labour (Regulation and Abolition) Act 1970 and Rules there under and the contractor must comply

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with and carry out all the provisions and obligations under the said Act and Rules there under, including renewal of license and furnishing of all information to the Bank as may be required by the Act/Rules and the Contractor shall indemnify the Bank against the penalties/claims arising out of non compliance / partial compliance of the Act/Rules and/ or for any other default on their part.

31. The Contractor shall strictly comply with all Labour and such other Statutory Laws in relation to the services to be provided and the personnel engaged by the Contractor and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Contractor. The Bank shall neither be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the Contractor and it shall be the sole responsibility and liability of the Contractor to meet to answer all such claims or demands of the said personnel so engaged, under any law(s)/Rules in vogue, presently / for the material time.)

32. The contractor shall be responsible for the training, allotment of duties, hours of work and timings within time advised by the Bank to the engaged personnel for the purpose. The contractor shall alone have the right to exercise control, give directions and manage the personnel engaged for the purposes.

33. The contractor should possess, for the entire duration of the contract, all licences and registrations as may be required under any law and shall be responsible to register himself and obtain a valid licence under Contract Labour (Regulation and Abolition) Act, 1970 and rules there under. The Contractor shall comply with all rules and regulations in force under the said Act and rules. The Contractor shall comply with all applicable laws, rules and regulations relating to Provident Fund, Payment of Bonus, Minimum Wages, holiday/Sunday, working charges or any other Statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.

34. The Contractor shall be responsible for any loss due to theft/pilferage/damage to the Bank's property under the contractor's area of service of the fittings, fixtures, furniture or other equipment entrusted in his charge or any property belonging to the Bank's Staff/Guest/Customers when such a loss/damage is, in the Bank's opinion, caused due to negligence or carelessness or any fault on Contractor's part or that of his supervisor or any of contractor's labourers and the contractor shall be liable to pay to the Bank such amount in respect of such damages/losses as may be assessed by the Assistant General Manager (Office Admin.) or any other officer authorized in this regard. Further, the contractor shall personally be responsible for good conduct and satisfactory antecedent of his employees/labourers.

35. The Bank will not be responsible financially or otherwise for any injury/death caused to any staff of contractor while executing the work under the agreement. The contractor shall be solely responsible to his employees/labourers for any injury etc. under Workmen Compensation Act or any other law in force applicable at the material time. The contractor shall obtain adequate insurance policy in respect of his workman to be engaged for the work towards meeting the liability of compensation arising out of death, injury or disablement at work etc.

36. The successful tenderer shall execute an Agreement with the Bank on Non-Judicial stamp paper.

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37. The Bank reserve its right to reject all or any of the tender documents without assigning any reason therefore. Further Bank does not bind itself to accept the lowest tender and reserve itself right to cancel the tender process at any stage.

38. (i) The contractor shall be liable to comply with all applicable laws, rules and regulations in respect of all the Labour Laws and statutory requirements, including fire safety regulations and other regulations which are in vogue or will become applicable in future.

(ii) The Contractor shall accept and bear full and exclusive liability for the payments of any or all taxes etc. now in force or hereafter imposed, increased and revised from time to time by the Central or State Govt. or by any other Authority with respect to or covered by Wages, Salaries, or other Compensations paid or payable to persons engaged by the Contractor.

(iii) The Contractor shall fully comply with all the applicable laws, rules and regulations relating to Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (R&A) Central Rule 1971, Provident Fund Act including the payment of P.F. Contribution, Payment of Bonus Act, Minimum Wages Act, Migrant Labour Act and /or such other Acts or Laws or regulations passed by the Central, State, Municipal and Local Government contractor or authority including TDS as per IT Act, applicable from time to time.

(iv) The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far as these relate to the compliance of any statutory provision/obligations. The Contractor shall be responsible for maintaining record pertaining to payment of wages Act and also for depositing the P.F. Contributions, if required, with authorities concerned. Any penalty imposed on bank by the Govt. departments for non compliance of the rules and regulations by the contractor would be payable by the contractor themselves.

(v) The contractor shall be responsible for all the claims for its employees/ labourers and the said employees/labourers of the contractor shall not make any claims whatsoever against the Bank. The contractor's workmen will not have any right whatsoever to get absorbed in the Bank.

(vi) The contractor shall provide weekly off/holiday to his workmen as per Labour laws but it will be the Contractor's responsibility to ensure uninterrupted services to the Bank on all days. The contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from all infectious contagious diseases. The quality of food and hygiene standards should be maintained as per applicable standards of central and state Govt.

(vii) Final award of the contract for catering services will be subject to the approval of Bank's Competent Authority.

(viii) The Contractor shall provide in Officers' Canteen a Menu Card and also the items available there at . The contractor shall display on the Notice Board at Officers Canteen, the following:

(i) Full Menu Card and the rates

(ii) Name of the Contractor and Mobile No. (Key Person)

(iii) Name of the Supervisor with his Photograph & Mobile Number.

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39. The contract for catering services, will be initially for a period of one year and thereafter renewable twice for one year each (on same rates, terms and conditions) at the sole discretion of the Bank, subject to periodical positive review.

40. Wherever all or most of the tenderer quote equal rates, the final selection will be made by draw of lots. In case any cartel formation is suspected, the institute reserves the right to reject any or all the tenders without assigning reasons thereof.

41. The tenderer must obtain for himself at his own responsibility and expenses, all the information and documents necessary including approvals, permissions, risks, contingencies and other circumstances to enable him to make a proper tender and to enter into with the Bank, he must examine the specifications, conditions and seek whatever clarifications he desires before submitting the tender documents.

42. The tenderer shall also bear all expenses in connection with the preparation and submission of his tender. Omission, neglect or failure on the part of the tenderer to obtain requisite, reliable and full information on any matter affecting his tender, the contract and supply, shall not relieve the tenderer whose tender is accepted from any liability under the contract.

43. The contractor shall insure or keep insured against fire, theft, injury, accident and also third party risks all goods, articles, equipment's being used by him or his employees and shall regularly and punctually pay each and all premia as and when the same shall become due, during the currency of the contract.

(G) PAYMENTS:

(i) The Contractor will submit the bills for the services rendered along with salary details of all employees, at the end of each month to the authorized officer.

(ii) The Bank further reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient service, non-adherence to agreed quality of materials or services have been received or noticed by the Bank without assigning any reason whatsoever and no claim will be entertained in this regard.

(iii) The tender quoted amount or total contract value is fixed and no additional claim will be entertained during contract period. However if the minimum wages are increased/**revised** in future as per the notification of the Govt. of India, the Bank may consider revision of the charges payable to the Contractor by the amount equivalent to increase in the rates of wages paid/to be paid by the Contractor to the personnel engaged by him subject to production of proof of payment.

At present, following rates are prevalent for Gift City, Gandhinagar ("A" Area)

| Sr.No. | Category of worker | Rates of wages including V.DA. per day (in Rupees) |
|--------|--------------------------|--|
| 1 | Unskilled | 523+228=751 |
| 2 | Semi-Skilled/Supervisory | 579+253=832 |
| 3 | Skilled | 637+278=915 |

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- (iv) The contractor will allow the Bank access to its records, books of accounts, relevant documents pertaining to performance of housekeeping and maintenance services at Bank's convenience. Bank may ask for documents as a proof of payment or provision of amount paid / payable to the workers / Govt Agencies for the benefit of workers, which will be provided by the contractor

(H) Termination Clause:

The Bank reserves its right to terminate the agreement for any reason at its absolute discretion without payment of any compensation including, but not limited to, the following:

(a) The Bank may, without prejudice to any other remedy for breach of contract, may terminate the contract/agreement by two months' notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the contractor, or the engagement is not in the interest of the Bank or the Bank no more requires any such services.

(b) Exit Option: The Bank can at any time exit by way of terminating the agreement by giving two months' notice, without assigning any reason thereof.

(c) Other Grounds for Termination

- The Bank is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice without assigning any reason and without payment of any compensation, in the following cases:

- (1) The contractor is adjudicated insolvent by a Competent Court or files for insolvency or if the contractor being a company is ordered to be wound up by a Court of Competent Jurisdiction.
- (2) If any charge sheet is filed by a Competent Authority of the Government against the Contractor / Company, or the Contractor is convicted by a Criminal Court on grounds of moral turpitude.
- (3) For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement.

(d) In the event Bank terminates the Contract, under clause (a) or (c) aforesaid, the Bank shall be entitled to procure services from other contractor as it deems appropriate, and the contractor shall be liable to compensate the Bank for loss if any suffered on account of difference in rates payable to him and to the alternate contractor/contractor for a period of six months or till the date, the Bank makes new arrangement for its housekeeping and maintenance services, whichever is earlier.

(e) In the event of termination of the contract for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

(f) The contractor who committed/commits any breach of the contract awarded / to be awarded by the Bank, shall be disqualified from participation in future tender process if any to be initiated by the Bank for similar work.

(g) If during the currency of the Contract, any Statute, Rules/Govt. Notification prohibits employment of Contract Labour for the services envisaged under this Agreement or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to the Contractor or his workmen/employees.

(4) If there is a change in the name or constitution of the contractor arising out of merging with some other company or collaboration with some other company or for any other reason or, if any changes take place in the proprietorship or partnership or the company. The Bank should be intimated within

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30 days of such changes, failing which all payments will be withheld and Bank may terminate the hire agreement as may be deemed necessary. Whatever be the reason of changes, the subject agreement would be terminated unless the new company/entity accepts the subject agreement at the same rates, terms and conditions laid down herein. The contractor shall refund the excess money paid for the term for which the agreement/arrangement has run.'

(I) SETTLEMENT OF DISPUTES AND ARBITRATION

38. All disputes and / or differences whatsoever arise between the parties out of or in connection with the contract should be settled amicably. If however the dispute are not resolved then the matter may be referred for adjudication and arbitration to Assistant General Manager, State Bank of India, Administration Department, Local Head Office, Ahmedabad- 380001

In case, amicable settlement could not be reached, the same shall be referred to the sole arbitrator, who shall be appointed by the parties by mutual consent. The cost of arbitration shall be borne by the parties jointly and the seat of arbitration shall be Ahmedabad / Gandhinagar. The same arbitration shall be governed by the provisions of Arbitration & Conciliation Act, 1996.

(J) INDEMNITY: The tenderer shall indemnify the Bank against all actions, suits, claims & demands brought or made against the Bank in respect of anything done or committed to be done by the Tenderer in execution of or in connection with the work of this contract & against any loss or damage to the Bank in consequences to any action or suit being brought against the tenderer for anything done or committed to be done in the execution of this contract.

39. Governing Law and Jurisdiction:

This Agreement shall be governed by the laws of India and subject to Clause (38) above, the courts located at Ahmedabad / Gandhinagar shall have exclusive jurisdiction in the event of any dispute.

(K) ADDITIONAL CONDITION

Those who qualify for final tender has to Install 04(Four) automatic machines at different floors of LHO premises for dispensing Cold drink/Juices/Snacks etc on cash basis to all staff members. Bidders will arrange Snacks like Sandhwich, Samosa, Patties etc in canteen area during working time for all staff members on cash basis at market rates.

TECHNICAL BID

(In separate sealed cover-I superscribed as **Technical Bid**)
FOR CATERING SERVICES
FOR OFFICERS CANTEEN AT LOCAL HEAD OFFICE GIFT CITY GANDHINAGAR

| | |
|--|--|
| 1. Name & Address of the Tenderer Organisation / Agency with Phone Number, Fax No., e-mail etc. | |
| 2. Address of the Office / Representative Office in Ahmedabad / Gandhinagar | |
| 3. Experience in the work of Catering Services, Particulars of experience / turnover of minimum Rs. 50(fifty) lacs per annum (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 (three) years along with a certificate from the agency/ clients for satisfactory performance, where the job was carried out. | |
| 4. Valid Registration / Licenses from the Competent Authorities applicable on these services under Labour Laws / applicable act {should hold these Registration / License for last 3 (Three) years.} Copy of the valid Registration/Licences to be submitted along with the tender. | |
| 5. Cover - I contains Letter Inviting Tender, Instructions for Tendering, Terms & Conditions ,The scope of work (Annexure-I, Annexure-II, Annexure-III,Annexure-III-A, Each page of these documents shall be signed & stamped by an authorised person. | |
| 6. Details of the DD/Pay Order for deposit as earnest money. | |
| 7. Power of Attorney / Authorisation for signing the Bid should be enclosed. | |

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TECHNICAL BID**IMPORTANT POINTS WITH EVIDENCE REQUIRED**

| Sr. No. | Particulars of Bidders | Remarks |
|----------------|--|----------------|
| 1. | Individual/Proprietorship Firm/Partnership/Corporate | |
| 2. | Experience in Years | |
| 3. | Tie up arrangements done so far (work order to be attached) Public Sectors/Corporate/Institution/Hospitals/ Private firm | |
| 4. | Turn over of the Bidder (Rs. in lakhs) | |
| 5. | Toal No. of Persons deployed at all sites (Number) | |
| 6. | Expertise in food preparation (Indian Veg & Non veg /South Indian/Mexican/Chinese/Sweets / All of the mentioned | |
| 7. | GST No. /Account with SBI maintained | |
| 8. | Whether Logistic arrangement is available (yes owned / yes third party / Not at all) | |
| 9. | Quantity of Lunch in grams (please mention grams) | |
| 10. | Quantity of snacks in grams (please mention grams) | |

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ANNEXURE-I**PERIODICITY OF HOUSE-KEEPING SERVICES**

| | | |
|-------|--|--|
| (a) | Sweeping & Mopping | |
| | Officers' Canteen | At least twice a day or as required |
| | Dining Hall (s) | Sweeping & Mopping twice a day and as & when warranted |
| (b) | Disposal of garbage and wastepaper to the GIFT City Garbage Chute with sorting of dry and wet | Once a day |
| (c) | Dusting cleaning of furniture/fixtures | Once a day or as and when warranted. |
| (d) | Cleaning of Buckets/Mugs with Vim/Detergent | Once a day or as and when warranted |
| (e) | Cleaning of window panes/ wall panelling | Once a week |
| (f) | Cleaning of fans/switch-boards/walls/tube-lights/wall-hanging | Once a week |
| (g) | Cleaning of all the refrigerators | Whenever required |
| (h) | Cleaning of Washroom | Once in a day and when required |
| (i) | Liquid Soap | At wash basin |
| (j) | Recording of the weight of disposed waste in register to be reported monthly to Administration dept. | Monthly reporting with a copy of register |

The above- mentioned House keeping services will be arranged by the Bank through House Keeping Service Contract for the LHO Building however, the overall supervision and the upkeep is to be done by Catering Supervisor.

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ANNEXURE-II**LIST OF INDICATIVE BRANDS OF ITEMS TO BE USED IN CATERING**

| S.No. | Item | Brand |
|--------------|----------------------------|--|
| 1 | Milk | Amul |
| 2 | Bread | Aabad/Super/ Britannia |
| 3 | Butter | Amul |
| 4 | Jam | Kisan |
| 5 | Tomato Sauce | Kisan/ Maggi/Heinz |
| 6 | Chilli Sauce | Kisan/ Maggi/ Heinz |
| 7 | Tea/Tea bags | Taj Mahal/ Brook Bond/ Twinning/Lipton |
| 8 | Coffee | Nescafe/ Bru |
| 9 | Refined Oil/ Groundnut Oil | Gulab /Sundrop/ Vital/ Dhara /Fortune/ Nutrela/Sweekar |
| 10 | Vanaspati Ghee | Dalda / Rath |
| 11 | Mustard Oil | Kanodia/ Postman/Fortune/Dhara |
| 12 | Rice | Basmati of good quality not less than Rs. 70/- per kg in retail market |
| 13 | Sugar | Good Quality of reputed brand |
| 14 | Atta/Maida/Besan | Uttam/ Pilsbury/ Rajdhani/ Annpurna/Ashirwad (Whole Wheat Atta) |
| 15 | Pulses | Good quality of reputed brand |
| 16 | Spices | MDH/Captain Cook/Everest |
| 17 | Fruits/Vegetables/Paneer | Seasonal fresh quality/Paneer once in week |
| 18 | Salad | Green fresh vegetables of good quality and variety |
| 19 | Ice Cream | Kwality/ Vadilal/ Amul/ Havmor |
| 20 | Cold Drinks | Pepsi/ Coca cola |
| 21 | Packaged Soft Drinks | Reputed brands like Real, Splash,Fresca etc. |
| 22 | Biscuits | Reputed brands like Parle, Britannia, etc or as advised by the Bank. |
| 23 | Packaged Snacks | Good quality and of reputed brands |
| 24 | Dry Fruits(roasted) | Good quality and of reputed brands |
| 25 | Roasted Snacks | Good quality and of reputed brands |

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ANNEXURE-III**(1300 Hrs To 1500 Hrs)****(Working Hours)****ITEMS TO BE SUPPLIED**

| A | MEAL ITEMS | | B | TEA / COFFEE & SNACKS |
|---------------|---|--|---------------|--|
| S. No. | Daily on all working days | | S. No. | Daily on all working days |
| 1 | Chapati/ (Puri once in a week) | | 1 | SAMOSA / (Punjabi / Navtad) |
| 2 | Rice / jeera rice / Pulav veg | | 2 | BREAD PAKORA |
| 3 | <i>Dal (Arhar, Mung, hari mung dal) / Kadhi etc.)(Items not to repeated in the same week)</i> | | 3 | SANDWICH |
| 4. | <i>Pulses (Kathol) kalbi Chana/Kala Chana/val/ cholai/etc.</i> | | 4. | Bhajiya / Gota / alu vada / |
| 4 | Vegetable – One Dry One Gravy (Paneer once in a week) | | 5 | DHOKLA / Alu poha / Khaman and similar items. |
| 5 | Papad,/ Pickle | | 7 | Ragada PETIES |
| 6 | Curd/Raita/Salad(Alternate day) | | 8 | PANEER PAKORA |
| 7 | <i>Fruits/Desert/Sweet *</i> | | 9 | KACHORI |
| 8 | South Indian Dish (Once in a week) | | 10 | BURGER |
| | | | 11 | DAHI BHALLA |

- **(To be served on daily basis and to be served separately out of lunch and chargeable.**
- **Same items not to be repeated for two consecutive days**
- **List of items and quantity (in grams /pcs) should be specified in Bid and will be decided at the time of agreement also in consultation with successful bidder**

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The above menu is subject to revision at the discretion of the Bank any time at short notice.

TOTAL STAFF STRENGTH:

| PLACE | NO. OF OFFICERS | OTHER STAFF+OUTSOURCED | TOTAL |
|-------|-----------------|------------------------|-------|
| LHO | 375 | 250 | 625 |

APPROX. NO. OF MEALS/LUNCH TO BE SERVED : 200-250 PLATES

NO. OF ASSURED LUNCHES PER DAY WORKING : 150 PLATES

APPROX. QUANTITY OF TEA/COFFEE PER DAY : 1500 CUPS

- Lunch to be served **in buffet system with provision of bowls as per requirement.**
- Care: The time of serving lunch will be from **1.00 pm to 3.00 pm**

Please note that

- 1. In case of meetings/seminar the arrangements will be made by the contractor as advised by the Bank in advance.**
- 2. The Bank may provide a pantry for serving tea/snacks on negotiated rates in future.**
- 3. In case of Retirement/Farewell/Welcome parties organised by the staff, if any, the rates will be decided by mutual negotiations (The concessional rates quoted for additional lunches other than the assured lunches should be considered).**
- 4. The items which are specially asked for the meetings/seminars, if any will be arranged by the contractor from local market. The contractor will be paid as under:**
 - (a) For items up to Rs 2000/- :(Actual Cost + 15% of Actual cost)**
 - (b) For items above Rs 2000/-:(Actual cost + 10 % of Actual cost min Rs. 300/-)**
- 5. The contractor should quote the prices/ charges taking into consideration the assured consumption per day.**

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ANNEXURE-III-A**LIST OF WORKS EXECUTED DURING LAST 3 YEARS TOWARDS CATERING SERVICES**

| S.No. | Name of the Firm/Company | Contact person of the Firm (Name, Ph.No. & e-mail) | Location of the work | Work order Ref. No. & Date | Period of Contract | No. of Persons/ per month & Contract Amount (Rs.) | Remarks |
|-------|--------------------------|--|----------------------|----------------------------|--------------------|---|---------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Note: Copy of the work order, completion and performance certificate should be enclosed for each work.

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DECLARATION

From:-

M/s.....
.....
.....
.....

To,

The Assistant General Manager,
Administration Department, 3rd Floor,
Local Head Office,
Ahmedabad-380001

Dear Sir,

Tender Document No. SBI/Admin/2024 dated 27/03/2024.

I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

2. I/We also confirm that in the event of my/our tender being accepted, I/We hereby undertake to provide services as per the pre-conditions set out in this tender enquiry by the Department.
3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned/ suspended business dealings. I/We further undertake to report to the AGM (OAD), SBI, LHO, Ahmedabad immediately after we are informed, but in any case, not later than three working days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director, is/are banned/suspended in future, during the currency of the Contract with you.
4. I/we certify that the information given is true to the best of my/our knowledge. I/we also understand that if any of the information is found wrong/false at any stage. I/we are liable to be deregistered from panel of approved contractors/banned for doing any business dealings with Government Departments or blacklisted or subjected to any monetary penalties that be deemed fit and appropriate by State Bank of India
5. I/we shall keep the Department informed about the changes in any of the particulars furnished by us in our application or in the product specification or discontinuation of production of any item for which we have agreed. We note that this intimation is to be given within a period of 30 days from the date of such change or discontinuation.
6. Any change in the name of a firm and/or their office address will be promptly informed to your department duly supported by documentary evidence.
7. I/we will maintain absolute integrity, follow a decent standard of business ethics and do-nothing unbecoming of a Supplier/Contractor/Service Provider.

Yours faithfully,

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Tender Document No. SBI/Admin/2024 Dated : 27/03/2024

COMMERCIAL/PRICE BID

**NAME OF WORK-PROVIDING CATERING SERVICES FOR OFFICERS' CANTEEN
AT LHO GIFT CITY, GANDHINAGAR**

| S.No. | Description | Amount per day |
|-------|--|----------------|
| 1 | Providing catering services for officers' Canteen which shall comprise of:- Provision of 150 assured lunches per day (To be provided on all working days excluding holidays taking into consideration availability of Manpower, sufficient as per requirements, also considering that free of cost exclusively for Officers' Canteen area is occupied by the contractor), cost of Dry/Vacuum Cleaning of towels, Blinds, Sofa Sets etc. Plus Miscellaneous items like replacement of fused CFL, Fluorescent/T-5 Tube, Choke, Starter, Consumables, Plastic Bags, (in the Officers' Canteen exclusively.) | Rs. |
| 2 | Rate of Snacks as mentioned in annexure III (Average rate to be given per plate) | Rs. |
| 3 | Amount of GST as applicable @----- % | Rs. |
| 4 | Total Amount Per Day | Rs. |

Approximate working days will be 24 in a month.

Amount to be paid on account of Additional Lunch, if any(over and above 150 assured lunches) per person will be paid proportionately as per Sr. No (1) and (2) above (Rate of Lunch per plate plus GST)

The Bank will decide the MINIMUM BENCHMARK RATE ((including GST). The financial bid below the minimum benchmark rate will be disqualified.

The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

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Notice Inviting E-Tender

TENDER NO: SBI/ADMIN/2024 DATED: 27/03/2024
STATE BANK OF INDIA, LOCAL HEAD OFFICE, LAL DARWAJA, AHMEDABAD INVITES E-
TENDER FOR CATERING SERVICES -OFFICERS' CANTEEN
AT LOCAL HEAD OFFICE, GIFT CITY, GANDHINAGAR

Details of tenders are as under:

| | | |
|----|--|--|
| 1. | Name of Work | <i>CATERING SERVICES FOR OFFICERS' CANTEEN AT LOCAL HEAD OFFICE, GIFT CITY, GANDHINAGAR</i> |
| 2 | Earnest Money Deposit | <i>: Rs.1,00,000/- (One Lakh Rupees only) by crossed Bank Draft / Banker's Cheque drawn in favour of State Bank of India, LHO Ahmedabad (to be enclosed in sealed envelope as a part of Technical Bid).</i> |
| 3 | Last date and time of receipt of Tenders | <i>: 17.04.2024 up to 5.00 p.m.</i> |
| 4 | Address at which the Tenders are to be submitted | <i>: <u>Technical Bid & Price Bid:</u> to be uploaded Online through GEMS Portal</i> |
| 5 | Date and time of opening of E-Tenders | <i>: 18.04.2024 at 3.30 P.M.</i> |
| 6 | Place of opening Tenders | <i>: SBI,OFFICE ADMINISTRATION DEPARTMENT, LOCAL HEAD OFFICE 3rd Floor, Lal Darwaja, Bhadra, Ahmedabad-380001. (or GIFT City LHO Building, if the department is shifted before the date)</i> |
| 7 | Pre-Bid Meeting | <i>10.04.2024 at 03.00 P.M. at Office Administration Department, LHO, Ahmedabad</i> |
| 8 | Validity of Offer | <i>: 90 days from the date of submission the Tenders.</i> |
| 9 | Liquidated Damages | <i>: At the rate of 0.5% of the Contract Value per week which subject to a maximum of 5% of the accepted Contract Value.</i> |

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In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time. State Bank of India has the right to accept / reject any or all tenders without assigning any reasons.

For E-Tender related queries:

Please e-mail any such queries to : cmoad.lhoahm@sbi.co.in and a copy to agmoad.lhoahm@sbi.co.in

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