

<b>NIT NO</b>	<b>SBI/HYD/2024-25/044</b>
<b>DATE</b>	<b>17-10-2024</b>



**STATE BANK OF INDIA**

Premises and Estate Department  
3rd floor, SBI LHO Premises, Bank Street,  
Koti, Hyderabad – 500 095, Telangana.

**INVITES ONLINE TENDER SUBMISSION  
FOR PROVIDING CATERING SERVICES FOR TOP EXECUTIVES AT LOCAL HEAD  
OFFICE, KOTI, HYDERABAD**

**Catering Contractors who are empanelled in LHO Hyderabad Circle under  
Category “above 5 Lakhs – upto 10 Lakhs” are only eligible (Contractors should  
submit proof of the same)**

**TECHNICAL BID**

**Last date for submission of e-tender: 30/10/2024 by 3.00 PM**

**The Assistant General Manager (P&E)  
3<sup>rd</sup> floor, SBI LHO Premises,  
Bank Street, Koti,  
Hyderabad – 500 095  
Telangana.  
040-23466346 / 48**

## NOTICE INVITING TENDER

State Bank of India, Local Head Office HYDERABAD invites online tenders from empanelled Agencies for **PROVIDING CATERING SERVICES FOR TOP EXECUTIVES AT LOCAL HEAD OFFICE, KOTI, HYDERABAD**

1	Name of the work	Providing Catering Services for Top Executives at Local Head Office, Koti, Hyderabad
2	Contract Period	One year
3	Earnest Money Deposit (EMD)	<b>Rs. 1,20,000/- (Rupees One Lakh Twenty Thousand only)</b> in the form of Demand Draft issued by any Nationalized/Scheduled Bank drawn in favour of “ <b>State Bank of India</b> ” payable at HYDERABAD. Technical Bid of those firms/contractors who do not upload <b>EMD shall be rejected.</b> <b>Note:</b> EMD is exempted against submission of valid NSIC/MSME certificate under respective category.
4	Security Deposit	5% of Annual contract value which will be retained till the completion of Contract period
5	Date of download of tender documents from SBI's web site <a href="http://www.sbi.co.in">http://www.sbi.co.in</a> , under What's new “procurement news”.	From <b>17/10/2024</b> up to <b>30/10/2024</b>
6	Date of Pre-bid meeting	<b>23/10/2024</b>
7	Evaluation of tender documents	<b>Online @ <a href="https://etender.sbi">https://etender.sbi</a></b> a. Bidders shall first upload the duly signed & stamped Letter of Declaration and EMD in the form of DD and thereafter can fill & submit the Price Bid. b. Last date & time for price bid submission <b>15:00 hrs on 30.10.2024.</b> c. Price bids of only eligible bidders will be opened online at <b>15:10 hrs on 30.10.2024.</b> d. After opening & evaluation of price bid, the identified Successful bidder (L1) alone shall submit hard copy of entire technical bid & price bid duly signed & stamped along with EMD/Security Deposit amount at the office of user/controller within 07 working days. Thereafter, Work Order by the controller will be placed with L1. Bids would be opened online in the above date and time irrespective of presence of any or entire bidder's representatives.

8	Address for Pre-bid meeting, submission and opening of Tender document	The Assistant General Manager (P&E) 3rd floor, SBI LHO Premises, Bank Street, Koti, Hyderabad – 500 095 Telangana.040-23466346 / 48.
9	e-tendering service provider Contact info	e-Procurement Technologies Limited A-201/208, Wall Street – II, Nr. Gujarat College, Ellis bridge, Ahmedabad – 380006, Gujarat (INDIA). Ms. Anshul :- 6354919566, anshul@auctiontiger.net +91-79-68136 862/847/811/851/885
10	Validity for Offer	3 (three) months from the date of opening of price bid
11	Date of Commencement of Work	1 <sup>st</sup> Day of Succeeding month of the Work Order
12	Premises address <i>(sought prior permission from the user for site visit)</i>	The Assistant General Manager (P&E) 3rd floor, SBI LHO Premises, Bank Street, Koti, Hyderabad – 500 095 Telangana.040-23466346 / 48.

3. 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. SBI will not be responsible for any postal delay / loss / non receipt thereof. No consideration will be given to a tender received after the date / time specified above and such tenders are deemed to be rejected.
4. *Tenders received without prescribed EMD shall summarily be rejected and such bidders shall not be allowed to participate in the online price bidding process.*
5. SBI reserves its right 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.
6. 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.
7. The intending bidders are categorically advised to submit the tender document strictly in the attached format only.
8. Earnest Money deposit will be refunded without any interest therein to all within 30 working days from the date of approval of the tenders by the Competent Authority.
9. The Courts in HYDERABAD city alone shall have the jurisdiction in respect of any or all matters relating to or connected with the tender.
10. State Bank of India discourages the stipulation of any condition by the tenderers. The conditional tender shall be liable to get rejected.

**Assistant General Manager (P&E)**  
**LHO, HYDERABAD.**

## 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 EMD & Tender processing fees)*

**The Assistant General Manager (P&E)**  
3<sup>rd</sup> floor, SBI LHO Premises,  
Bank Street, Koti,  
Hyderabad – 500 095  
Telangana.  
040-23466346 / 48

### **PROVIDING CATERING SERVICES FOR TOP EXECUTIVES AT LOCAL HEAD OFFICE, KOTI, HYDERABAD**

Dear Sir,

1. With reference to **NIT No:** \_\_\_\_\_, I/we accept all the terms & conditions, schedule of requirements, scope of work etc. of the tender for the captioned work and examined the site and having acquired the requisite information relating thereto and affecting the tender.
2. I/we agree that all employees/workers engaged in the Bank's premises for the captioned project shall be adequately provided with PEP and monitored on daily basis for any symptoms of illness. In case found ill, the worker shall be treated properly for the illness and suitable replacement will be arranged at our own risk & cost till recovery time.
3. I/we agree to strictly comply with all the guidelines of Central/State Govt. issued in connection with Epidemic/Pandemic situations without affecting the routine services required under this contract.
4. I/We hereby offer to provide specified services in the said tender document on the requested manpower and consumable in accordance in all respect in line 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.
5. I/We hereby accept that, all the scope of works, quantities of Manpower and consumables are indicative and not exhaustive; SBI reserves the right to add/reduce Manpower/Consumables/scope of work during any stage of pre & post tendering.

6. Should this tender be accepted, I/we hereby agree to abide by and fulfill 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., the amount mentioned in the said conditions.
7. I/we have submitted Earnest Money Deposit for as per NIT with SBI in the form of Demand Draft / Banker's Cheque. 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 State Bank of India.
8. I/we hereby accept that, our tender/bid is liable to be rejected without assigning any reasons thereof under no circumstances, if the **quoted labour rate does not comply with statutory provisions** viz. extant minimum wages act, ESI, EPF etc. and/or rates quoted for the consumable items specified in the tender are found to be low/unreasonable/unworkable when compared with market/wholesale rates of those items.
9. I/We understand that, if our tender/bid does not include minimum legal amount towards "Administrative/Service charges" is unworkable compared with Market/wholesale rate, our bid shall liable to be rejected without assigning any reason/notice thereof in this regard.
10. I/We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the work for proposed building. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of SBI deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in respective clause of Terms & Conditions of this tender.
11. I/We, hereby, also understand that, only minimum wages will be revised in accordance with the revision in Central Govt. Minimum Wages. However, the administrative / service charges shall remain the same during the tenure of the contract
12. I/We hereby accept that, the validity of contract is for an initial period of 1 (One) year from the date of commencement of work with an option of renewal for another 2 (two) terms on the same terms & conditions subject to satisfactory performance

13. 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 SBI, including taking any action against us as deemed fit.

14. 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**

## **SCOPE OF WORK / SERVICES TO BE RENDERED**

1. Arrangements made from Banks side:
  - a) 20L drinking water jars
  - b) All equipment/utensils/cutlery required for cooking services
  - c) Electrical & Electronic gadgets for cooking/preserving/storing
2. Reimbursements supported by original bills: (Services to be rendered by agency) in case of reimbursement of expenditure the tax invoice to be submitted in the name of the Bank and Bank's GST number ( 36AAACS8577K1ZQ)
3. Providing high grade catering Services with standby arrangements to ensure uninterrupted services for whole year 24 x7.
4. The service provider has to maintain a register furnishing the Name, Address and Character Certificate and latest photograph, telephone number of the contract personnel engaged by him for catering services. This register completed in all respects has to be handed over to the Estate Department within 15 days from the date of award of contract.
5. The service provider before engaging any person has to get his antecedents checked by the police and the police report to be produced to SBI. Similarly, medical certificate from competent authority should be obtained and produced to SBI. Every two months, the staff should be deputed to Health Centre (s) for medical check-up and report submitted to SBI. If any employee found unfit, the agency should replace them with same skill set employee at his own risk & cost.
6. The service provider should note that the contract is not transferable. He shall not transfer, assign or sublet the contract. In the event of non-compliance of any terms and conditions of the contract, the contracts will be terminated immediately entailing forfeiture of EMD.
7. The service provider should ensure that his staff is very polite and courteous while dealing with the guests and should not enter the room occupied by the guests without prior permission. In case of theft of any item from the guest, it is the sole responsibility of the service provider and the value of the same will be deducted from the monthly payments.
8. The service provider has to maintain the dining hall clean and as such get the flooring swabbed every night once the guests have vacated. The tables, chairs shall be cleaned and properly arranged, ready for the lunch. Fortnightly cleaning of ceiling fans, pedestal fans etc. shall be undertaken. The freezers shall be maintained clean. The garbage shall be cleared every day. The surroundings shall be kept clean.

9. The service provider has to ensure that kitchen staff washes the kitchen utensils with proper and standard variety liquid washing soap, before preparing any dish and also every day whenever necessary. Similarly, the kitchen flooring should be washed every night using disinfectant once the kitchen service is closed. The exhaust fans should be cleaned every week.
10. The service provider has to ensure that his staffs properly wash the plates, glasses and other cutlery. The plates should be kept in the oven before laying the table for serving.
11. Any article of furniture, fixture, crockery or equipment broken and damaged should be brought to the notice of SBI.
12. The educational qualification for the service provider should be minimum of +2
13. The service provider shall provide weekly off / holidays to his workmen as per extant labour laws but it shall be his responsibility to ensure uninterrupted services to the Bank on all days.
14. The service provider should ensure the following:
  - a) Serve tea / coffee/beverages/snacks etc as per the schedule given to them by the Executives.
  - b) Serve snacks items as per schedule for all meetings as required by the departments concerned.
  - c) Serve lunch/dinner as directed by SBI.
  - d) Cater to the parties during seminars, workshops and other official functions as and when directed by SBI.
  - e) Washing all the linen, towels, table, cloth, etc provided to the rooms engaging professional laundered at his own cost.
  - f) Service provider to ensure all around maintenance of the premises and surroundings in coordination with housekeeping agency employed by the Bank.
15. The penalty for various deficiencies are under:

<b>Major deficiency</b>	<b>Minor deficiency</b>
Shortage of food& manpower	Not wearing Uniform/ gloves / Head gear / Apron /shoes
Serving stale food / Using rotten vegetables/fruits/milk/other food items.	Using of floor instead of tables for preparing food items/ Roti/ Cutting of vegetables
Not using Agmark / ISI certified/	<b>Not displaying menu in dining hall</b>



branded and specified ingredients for cooking	<b>board</b>
<b>Non-maintenance of cleanliness in kitchen/dining hall/wash area and occurrence of pest</b>	Non-disposal of garbage generated out of kitchen
Non-adherence to pre-decided menu without prior approval of the Competent Authority	
Violating of any terms and conditions/specifications/stipulations made in the Agreement (except those mentioned under major deficiencies)	
<b>Rates of Penalty</b>	
<b>Major deficiency during a quarter</b>	<b>Amount of penalty per instance</b>
1 <sup>st</sup> Instance	Rs.2,000/-
2 <sup>nd</sup> Instance	Rs.5,000/-
3 <sup>rd</sup> Instance	Rs.10,000/-
Above three instances	Termination of contract at the discretion of the Institute or Rs. 25,000/-per instance
<b>Minor deficiency during a quarter</b>	<b>Amount of penalty per instance</b>
1 <sup>st</sup> Instance	Rs.1,000/-
2 <sup>nd</sup> Instance	Rs.2,000/-
3 <sup>rd</sup> Instance	Rs.5,000/-
Above three instances	Rs.10,000/-per instance

### **Catering Services:**

1. The Caretaker shall also be responsible for catering services. He shall arrange for cooking and serving of quality food in hygienic conditions on a daily basis for the executives.
2. The agency shall use Agmark or ISI quality ingredients, spices, oil etc., (as per make list enclosed) and shall keep all cereals flour and other consumable articles covered and free from ants, rodents' cockroaches, flies etc.

### **List of indicative makes/brands of items to be used in catering**

<b>Sl.No.</b>	<b>Items</b>	<b>Brand</b>
1	Milk	Heritage/Vijaya/ Arogya/Tirumala
2	Bread	Modern/Spencer/Britania/Ruchi
3	Butter	Nestle/Amul
4	Jam	Kissan/Tops/Maggi
5	Tomato sauce	Kissan/Maggi/Tops/Delmonte
6	Chili sauce	Kissan/Maggi/ Delmonte
7	Tea/Tea bag	Taj Mahal/Tetley/Tata Tea/3Roses or of equal quality
8	Coffee	Sunrise, Bru, Lavista, Narasus
9	Refined oil/Groundnut oil	Fortune/Nature fresh/Gold winner/SVS

10	Vanaspathi Ghee	Dalda/Rath
11	Mustard Oil	Fortune/Engine/Kanodia/Kalash
12	Rice	Basumati costing not below Rs.70/- per kg in the retail market Steam/raw/boiled rice costing not below Rs.55/- per kg in the retail market
13	Sugar	Good quality (sulpherless)
14	Salt	Tata / Ashirwad
15	Atta/Maida/Basen/Ragi	Ashirwad/Annapoorna/Pilsburry/Nagas (no loose atta acceptable)
16	Pulses	Tata Sampann/ITC/Udhayam/Nagas/Aachis/Manna
17	Spices	Tata Sampann/ITC/Sakthi /Aachi
18	Fruits/Vegetables	Seasonal fresh quality
19	Salad	Seasonal items consisting of green fresh vegetables
20	Corn flakes	Kellogs/Nestle/Mohun
21	Ice cream	Amul/Kwalitywalls/Aavin/Arun

Above brands and/or brands of comparable quality (to be approved by Chief Manager (P&E) can only be used.

3. Lunch shall be prepared in the LHO kitchen as per the requirements. There are three Grades of menus, befitting to occasion, required to be served.

- a.Part-A-Regular.
- b.Part-B-VIP.
- c.Part-C-Special.

a. Lunch of the Regular menu under Part-A shall have following items;

- i. SOUP
- ii. SALAD
- iii. BOILED VEG
- iv. FRY CURRY
- v. SPL VEG CURRY (2 TYPES)
- vi. NON VEG (CHICKEN, MUTTON,FISH,PRAWNS,WITH EGGS)
- vii. DAL
- viii. SAMBAR / RASAM
- ix. WHITE RICE
- x. CURD RICE
- xi. SPL ROTI/POORI
- xii. SPL RICE OF BASMATHI
- xiii. KHICHDI
- xiv. CURD/RAITA

- xv. PAPAD
- xvi. PICKLES
- xvii. POWDERS
- xviii. ORGANIC JAGGERY AND  
BETEL NUTS
- xix. FRUITS
- xx. SPL SWEET
- xxi. BUTTERMILK

b. Lunch of the VIP menu under Part-B shall have following items;

- i. SOUP
- ii. SALAD(2 TYPES)
- iii. BOILED VEG
- iv. STARTERS
- v. FRY CURRY (2 TYPES)
- vi. SPL VEG CURRY (2 TYPES)
- vii. NON VEG (CHICKEN,  
MUTTON,FISH,PRAWNS,EGGS)  
2TYPES
- viii. DAL
- ix. SAMBAR&RASAM
- x. WHITE RICE
- xi. CURD RICE
- xii. SPL ROTI/POORI
- xiii. SPL RICE OF BASMATHI(2TYPES)
- xiv. KHICHDI
- xv. CURD/RAITA
- xvi. PAPAD (2-3 TYPES)
- xvii. PICKLES (2-3 TYPES)
- xviii. ORGANIC JAGGERY AND BETEL NUTS
- xix. POWDERS
- xx. FRUITS 2-3 TYPES
- xxi. SPL SWEET 2TYPES
- xxii. BUTTERMILK
- xxiii. ICE CREAM (2TYPES)

c. Lunch of the Special menu under Part-C shall have following items;

- i. SOUP
- ii. SALAD(3TYPES)
- iii. BOILED VEG
- iv. STARTERS(2TYPES)
- v. FRY CURRY (3 TYPES)

- vi. SPL VEG CURRY (3 TYPES)
- vii. NON VEG(3TYPES)
- viii. (CHICKEN, MUTTON,FISH,PRAWNS)
- ix. DAL(2TYPES)
- x. SAMBAR& RASAM
- xi. WHITE RICE (BASMATHI)
- xii. CURD RICE
- xiii. SPL ROTI/POORI
- xiv. SPL RICE OF BASMATHI (2TYPES) VEG & NONVEG
- xv. KHICHDI
- xvi. CURD/RAITA
- xvii. PAPAD
- xviii. PICKLES
- xix. POWDERS
- xx. FRUITS
- xxi. SPL SWEET (3 TYPES)
- xxii. BUTTERMILK AND BADAM MILK
- xxiii. ICE CREAM (2TYPES)

The above list is only an indicative not exhaustive and liable to be modified every now and then to suit the requirements. Foods should be served without limitation. All workers / supervisor to maintain neat uniform and photo ID card to be issued by the contractor. All the workers / Supervisor should have the knowledge of Hindi, English and Telugu. Supervisor should be available in the premises and should attend to the requirements. Experienced cook to be engaged and he should be well versed with North Indian and South Indian dishes. There should be professional approach in the work. All staffs should have enough number of neat and clean uniforms and should be well behaved. Cleanliness should be given utmost importance.

The continuance of the contract shall be subject to review of the performance from time to time and in case the performance is not found to be satisfactory by the Bank for any period under such review, the Bank at its discretion, reserves its right to terminate these presents under one-month notice to the Contractor without incurring any further liability therefor.

**Materials requirements:**

Cost of all catering consumables, Cooking gas etc., shall be borne by the agency. Consumables used shall be of high grade/ five-star standards and shall be approved by the Bank. Utmost care should be taken while using Electrical gadgets & LPG cylinders. Caretaker shall ensure proper preventive measures like availability of Fire Extinguishers are in place to fight the emergency situation.

## **INSTRUCTIONS TO PARTICIPATE IN e-TENDER**

Login to website: <https://etender.sbi>

- Log in with credentials
- Click on RFX Tender & Search RFX Tender with Event ID (*Event ID which will be communicated to all prequalified bidders*)
- Click on Dashboard
- Click on "I Agree" to confirm your participation.
- Click on Fill next to the each Bidding Form.
- After Filling all details along with Remarks, click on Save.
- To upload supporting documents click on Map Documents.
- After submitting filling all required details and Uploading all supporting documents verify entered details.
- After Verification to submit your bid click on "Final Submission".

### **(A) Business rules for E-tendering:**

1. Only empanelled agencies are eligible to participate.
2. SBI will engage the services of an e-tendering service provider who will provide necessary assistance before commencement of online bidding on Internet.
3. In case, there is any change in e-tendering service provider, the SBI will inform the qualified bidders suitably at appropriate time.
4. Contractors are advised to have **VALID DIGITAL SIGNATURE WITH ENCRYPTION.**
5. Business rules like event date, closing and opening time etc. will be communicated through service provider for compliance.
6. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering without which, bidders will not be eligible to participate in the bidding process.
7. E-tendering will be conducted on schedule date & time.
8. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

### **(B) Terms & conditions of E-tendering:**

SBI shall finalize the Tender through e-tendering mode by engaging an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBI through authorized service provider on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of

their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.

2. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply etc. whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully.
3. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this, the time for the E-tendering will not be extended and SBI shall not be responsible for such eventualities.
4. Authorized service provider shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
5. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
6. BID PRICE: The Bidder has to quote the percentage as per the Tender Document.
7. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
8. Procedure of E-tendering:
  - a) Online e-tendering for Price Bid submission through SBI approved Service Provider shall be open to the bidders qualified by the SBI as per Technical Bid Evaluation mentioned hereinabove.
  - b) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in only their percentage for Administrative/Service charges.
  - c) The Contractors are advised not to wait till the last minute to submit their online price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
  - d) It is mandatory to all the bidders participating in the price bid to quote their percentage for Administrative/Service charges.
  - e) In case, contractor fails to quote their percentage, their tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.

9. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique Username & Password by authorized service provider. The Bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
  
10. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD.
  
11. At the end of the E-tendering, SBI will decide upon the successful bidder. SBI decision on award of Contract shall be final and binding on all the Bidders.
  
12. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
  
13. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
  
14. OTHER TERMS & CONDITIONS:
  - a. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders/service provider.
  - b. The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
  - c. SBI decision on award of Contract shall be final and binding on all the Bidders.
  - d. SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
  - e. SBI and its authorized service provider shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
  - f. SBI and its authorized service provider are not responsible for any damages, including damages that result from, but are not limited to negligence.
  - g. SBI and its authorized service provider 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.

## GENERAL INSTRUCTIONS TO TENDERER

**1. Purpose:**

Providing Catering Services for Top Executives at Local Head Office, Koti, Hyderabad

**2. Invitation:**

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

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

**3. Eligibility Criteria:**

Bid is open to only to Catering Agencies under Category- A empanelled with State Bank of India, HYDERABAD Circle.

**4. PREQUALIFICATION OF BID DOCUMENTS & TECHNICAL BID:**

- (i) The bidders are advised to upload the under mentioned requisite document in the e-tendering portal on or before the last date of tender submission.
  - a) Hard Copy of Letter of Declaration signed and stamped by the Authorized Signatory.
  - b) Demand Draft of specified amount of EMD
  - c) Demand Draft of specified amount (non-refundable) towards Tender Processing Fee
- (ii) Contractors not submitting any one or more documents mentioned above and elsewhere in this document shall not be eligible to participate in the online price bidding.
- (iii) The EMD of the bidders not qualified for the reasons whatsoever including disqualification in the Technical Bid Evaluation shall be returned to the bidder within 30 days without interest after the decision to award the work is taken.

**5. Disclaimer:**

The information contained in this Tender document or information provided



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

This Tender is neither an agreement nor an offer and is only an invitation by State Bank of India 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 SBI 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 SBI action. Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

SBI 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, 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. SBI 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, SBI is entitled to issue corrigendum to Tender (to be posted in Bank's website only) relevant to the Scope of Work. Nothing in this Tender or any addenda is intended to relieve Bidders from

forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

**6. Clarifications & Amendments:**

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

**7. Bid Integrity:**

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

**8. Format and Signing of Bid**

- i. The bidder should prepare submission as per 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. Bidders responding to this Tender shall submit letter of declaration in the given format on their letter head along with necessary EMD & Tender Processing fees.
  - v. In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. The bank may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.
9. The Bidders requiring any clarification on the bidding documents should submit written queries on or before the time permitted.
10. At any time prior to the deadline for submission of bids, SBI may modify or alter the bidding document by issuing an amendment on Bank's website only.
11. Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been taken into account by the tenderer in its tender submission.
12. Any clarification issued by SBI will be in the form of an addendum / corrigendum will be communicated via e-mail. 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 e-mail.
13. The Contractor shall ensure that they are fully conversant with the premises/ building/ complex in question as well as with the business activities thereat and its related manpower requirements for the work specified.
  14. The SBI 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 SBI, except under emergencies / unavoidable circumstances.
  15. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
  16. The Contractor shall issue identity cards/ identification documents to all its employees.
  17. The personnel of the Contractor shall not be the employees of the SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
  18. The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBI shall not have any liability whatsoever on this account.
  19. The details of the machineries proposed to deploy and other technical details can be furnished in the Technical bid.
  20. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.
  21. The Technical Bid and the Price Bid will be opened as per the schedule given in NIT.
  22. Tenders received after the due date and time, are liable for rejection. SBI reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.
  23. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
  24. Tenderers sign & stamp in each and every page of the tender document before submitting tender.
  25. The rate should be quoted in Indian Currency only.
  26. In quoting rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. Please note that the rate quoted in the tender shall remain firm and valid for the contract period of 'ONE YEAR' from the date of commencement of work. During this period no request for enhancement / escalation in rates shall be considered under any circumstances.
  27. The rate quoted by the tenderer shall remain firm and shall cover and include cost of all materials required for upkeep of the premises, wages to the labourers, supervisors, plumber, other technical & supervisory staff and workmen, tools &

equipment deployed, maintenance of the machineries, contractors profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central Government Minimum Wages Act but excluding Goods & Service Tax (GST).

28. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
29. Please note that it is tenderers' responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the Bank.
30. The bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
31. No employee of SBI shall be engaged by the contractor during the course of carrying out the works.
32. If any tenderer withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the SBI 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.
33. 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.
34. 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 / indecent behaviour reported while on duty, such person/persons shall not be allowed to work at site anymore and the Bank reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.
35. 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.
36. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data & ID proof of the staff deployed at site like their full address, educational qualification, age proof etc. shall be made available before commencement of work. The staffs have to be deployed in consultation with the user dept.
37. 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 SBI.
38. 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.
39. Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.

40. 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.
41. 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.
42. 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.
43. STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.
44. 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 SBI directly for verification every month along with their monthly bills failing which bills may not be paid.
45. 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 SBI directly, failing which bill will not be entertained.
46. No union formation is allowed.
47. The Contractor's supervisor shall be first line of contact for SBI, who shall report to the designated officers of SBI for all requirements. Mobile numbers of supervisors to be provided on receiving the work order.
48. The personnel who are appointed as Janitors shall be provided with all cleaning and safety material for cleaning purposes by the Contractor.
49. The estimated quantity for manpower and machines mentioned in this tender is minimum indicative. It shall, however, be sole responsibility of the contractor to ensure deployment of additional manpower required, if any, for execution of work and services to the utmost satisfaction of client/employer/owner i.e. SBI without any extra charge but within the accepted tender amount only.
50. In case, any demand is raised by the SBI for providing additional manpower for any extra work /activity other than those pertaining to the scope of work of the captioned project, the contractor shall make arrangements for the same and cost thereof shall be paid by the Bank on the basis of minimum wages payable to specific skill set of labour engaged.
51. All the chemicals, consumables required for the purpose of providing services should be of standard brands as specified in the tender, and as per the approval of the SBI. No sub-standard material shall be used. The chemicals used for the purpose of cleaning shall be eco-friendly and bio-degradable.

**FORMAT AGREEMENT BETWEEN BANK AND COMPREHENSIVE CARETAKING  
AGENCY**

This guarantee is made on this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ Bank, having its Registered / Head office at \_\_\_\_\_ and among others a branch office at \_\_\_\_\_ (hereinafter called the "Bank", which expression shall, unless repugnant to the context or meaning thereof, shall mean and include, its successors and assigns) in favour of State Bank of India, a body corporate constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having one of its Local Head Offices at \_\_\_\_\_ and a Branch Office at \_\_\_\_\_ /through its \_\_\_\_\_ Office/ Department at \_\_\_\_\_ (hereinafter referred to as "SBI" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns).

WHEREAS \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assignee) has agreed to provide the services of \_\_\_\_\_ (hereinafter "Services") to SBI in accordance with the agreement dated \_\_\_\_\_ (Hereinafter referred as "Agreement") executed between the SBI and the Service Provider.

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of \_\_\_\_\_ year. WHEREAS, in accordance with terms and conditions of the Agreement, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfil its obligations as agreed in the Agreement.

WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfil any of its commitments / obligations under the Agreement, SBI shall be entitled to invoke the Guarantee.

AND WHEREAS, the \_\_\_\_\_ Bank (Guarantor), at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

NOW THIS GUARANTEE WITNESSETH THAT

1. (a) In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the Agreement, we the Bank hereby unconditionally and irrevocably guarantee that Service Provider shall fulfil its commitments and obligations in respect of providing the Services as mentioned in the Agreement and in the event of Service Provider failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in the Agreement, we the \_\_\_\_\_ Bank (Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

(b) Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfil its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the \_\_\_\_\_ Bank (Guarantor) and shall not be questioned by the \_\_\_\_\_ Bank (Guarantor) in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the \_\_\_\_\_ Bank (Guarantor) without any delay.

(c) We the \_\_\_\_\_ Bank (Guarantor) confirm that our obligation to the SBI, under this Guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and Service Provider.

(d) This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

2. WE \_\_\_\_\_ BANK (GUARANTOR), HEREBY FURTHER AGREE & DECLARE THAT:

(a) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the \_\_\_\_\_ Bank (Guarantor) from its liabilities under this Guarantee.

(b) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the \_\_\_\_\_ Bank (Guarantor),

notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.



(c) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the \_\_\_\_\_ Bank (Guarantor) or by merger or amalgamation or any change in the Constitution or name of the \_\_\_\_\_ Bank (Guarantor).

(d) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise

(e) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Bank mentioned herein.

(f) This Guarantee shall remain in full force and effect for a period of \_\_\_ year(s) \_\_\_\_\_ month(s) from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

(g) This Guarantee shall be governed by Indian Laws and the Courts in \_\_\_\_\_, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

(h) Notwithstanding anything contained herein above:

i) Our overall liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

ii) This Bank Guarantee shall be valid up to \_\_\_\_\_

iii) The \_\_\_\_\_ Bank (Guarantor) is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serves the Bank claim or demand on or before \_\_\_\_\_.

(i) The guarantor, under its constitution, has powers to give this guarantee and Shri \_\_\_\_\_ (signatories) Official(s)/ Manager(s) of the Bank who has / have signed this guarantee has/ have powers/ authority to do so.

3. The Contractor shall arrange for the services at the establishment. He shall adhere to the Schedule as to the time and work to be performed as mentioned in the Schedule more specifically described hereunder.

4. The charges payable by the Bank to the Contractor for rendering the services enumerated will be as per the rates quoted in the Price Bid of Contract. The details of which are as detailed in Annexure.

5. The Bank may provide (but not bound to do so) a few selected articles/equipment for use in the Bank's premises for the purpose. The contractor shall take care of the said articles / equipment as a bailee, in terms of the provisions contained under the Indian Contract Act and duly return them in good working order and condition to the Bank on and at the expiry of the currency of these presents or on its sooner determination in terms of these presents. The daily and periodical maintenance of the articles/equipment shall be the sole responsibility of the contractor. The cost of



replacement / repair and servicing of all the articles/equipment during the currency of these presents shall be borne exclusively by the contractor only.

6. All the materials used for services should be certified ISI mark and or as per the brand names/others as may be specified by the Bank. Food Ingredients/raw materials, Chemicals, Sprays, detergents and other materials should be of high quality satisfactory to the Bank and shall be procured from reputed dealers / shops. The contractor shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including their transportation.
7. The contractor shall always have on his active rolls the services of sufficient number (as indicated in his offer document) of able, efficient, clean healthy, honest, well-behaved and skilled persons including qualified technical or supervisory staff for rendering services at the establishment/s.
8. The contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor shall and be deemed for all legal and contractual purposes, the employer of the said personnel engaged by him and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against the Bank now or at a future date. He will, at the request of the authorized Officer of the Bank / establishment remove from the work any person engaged by him for the services who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and / or is not courteous, polite with the employees of the Bank or its customers or third parties.
9. The contractor shall strictly comply with all extant 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 not 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 answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.
10. The contractor shall be responsible for the training, allotment of duties, hours of work and timings 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.

11. The contractor shall provide proper uniform to all personnel and ensure their cleanliness and upkeep.
12. The contractor shall ensure excellent standard of housekeeping and maintenance and also ensure that the entire premises are kept hygienic and clean. Preventive pest control measures will also have to be done by the Contractor. The cleansing materials, equipment should be arranged by the Contractor.
13. The Contractor shall discharge his obligations under these presents most diligently, efficiently and honestly.
14. The Contractor shall bear all costs and expenses and stamp duty in respect of all Agreements that may be entered into with the Bank to give effect to this arrangement as per prevailing Stamp Act.
15. The contractor 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 services.
16. The Contractor will be obligated to meet the Premises Committee once in a month for assessing and monitoring the quality of housekeeping services rendered as may be decided by the Bank and for which notice will be given to the contractor either in person or by a written communication. The Contractor shall comply with such observations/feedback made and furnished by the Bank for improvement of the services by him/ her. However, the continuance of the contract shall be subject to review of the performance from time to time and in case the performance is not found to be satisfactory by the Bank for any period under such review, the Bank at its discretion, reserves its right to terminate these presents under due notice to the Contractor without incurring any further liability therefore.
17. The agreement shall come into force and be effective from the date of work order and holds valid till **the completion of 1 (one) year** subject to the review of satisfactory performance as mentioned hereinabove. The satisfactory performance shall also include making payment to the employees strictly as per the wages mandated by the Labour Commissioners periodically. This agreement shall be terminated by efflux of time or earlier by one month's notice at the option of the Bank in the event of unsatisfactory performance or breach of any of the stipulated conditions or qualitative dimensions of the various services agreed upon the contractor under these presents. The contractor may, after giving three months' notice to the Bank terminate the contract. If he so desires at any time during the course of the currency of this agreement. The contract may be renewed for a **further period of 12 months** under the same terms and conditions stated in this agreement with mutual consent.

18. The contractor shall deposit a sum of 5% of Annual contract value as SECURITY DEPOSIT with the Bank for due fulfillment and performance of the contract. The Security Deposit shall be held in Term Deposit with the State Bank of India in the joint names of Bank and the contractor and all deposit receipt will be kept in the custody of the Bank. The Security Deposit along with interest accrued will be returned to the contractor after three months from the date of expiry of contract subject to no defects or loss or damage caused to the Bank and / or materials / articles / equipment's provided to him are duly accounted for and returned to the Bank in good working order and condition by the contractor to the satisfaction of the Bank and all his dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled.
19. The Contractor undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensations of the personnel enrolled by him and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligations, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines, penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof. The contractor shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines or penalties and compensations etc. if any as aforesaid.
20. The contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and which are used by the Contractor during the course of the housekeeping services under these presents.
21. The Contractor shall obtain adequate Insurance Policy in respect of his workmen engaged for the service towards meeting the Liability of Compensation arising out of death, injury / disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.
22. The Contractor will submit the bills for the services rendered, only at the end of each month to the authorized officer and who will scrutinize the bills and if found in order, certify for payment along with the certificate to the extent that all the equipment supplied by the Bank are well maintained and are in order. The payments as far as possible will be made within one week 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.

23. 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.
24. In case the Contractor fails to fulfill his obligations for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquidated damages a sum **not exceeding 5%** of the total annual contract value and the Bank shall without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages from the money, if any, payable by them to the Contractor.
25. All questions relating to the performance of the obligations under this agreement and to the quality of materials used in respect of the services 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 referred to Assistant General Manager, Premises & Estate Department in the Bank, whose decision shall be final, conclusive and binding on the contractor.
26. All the taxes which the Bank may be liable to deduct or called upon to so deduct during the currency of the arrangement which are liable to be payable by the contractor under the law but not so paid, shall be set-off against the bills raised by the contractor and paid to the respective Government Departments or authorities as may be required under law and the contractor shall have no claim against the Bank in respect of any or all such payments.
27. The contractor should possess, for the entire duration of these presents, all licenses 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 1950 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 revised in accordance with the revision in Central Govt. or any other Statutory / Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor. However, the administrative / service charges shall remain the same during the tenure of the contract.
28. The Contractor shall in terms of the provisions of Sections 16,17 and 18 of the Contract Labour (Regulations & Abolition) Act, 1970 and the Rules framed under said Act provide the prescribed amenities to its personnel. In case of failure of the

contractor in complying with the said provisions, the Bank may provide the same when called upon to do so by the Competent Authorities and deduct the expenses incurred thereof from the bills of the Contractor without prejudice to its other rights and remedies under these present. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far these relate to the compliance of any and all statutory provisions / obligations.

29. In terms of provisions of the aforesaid Contract Labour (Regulation & Abolition) Act, 1970 and Rules 72 and 73 of the Rules framed there under, in case the same are applicable to the Contractor, the Contractor shall disburse the minimum wages payable to its personnel only in the presence of the Authorized Representatives of the Bank and shall obtain due certification to that effect from the said Authorized Representative of the Bank. Any violation of the aforesaid provisions of the Law will entail forthwith termination of this Contract in addition to such penal consequences as may be attended with under these presents.
30. Nothing contained in these presents is intended nor shall be construed to be a great, demise or assignment in law of the premises or the articles / equipment or any part thereof by the Bank to the Contractor and or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.
31. 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, Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.
32. The Contractor shall be responsible for any loss due to theft / pilferage and / or damage to the Bank's property when such damage is, in the opinion of the Bank, caused due to negligence, carelessness or any fault on the part of the Contractor or his workmen / employees engaged for the services. The Contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.
33. If during the currency of the Contract, any Statute, Rules / Government 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.
34. Any indulgence, forbearance or waiver, granted or shown or made on the part of the Bank will not prejudice its rights under the contract.
35. The courts in HYDERABAD City (Telangana State) alone shall have jurisdiction in respect of any matter touching these presents.

### **Liquidating Damages**

If the successful bidder fails to perform or provide services in the technical specifications and scope of work with the requisite quality, minimum qualification of the manpower and within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent up to 5% of the monthly bill of the respective month.

### **Statutory and other Regulations**

The successful bidder shall comply with all the statutory obligations of the Government of India / State Governments / Municipal Authorities and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-fulfillment of statutory obligations by the Contract.

### **Arbitration**

In case of any dispute or difference arising out of or in connection with the maintenance contract, successful bidder and the Bank shall first endeavour to settle such disputes or differences amicably. If both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrator as provided herein.

In case of failure of such amicable settlement by the parties, either party may within 28 days of such a failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters, which are in dispute, or differences, which require to be referred to the arbitrator. A single arbitrator should be appointed by both the parties jointly or in case of disagreement as regards appointment of a single arbitrator, both the parties shall appoint one arbitrator each and the two arbitrators so appointed shall appoint an umpire. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitrations.

In the event of the Arbitrator or any one of the arbitrators, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set aside by the Court for any reason, it shall be lawful for the parties to appoint another Arbitrator in the manner provided herein above.

The venue of arbitration shall be HYDERABAD, India.

The Arbitrator or Arbitrators so appointed under this Schedule shall hold the arbitration proceedings.

The Arbitrator, Arbitrators or Umpire, as the case may be shall give reasoned award in respect of each item of disputes, which shall be final and binding on both the parties.

In case during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators ,or Umpire , as the case may be , shall be deemed to have been revoked and the arbitration proceeding shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof with the Arbitrator or Arbitrators or the Umpire, as the case may be.

Governing Law: The contract shall be interpreted in accordance with the laws of the Government of India.

**Inspection:**

The Bank shall have the right to inspect duties being performed by the personnel, and the quality of materials used, to ensure that the Contractor is effectively carrying out the obligations under the Maintenance Contract. All questions relating to the performance of the obligations under the Maintenance Contract, 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 Bank, whose decision shall be final, conclusive and binding on the Contractor.

The Bank may also require that the Contractor should get the quality and quantity of material used by him, and the jobs completed / executed by him, certified by an official of the Bank, before the bills related to those items/ jobs are paid by the Bank.

**Termination of the Contract**

The Bank reserves the right to terminate the agreement in case of breach of any terms and conditions of this agreement & scope of work by the Contractor, one month notice. The Bank also reserves its right, to claim damages for such breaches and the decision of the bank in this regard shall be final. Bank can terminate the agreement if the services provided by the Contractor are found to be unsatisfactory. Delivery of the services and performance of the services shall be made by the contractor in accordance with the time schedule and other terms and conditions as specified in the RFP. Any delay in performing the obligation/ defect in performance by the contractor may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and /or termination of contract.

**Force Majeure**

Neither party shall be liable for delay in performing obligations if the delay or failure is due to any of the following force majeure i.e. Act of God or any Government Act, fire, earthquake, flood, explosion, strikes/ Bandhs, civil commotion or anything beyond the control of either party. The party shall make all reasonable endeavors to minimize any such delay.

IN WITNESS WHEREOF THE BANK and the contractor have set their respective hands to these presents and duplicates hereof the day and year first hereinabove written

SIGNATURE CLAUSE

Signed, Sealed and delivered by the State Bank of India

Shri.....

.....  
(SEAL & SIGN OF THE EMPLOYER)  
(Name & Designation)

In the presence of

Witness No.1.....

Witness No.2.....

Signed, Sealed and delivered by M/s. ....

(SEAL & SIGN OF THE CONTRACTOR)  
(Name with full address)

Witness No.1.....

Witness No.2.....





**STATE BANK OF INDIA**  
Premises and Estate Department  
3rd floor, SBI LHO Premises,  
Bank Street, Koti, Hyderabad – 500 095, Telangana.

**INVITES ONLINE TENDER SUBMISSION**

**FOR**

**PROVIDING CATERING SERVICES FOR TOP EXECUTIVES AT LOCAL HEAD  
OFFICE, KOTI, HYDERABAD**

**PRICE BID**

Last Date for Submission is: 30/10/2024

**The Assistant General Manager (P&E)  
3<sup>rd</sup> floor, SBI LHO Premises,  
Bank Street, Koti,  
Hyderabad – 500 095  
Telangana.  
040-23466346 / 48**

**PRICE BID FORMAT**  
(TO BE FILLED ONLINE \*)

**PART – A-Regular menu**

<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>Approx. Qty per day</b>	<b>Rate per No. (Excluding GST)</b>
1.	Lunch (Veg/ Non Veg)	30 No's	300
2.	Tea/Coffee/Milk/ Green Tea/ Lemon Tea	200 No's	25
3.	Evening Snacks Like Paneer Tikka, Grill Sandwich, Alfredo Pasta, Dahi Vada Etc	45 No's	60
4.	Dry Fruit Snacks(100gms)	45 No's	100
5.	Fruit Plate (Two Varieties-More Than 200 gms)	45 No's	80
6.	Beverages (Buttermilk, Thandai, Badam Milk, Rose Milk, Cappuccino, Cold Coffee, Flat White, Etc)	50 No's	50

**PART-B-VIP menu (Will required to be operated for about 10 days in a month for about 35 PAX)**

<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>Rate per No. (Excluding GST)</b>
1.	Lunch (Veg/ Non Veg)	450
2.	Tea/Coffee/Milk/ Green Tea/ Lemon Tea with premium quality	30
3.	Evening Snacks like paneer tikka, grill sandwich, Alfredo pasta, dahi Vada etc with sweet and beverage	150
4.	Dry Fruit Snacks (100gms) with assorted varieties	180
5.	Fruit Plate (Three varieties-more than 250 gms)	120
6.	Beverages (Buttermilk, Thandai, Badam Milk, Rose Milk, Cappuccino, Cold Coffee, Flat White, Etc)	60

**PART-C-Special menu (Will required to be operated once in a month for about 35 PAX)**

SI. No.	DESCRIPTION	Rate per No. (Excluding GST)
1.	Lunch (Veg/ Non Veg)	800
2.	Tea/Coffee/Milk/ Green Tea/ Lemon Tea with premium quality of choice	40
3.	Evening Snacks like paneer tikka, grill sandwich, Alfredo pasta, Dahi Vada etc with choice sweet and beverage	200
4.	Dry Fruit Snacks (100gms) with imported varieties.	220
5.	Fruit Plate (Three choice varieties-more than 250 gms)	200
6.	Beverages (Thandai, Badam Milk, Rose Milk, Cappacino, Cold Coffee, Flat White, Etc)	100

Administration/Service charges to be quoted by the bidder in percentage	
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**NOTE:**

- The above quoted price shall be exclusive of GST. The cost of GST shall be reimbursed at actuals at the time of payment.
- The Administrative / Service charges quoted for the Manpower under each category shall include employer contribution towards EPF, ESI. All statutory deductions / payments, profit, lumpsum charges towards Insurance as applicable to industry standards, personal protective equipment, tools required, and other charges related to scope of work.
- Tenders of Administrative / Service charges quoted below or Zero or at par percentage shall be deemed invalid and unresponsive tender and shall summarily be rejected.
- In case, the Lowest Tendered Amount (i.e. Percentage quoted) of two or more contractors is found to be the same, tender process will be cancelled and re-tendering will be done to identify L1.