

GeM ID	
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**STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT, BHOPAL
SULTANIA ROAD, BHOPAL (M.P.) 462001**

***INVITES TENDERS
THROUGH E-TENDERING PROCESS***

**Part – I (Cover-“A”)
(Technical Bid)**

**ONLINE E-TENDERS ARE INVITED FROM ELIGIBLE CONTRACTORS FOR PROVIDING
CATERING SERVICES AT STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT,
SULTANIA ROAD BHOPAL (M.P.)462001**

**Name of The Tenderer: STATE BANK INSTITUTE OF LEARNING AND
DEVELOPMENT, BHOPAL**

Address: SULTANIA ROAD, BHOPAL (M.P.) 462001

Email ID: director.sbildbhopal@sbi.co.in

GSTIN: 23AAACS8577K1ZX

Contact No.

Landline 0755-2990826

Mobile 9826227422

Last date for submission of Technical bids: 5:00PM (IST) on 06/10/2025

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NOTICE INVITING TENDER (NIT)

State Bank Institute of Learning and Development, Sultania Road, Bhopal (M.P.) 462001 invites two-bid tenders from Catering Contractors who are in India for Providing Catering Services at State Bank Institute of Learning and Development (SBILD), Bhopal

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

(Vendors are requested to visit the Bank’s website and GeM Portal for any corrigendum issued in this regard)

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

i	Name of the work	E-Tender for providing Catering Services at State Bank Institute of Learning and Development (SBILD), Sultania Road, Bhopal (MP) 462001.
ii	Cost of Tender Documents cum processing fees (Non-refundable)	Not Applicable
iii	Earnest Money Deposit (EMD)	Rs.65,000/- (Rupees Sixty Five Thousand Only) in the form of Demand Draft issued by any Nationalized/Scheduled Bank drawn in favour of “ SBILD Bhopal ” payable at Bhopal to be sent to Director, State Bank Institute of Learning & Development (SBILD), Bhopal, Sultania Road, Bhopal (MP). Against an estimated cost of Rs. Rs. 65.10 lacs. Please ensure to submit EMD to Director, State Bank Institute of Learning & Development (SBILD), Bhopal, Sultania Road, Bhopal (MP). as without EMD the tender will be rejected. This shall be returned after successful completion of the tendering process. No interest shall be payable on the EMD amount by the Bank.
iv	Details of issuing department where work has to be carried out.	State Bank Institute of Learning and Development (SBILD), Sultania Road, Bhopal.

v	Security Deposit (SD)	The successful Contractor, whose tender is accepted by the Bank, shall be bound to deposit a sum equivalent to 10% of accepted “Annual Contract Value” including EMD as Security Deposit (SD) in the form of STDR/FDR issued by any Nationalized/Scheduled Bank favoring “SBILD Bhopal” payable at Bhopal. The contractor may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Bank, other than SBI, in the Bank’s approved Format. (Annexure-13)
vi	Date for Availability of Tender Document (Technical Bid and Price Bid) on Bank’s Website	From 24/09/2025 from 10:30 AM to 06/10/2025 at 05:00 PM on Bank’s Website: www.sbi.co.in<LINK>Procurement News. Bidders to visit Bank’s website for checking any amendments etc. incorporated.
vii	Uploading of Technical Bid & Certificate of Compliance to Terms & Conditions of the tender on GeM Portal	From 24/09/2025 from 10:30 AM to 06/10/2025 at 05:00 PM
viii	Pre-bid Meeting for Clarification from Bidders in Pre-bid Meeting	On 30/09/2025 at 04:00 PM at SBILD Bhopal. The representative of Contractors/Bidders who have valid written authorization will only be allowed to attend the meeting.
ix	Last date and time for receipt of queries through E-Mail at director.sbildbhopal@sbi.co.in	By 29/09/2025 11:00 AM. No individual communication either written or telephonic shall be provided/entertained to the Bidder.
x	Address for Submission and opening of Technical Bid	State Bank Institute of Learning and Development, Sultania Road, Bhopal (M.P.) 462001
xi	Date and time of Opening of Technical Bid	08/10/2025 at 12:00 Noon
xii	Date and time of Opening of Price Bid (Online)	(Date and Time of opening of Price Bid Online will be advised separately)
xiii	Validity for Offer	180 days from the date of opening of Price Bid. The bidder may be required to give consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by the Bank in writing or by email. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, any extension of validity of

		bids will not entitle the bidder to revise / modify the bid document.without the written consent of the Bank.
xiv	Date of Commencement of work	1st Day of succeeding month of the work order.
xv	Penalty/ Liquidated damages	As per relevant clause in the tender documents.
xvi	Period of honoring Payment Certificate.	1st Week of the month & the payment shall be made within 7 working days from the date of receipt of bill (Excluding Sunday and Public holidays)
xvii	Insurance	As per insurance clause of the tender documents.
xviii	Period of contract	Initially for a period of ONE (1) Year subject to its renewal for two more years on similar terms upon satisfactory performance within sole discretion of the bank and revised minimum wages as applicable at that time.
xix	Rates	Rates quoted by the bidders shall remain firm throughout the contract period including all taxes (excluding GST and minimum wages/VDA), duties, levies, royalties, transportations labour other incidental charges, etc. GST shall be paid/ reimbursed to the vendor as per Bank's norms as applicable. Any increase in minimum wages/ VDA as per Central Govt. Act will be reimbursed.

- 3. In case the date of opening of tender is declared as a holiday, the tenders will be opened on the next working day at the same time.**
- 4. Tenders received without EMDs hall be summarily rejected.**
- 5. SBILD reserves all rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.**
- 6. Any vendor quoting abnormal/unrealistic/ unreasonable rates in the Price Bid, SBILD may reject their price bid for that particular work without assigning any reason. For ensuring quality of food, hygiene, service etc. any contractors/firms coating below the estimated rate for food items, as mentioned in Price Schedule-1 of Annexure-15, would be considered unrealistic / unreasonable and would be rejected.**
- 7. In case of any tie among the tenderers on L-1 amount, SBILD reserves the right to evaluate and select the L-1 Bidder on the basis process specified in Gem Portal.**
- 8. The Bidders disqualified/debarred/terminated by the SBI during the last five years from any**

of their projects on account of unsatisfactory performance, shall not be eligible to apply/quote.

9. The Vendor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages. Tender documents without seal and signature of the authorized tenderer are liable to be rejected.
10. The intending bidders are categorically advised to submit the pre-qualification documents strictly in the attached formats only. The information required should be neatly filled/typed in each and every columns and row of the formats. The applications received with “partly filled formats” not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be summarily rejected without any reference to the bidder and at the bidder’s risk and responsibility.
11. The applicants are categorically advised to refrain from mentioning the remark “AS PER ATTACHEMENT / ENCLOSURES” in their applications and annexures to avoid rejection of their applications.
12. Vendors who are registered as Micro & Small Enterprises (under UDYAM) need not submit EMD and Tender processing fees. Such vendors are advised to upload valid MSE UDYAM certificate online.

Confidentiality:

This document is meant for the specific use by the Company/person(s) interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. SBILD expects the vendors or any person acting on behalf of the vendors to strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

Assistant General Manager & Director

SBILD, Bhopal

ELIGIBILITY CRITERIA

Bidders fulfilling the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be liable to be rejected.

Sr. No.	Eligibility Criteria	Documents to be Submitted
I	The Bidder must be a Firm / Proprietary / Partnership /LLP/ Company registered under companies Act with an experience of minimum 7 years in the field of Catering services preceding the date of this notice inviting tenders, with reputed clients in rendering catering services (breakfast, lunch and dinner) and not like a cafeteria type commercial setup , preferably at large PSU Training Institutes/Bank or Financial Institutions Training Institutes, preferably Banks/RBI and the catering services should be related to the executives of Single Client or Training Institute at one single location with minimum of 60 persons per day providing multi-cuisine vegetarian and non-Vegetarian food.	In case of Proprietorship concerns copy of Shop License / Registration certificate and the GST Registration certificate. In case of firms, copy of the firm registration certificate and GST registration. In case of company, copy of certificate of incorporation issued by Registrar of companies and full address of the registered office plus GST registration certificates. Experience certificate rendering catering services to reputed clients (preferably at large commercial Banks / Govt. training centres) to be attached.

II	Three Similar Completed works each one having “Annual Contract Value” not less than Rs.26.00 lacs OR Two Similar Completed works each one having “Annual Contract Value” not less than Rs.33.00 lacs OR One Similar Completed work having “Annual Contract Value” Not less than Rs.52.00 lacs in commercial organization. Note: “Similar Completed work” under this clause shall mean successful completion of Catering Services work for the PSU Training Institutes/Bank or Financial Institutions or Central and State Govt Training Institutes, Multinational Corporations etc.	Copy of the work order and work completion certificates issued by the Principal Employers specifying following information relating to the works carried out during the period from 01/04/2020 to 31/03/2025: a) Scope of work b) Contract Value c) Area of the Building d) No of staff deployed by the Contractor for the Contract. (please provide the breakup/proof of skilled, semi-skilled, un-skilled employed) e) Period of the Contract. f) Monthly payment.
III	The Bidder should have a minimum average annual turnover of Rs.20 lacs for the last three years as on 31.03.2025 from catering related activities. Audited Balance sheet Certified by Chartered Accountant for the years 2022-23, 2023-24 and provisional Balance Sheet for the year 2024-25 establishing the turnover criteria should be submitted.	(I) Copies of the audited P&L account and Balance Sheet duly certified by the Chartered Accountant including 3CA / CD and auditor notes and accounts. (ii) Copies of returns submitted to the Tax authorities such as IT and Service Tax/GST etc. (ii) Copies of returns submitted to the Labour Commissioner.
IV	The Bidders should not have incurred loss in last preceding three years ending on 31st March 2025.	Affidavit to be submitted.
V	The bidder should have a solvency certificate of 30% the estimated cost from any Scheduled Commercial Bank. The Solvency Certificate should not have been obtained after 31st March 2025.	Original Solvency Certificate
VI	Tenderers should have applicable and valid registrations with statutory authorities, viz. Income Tax, Goods and Service Tax, Labour License under section 12 (1) of the Contract labour regulation and Abolition) Act 1970 Employees Provident Fund Organisation (EPF), Employees State Insurance (ESI) Corporation, PAN etc.	Certified copies of supporting documents to be attached.

VII	The tenderer should have constituted a sexual harassment Committee under the sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act 2013.	Suitable declaration to this effect to be submitted on the letter head of the bidder duly signed by the Authorized Signatory only.
VIII	Bidder should have Office at M.P or C.G or should be able to open office at Bhopal within two months of receiving work order.	Address Proof of the firm should be submitted.
IX	Bidder should not have been disqualified / debarred/ blacklisted from any Governments, Semi-Governments, PSUs, Banks including any of the Offices/ Branch of State Bank of India PAN India or not involved in any illegal activity or financial frauds.	Suitable declaration to this effect to be submitted on the letter head of the firm duly signed by the Authorized Signatory only.
X	The Tenderer should have valid food license from the Municipal authorities and Food Safety and Standards Authority of India (FSSAI) for Catering Services.	Certified copies of supporting documents to be attached.
XI	Bidder should be able to provide 24x7 services on required basis.	Undertaking to this effect to be submitted.
XII	Names of any two references & their addresses with the Contact Nos.	Details should be provided.
XIII	Certificate of registration under contract labour (Registration & abolition) act.	Copy of the certificate should be attached.
XIV	Certificate of registration with office of Regional Provident Fund Commissioner.	Copy of the certificate should be attached.
XV	Copy of license with Employee's State Insurance Corporation.	Copy of the license should be attached.

- Copies of the Documentary evidences must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
- We have read and understood the above-mentioned pre-qualification criteria and shall abide by the same.
- The Price Bids below the minimum price fixed by the Bank will not be considered.
- After selection of the bidders on the basis of the technical bids and before opening of the price bids, a committee from the Bank may carry out inspection of one of the sites where the bidder is presently giving services.
- The bidder should not have been blacklisted by any corporate/Govt. Department/PSU etc.

- In case two or more bidders quote similar prices in the price bids, the process of GeM portal will be adopted to select the bidder.

Signature of the Authorized signatory with Seal

TECHNICAL BID EVALUATION MATRIX

ANNEXURE :B

TECHNCIAL BID EVALUATION:

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

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

1. Technical bid of the Bidder will be evaluated on the basis of the information duly supported by the documents submitted and on the basis of the following evaluation matrix.
2. During the Technical evaluation, each bidder will be assigned marks, out of total of 100 marks, as per the criteria below: -

(i)	Place of Registration: - Registered/Corporate Office / Branch in M.P or C.G - Office outside M.P or C.G	(Max 10 Marks): 10 Marks 3 Marks	Supporting Documents to be submitted: Copy of Gumasta etc.
(ii)	Total Number of Years in Operations in similar field during last seven years. - Up to 7 years - More than 7 years and up to 10 years - More than 10 years	(Max 10 Marks): 5 Marks 7 Marks 10 Marks	Registrations/Proofs/Business commencements.
(iii)	Average Annual turnover of last three financial years 20 lacs - More than 20 lacs and up to 50 lacs - More than 50 lacs	(Max 10 Marks): 5 Marks 8 Marks 10 Marks	Copy of the audited Balance Sheet and /or Certificates of the Chartered accountant for preceding three years
(iv)	Working Experience in Last 7 Years (a) With Banks, Financial Institutions, Central & State Govt. department / Organizations, PSUs, MNCs etc. (b) Other Govt Department etc. - Other than (a) & (b)	(Max 10 Marks): 10 Marks 7.50 Marks 5 Marks	Copy of the order and /or Certification of the Completion of the work. The Bidder should also furnish user acceptance report.
(v)	Value of Single Largest Project Completed in Last 7 Years - Less than 26 lacs - More than 26 lacs and up to 52 lacs - More than 52 lacs	(Max 10 Marks): 3 Marks 8 Marks 10 Marks	Supporting documents/proofs if any.

(vi)	Value of Single Largest Project in Hand - Less than 26 lacs - More than 26 lacs and up to 52 lacs - More than 52 lacs	(Max 10 Marks): 3 Marks 8 Marks 10 Marks	Supporting documents/proofs if any.
(vii)	Quality Related Marks - ISO - SA 8000 © OHSAS 18001/ Any other International Accreditation Certificate - Not available	(Max 5 Marks): 2.5 Marks 2.5 Marks 5.0 Marks No Marks	Supporting documents/proofs if any.
(viii)	Performance Certificate from the Banks, Financial Institutions, Central & State Govt. department / Organizations, PSUs, MNCs etc. (a) If outstanding Performance submitted from more than three Principle Employers for project above 52 lacs. (b) If outstanding Performance Submitted from two employers for project above 54lacs. (c) If less than two (d) No certificate submitted as above	(Max 10 Marks): 10 Marks 8 Marks 3 Marks 1 Mark	Supporting documents/proofs if any.
(ix)	Constitution of Firm - Public Limited - Private Limited / LLP /Partnership - Others	(Max 10 Marks): 10 Marks 7.5 Marks 5 Marks	Copy of the Bye law/Certificates of incorporation issued by Registrar of the companies along Memorandum of Article of Association and full address of the registered office/Partnership deed.
(x)	The Bidder should be profitable organization (based on operating Profit/PBT/PAT as per the last Financial Year) In case of profit>5 lacs In case of profit<5 lacs	(Max 10 Marks) 10 Marks 5 marks	Copy of the audited Balance Sheet along with Profit & Loss statement for corresponding years and /or Certificates of the Chartered accountant.
(xi)	The Bidders should not have any Service Level Agreement pending to be signed with institutions for more than 6 months from the date of issue of purchase order issued by any such institutions as on the date of	(Maximum 5 marks) Pending SLA (0) No Pending	Affidavit.

	Bid submission.	SLA(5)	
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- **Documentary** evidence must be furnished against each of the above criteria along with an index 'A' documents must be signed by the authorized signatory of the bidder, Relevant portions, in the documents submitted in pursuance of eligibility criteria should be highlighted. the relevant documents **conforming** compliance of Technical bid evaluation criteria by the tenderer for evaluation.

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

Signature of the Contractor with Seal

ANNEXURE : C

EVALUATION OF PRICE BID

1. The Bidders qualified in the Technical Bid evaluation as above shall only be allowed to participate in the online price bidding.
2. The award of contract will be made to the bidder whose bid has been determined to be the lowest, responsive and complying all the pre-qualification and statutory criteria stipulated in the Technical Bid, Price Bid as also the receipt of satisfactory confidential reports sought from the present/previous employer.
3. The SBI reserve their rights to accept any or to reject all the bids without assigning any reasons therefor and no correspondence shall be entertained in this regard.

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

Signature of the Contractor with Seal

Name:

Place :

Date:

APPLICATION FORM

1	Name of the Bidder's Company / Firm				
2	Constitution (whether Public or private company / firm / Proprietary) (Enclose certified copies of documents as evidence)				
3	Address (Registered / Corporate Address)				
4	Contact Details: Name of contact person Telephone No. Mobile No. E-mail id				
5	Year of Establishment (Supporting document to be submitted)				
6	Name of Proprietor / Partner / Directors etc. (Mobile No. and email ID	Sr. No.	Name	Mobile No.	Email ID
		1			
		2			
		3			
		4			
7	Whether registered with the Registrar of Companies / Registrar of firms (if so, mention number and date and supporting documents to be submitted)				
8	Details of Similar works completed during the last 5 years (Details may be given in the enclosed format - Annexure '4')				
9	Registration with Govt. Authorities (a) Income -Tax (PAN) No:				

	(b) Goods and Service Tax No: (GST) (c) EPF Registration No: (d) ESI Registration No: (e) Labour License No.	
10	Annual turnover in Rs. for the last three financial years (year-wise) ending 31.03.2025 (Enclose certified copies of documents as evidence)	2022-23 2023-24 2024-25
11	Solvency Certificate Details: Amount Bank's Name Date of Issuance (Enclose certificate as evidence)	
12	No. of employees proposed to be engaged for running canteen	Supervisor Cooks Asstt. Cooks Servers Cleaners
13	Details of Earnest Money Deposit	DD/BC No. : Amount in INR.: Name of Issuing Bank: Payable at:
14	Mention if blacklisted and/or blacklisting proceedings pending with any client. Details of the same, with reason, to be furnished	

15	Details of disputes/litigations, if any, during the last 3 years If yes, please provide details thereof with reasons	
16	Whether any penalty imposed by Law Enforcing Agencies such as Labour Department, Sale Tax, GST, etc. If yes, please provide details thereof. with reasons.	
17	Details of penalty/liquidated damage imposed by any client for defective/delayed/non-compliance of services/work or violation of terms of the contract, during the last 3 years, ended on 31/03/2025. If yes, please provide details thereof, with reasons	
18	Whether firm had been barred from participating in the bidding process or kept in cooling period/under suspension by any client, during the last 3 years, ended on 31/03/2025. If yes, please provide details thereof, with reasons	
19	Please indicate details of any bankruptcy/winding up proceedings at any point of time in past.	
20	Whether Bidder's Company/Firm is owned/controlled in any capacity by any Director or Employee (or relatives thereof) of the Bank	Self declaration to be furnished by Bidder's Company/Firm on Company's Letter Head. (Annexure-10)

BIO-DATA OF THE DIRECTORS/ PARTNERS / KEY ACCOUNTS

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

Signature of Applicant with Seal

FINANCIAL INFORMATION

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

Sl.No	Years	2022-23	2023-24	2024-25
(i)	Gross Annual Turnover in Catering works			
(ii)	Profit / Loss			
(iii)	Financial Position a. Cash b. Current Assets c. Current Liabilities d. Working Capital (b-c) e. Current Ration f. Acid test ratio (Quick Assets / Current Liabilities (a/c))			

4. Income Tax Clearance Certificate

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

6. Financial arrangements for carrying out the proposed work

Signature of the Chartered Accountant with Seal

Signature of Applicant with Seal

**DETAILS OF ALL 'SIMILAR' WORKS COMPLETED DURING THE LAST FIVE YEARS
ENDING 31ST MARCH 2025.**

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

(Add separate sheet if required)

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

Signature of Applicant with Seal

ANNEXURE:5**DETAILS OF ALL 'SIMILAR' WORKS ON HAND - UNDER EXECUTION OR AWARDED.
(Enclose Copies of Work Orders Issued by Clients)**

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

(Add separate sheet if required)

Note:

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

Signature of Applicant with Seal

PERFORMANCE REPORT FOR 'SIMILAR' MAJOR COMPLETED WORKS

Name of the Work / Project & Location	:
Scope of Work	:
1. Agreement No. & Date	:
2. Estimated Cost / Tendered Cost	:
3. Actual Value of work done	:
4. Date of commencement	:
(a) Stipulated date of commencement	:
(b) Actual date of commencement	:
5. Date of Completion	:
(a) Stipulated date of Completion	:
(b) Actual date of Completion	:
6. Amount of compensation levied for delayed Completion if any.	:
7. Performance report based on	:
Quality of work	: Excellent / Very Good / Good / Poor
Time Management	: Excellent / Very Good / Good / Poor
Financial Soundness	: Excellent / Very Good / Good / Poor
Technical Proficiency	: Excellent / Very Good / Good / Poor
8. Average Rating on Food/Catering services	:

Head of the Organization

Note:

1. The Performance report is to be submitted separately for all major works mentioned in Annexure-4. The performance report preferably be submitted in the above Performa. In case, different Performa is used, the applicant shall ensure that the report / certificate shall contain all the above information / details.

ANNEXURE:7**DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED IN THE ORGANIZATION**

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

Note:

Details of Technical Personnel shall be provided qualification- wise

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

Signature of Applicant with Seal

DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES

I/We.....S/o/D/o.....

.....Residing at.....

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

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

Place :

Date :

Signature of Applicant with Seal

Name in Capital Letters:

Address:

FORMAT OF BANKERS' / SOLVENCY CERTIFICATE FROM A SCHEDULED COMMERCIAL BANK

To,
The Director,
State Bank Institute of Learning and Development
Sultania Road, Bhopal – 462001

No.:
Date:

SOLVENCY CERTIFICATE

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

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

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

(Signature)

1. For the Bank

Note:

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

DECLARATION

1. The information we provide is true to the best of my/our knowledge and if any information is found untrue or false, I/we may be debarred from the tender process /being awarded the contract.
2. I/We satisfy as to the specified eligibility, pre-qualification criteria/ technical requirements and accept the terms and conditions to qualify in the tendering process.
3. I/We agree to abide all the terms and conditions stipulated by the Bank to qualify in the tender process and as mentioned in General terms and conditions.
4. I/We also agree that our track record is clean and is free of illegal activity or financial irregularities. If any information is found untrue or false in this regard. I/we may be debarred immediately from the tender process/ being awarded the contract
5. I/We also agree that our tender will remain valid for acceptance by The Bank for a period of 180 days from the date of opening of the tender and this period of validity can be extended for such periods as may be mutually agreed upon between The Bank and us, in writing. I/We also agree to keep the earnest money valid during the entire period of validity of tender.
6. I/We understand that the SBILD reserves the right to accept or reject any or all the bids either in full or in part without assigning any reason thereof

Signature

Place:

Name

Date:

Address:

Seal of the Bidder:

INSTRUCTIONS TO TENDERER

1. **Purpose:**

Comprehensive contract for catering services at SBILD Bhopal

2. **Invitation:**

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

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

3. **Eligibility Criteria:**

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

4. **Disclaimer:**

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

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

The SBILD reserves the right to accept or reject any Bid/ offer received in part or in full, and to cancel

the bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

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

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

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

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

5. Clarifications & Amendments:

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

6. Bid Integrity:

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.

7. Format and Signing of Bid:

- i. The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Price Bid and other requested information.
- ii. All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a

- copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
 - iv. Bid should be typed and submitted on A4 size paper [font times Arial 11], spirally bound securely and in serial order. Bidders responding to this Tender shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.
 - 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.**
8. The Bidders requiring any clarification on the bidding documents should submit written queries on or before the date prescribed in the NIT.
 9. At any time prior to the deadline for submission of bids, SBILD Bhopal may modify or alter the bidding document by issuing an amendment.
 10. Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been considered by the tenderer in its tender submission.
 11. Any clarification issued by SBILD will be in the form of an addendum / corrigendum and will be available in SBI's website – <https://sbi.co.in> under "procurement news". The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids which shall be informed to all through SBI's website-<https://sbi.co.in> (procurement news).
 12. The Contractor shall ensure that they are fully conversant with the premises in question as well as with the business activities there at and it's related manpower requirements for the work specified.
 13. The SBILD shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the SBILD, except under emergencies / unavoidable circumstances.
 14. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
 15. The Contractor shall issue identity cards/ identification documents to all its employees.

- 16.** The personnel of the Contractor shall not be the employees of the SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
- 17.** The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBI shall not have any liability whatsoever on this account.
- 18.** The details of the machinery's proposed to deploy and other technical details can be furnished in the Technical bid.
- 19.** No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.
- 20.** The Technical Bid and the Price Bid will be opened as per the schedule given in **NIT**.
- 21.** Tenders received after the due date and time are liable for rejection. SBILD reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.
- 22.** All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
- 23.** Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign & stamp in each and every page of the tender document before submitting tender.
- 24.** The rate should be quoted in Indian Currency only.
- 25.** 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. After one year the review of the rates will be at the discretion of the Bank.
- 26.** The rate quoted by the tenderer shall remain firm and shall cover and include cost of all materials required for upkeep of the premises, wages to the labourers, supervisors, equipment deployed, maintenance of the machinery's, contractors profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central Government Minimum Wages Act but excluding Goods & Service Tax (GST).

- 27.** The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
- 28.** 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.
- 29.** 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.
- 30.** No employee of SBI shall be engaged by the contractor during carrying out the works.
- 31.** The tenderer shall deposit a sum of Rs. 67,000/- (Rupees Sixty-Seven Thousand Only) Earnest Money Deposit along with the tender document. This EMD (Earnest Money Deposit) and shall be in the form of demand draft from any nationalized bank or from a scheduled bank drawn in favour of The Director, SBILD at Bhopal.
- 32.** The EMD amount of the unsuccessful bidders will be returned within 45 days from the date of opening of Technical Bid. Successful Bidder's EMD will be returned upon the Bidders signing the contract and submitting the Performance Guarantee.
- 33.** No interest shall be paid on the EMD. The tenders received without EMD and Cost of Tender Document shall be summarily rejected.
- 34.** If any tenderer withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the 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.
- 35.** The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-charge.
- 36.** If any of the person, employed by the contractor, is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / reported while on duty, such person/persons shall not be allowed to work at site anymore and SBI reserves the rights to ask contractors for immediately removal such person(s) with suitable substitute immediately.
- 37.** The contractor has to submit the Police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.

- 38.** The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data of the staff deployed at site like their full address, educational qualification, age proof etc shall be made available before commencement of work. The staff has to be deployed in consultation with the SBILD officials after performing the interview of the staff.
- 39.** No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the SBILD.
- 40.** Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected and EMD of such tenderer shall be forfeited.
- 41.** Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.
- 42.** All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document.
- 43.** The contractor shall follow such Act, rules and regulations of the Local government bodies, State/Central Government labour laws that are in force and that may be framed from time to time for completion of work. SBI shall not be responsible for any infringement of the various statutes in force by the contractor.
- 44.** The contractor shall take, at his own cost the necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, Registration charges, etc., if any, shall be borne by the contractor.
- 45.** STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.
- 46.** The contractor shall be responsible to ensure making payment of "Prevailing Minimum Wages" as notified by Regional Labour Commissioner (Central) to their labourers/ employees directly in their Bank accounts and shall produce relevant documents to the SBI for verification every month along with their monthly bills failing which bills may not be paid.
- 47.** The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/EPF/any other statutory dues /compliances/pay slip along with monthly bill to the SBI, failing which bill will not be entertained.

48. PREQUALIFICATION BID DOCUMENTS & TECHNICAL BID:

- i. The bidders are advised to upload below mentioned documents on GeM Portal:
 - a. Certificate of Compliance to Terms & Conditions
 - b. Scanned Copy of EMD
- ii. Contractors not submitting any one or more documents mentioned above and elsewhere in this document shall not be eligible to participate in the e-tender.
- iii. Technical Bid not accompanied by any one or more of the above-mentioned documents shall be summarily rejected and such bidders shall not be allowed to participate in e-tender process for the project under any circumstances.
- iv. The intending bidders are categorically advised to submit the pre-qualification documents strictly in the attached formats only. The information required should be neatly filled/typed in each and every columns and row of the Formats. **The applications received with "partly filled formats" not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be summarily rejected.**
- v. **The applicants are categorically advised to refrain from mentioning the remark "AS PER ATTACHEMENT/ENCLOSURES" in their applications and annexures to avoid rejection of their applications.**

49. No union formation is allowed.

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

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

52. All the materials required for the purpose of providing services should be of standard brands as specified in the tender, and as per the approval of the /SBI. No sub-standard materials shall be used.

SCOPE OF SERVICES

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

i) The brief details of scopes of daily services are mentioned below:

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

	Shahi Paneer etc. & Chilly Mushroom, Matar Mushroom, Malai Kofta, etc. b) One Seasonal Dry Vegetable Subji: Like Aloo Beans, Aloo Capsicum, AlooPalak, AlooParwal, Brinjal Masala, Cabbage Matar, Cauliflower, Lauki Tomato, Palak with Soya Nuggets/Chunks/Granules, Tinda, Bhindi, Boiled vegetables etc. c) One Dal (like Dal Makhani, Toor Dal, Yellow Dall, Masoor Dall, Moong Dall, Kadhi etc.) d)One Non-Veg dish of Chicken, Mutton, Fish: Ex. Butter Chicken, Tandoori Chicken, Chilly Chicken, Ginger Chicken, Chicken Biryani, Fish Curry, Fish Fry, Chilly Fish, Mutton Rogan josh, Mutton Biryani, Mutton Kheema etc. e) Rice on rotation basis as decided and advised by the Institute: (Boiled Rice, Plain Rice, Veg Pulao, Curd Rice, Lemon Rice, Jeera Rice, Tomato Rice etc.) f) Tava Roti etc as decided by the institute g) Cut salad consisting of Lime and any three of the following: Onions, Cucumbers, Tomatoes, Carrots, Beetroots, Cabbage etc. h) Papad: Grilled/Fried i) Plain curd and raita /Dahi Bhalla / Bundi Raita or other raita / Buttermilk / Masala Buttermilk as desired by the Institute j) Pickles (Nilons or Top etc or equivalent) /Chutney. k) Dessert (150 gm): Gulabjamun, Rasgulla, Jalebi, Ice cream Frozen Dessert, Custard, Fruit cream, Moong Ka Halwa, Suji Ka Halwa, Loki Suji Ka Halwa Ka Halwa, Cut Fruits, Rice Kheer, Sevayyan Kheer, Laddu, Kaju Burfi, Ras Malai, Raj Bhog, Sandesh etc., (any one as decided by the institute) l) Saunf, Misri, Toothpick (all the time) m) Salt & Pepper all the time on each table
Afternoon Tea / Coffee	Tea/Coffee with minimum two pieces of biscuits/cookies

Evening Tea with Snacks	Readymade Tea/Coffee or Keri panna or Aam panna or butter milk with snacks like: Samosa, Cutlets, Veg. Patty, Kachori, Aloo bondas, Pakoda, Sandwich, etc.(any one as decided by the institute)
Dinner (Vegetarian only)	Unlimited a) One vegetarian Soup as decided by the institute b) One Paneer/Mushroom Subji/Soyanuggets / Soya Chunks / Soya granules with gravy Like :Karahi Paneer, Matar Paneer, Paneer Masala Veg., Palak Paneer, Shahi Paneer etc. & Chilly Mushroom, Matar Mushroom, Malai Kofta, etc. c) One Seasonal Dry Subji preferably green Vegetable: Ex. Beans, Capsicum, Palak, Parwal, Brinjal Masala, Cabbage Matar, Cauliflower, Lauki Tomato, Palak with Soya Nuggets / Chunks / Granules, Tinda, Paneer Bhurji, Bhindi, Boiled vegetables etc. d) One Dal (like Dal Makhani, Toor Dal, Yellow Dal, Masoor Dal, Moong Dal, Kadhi etc.). e) Rice Plain Rice, Veg Pulao, Curd Rice, Lemon Rice, Jeera Rice, Tomato Rice etc. (any one as decided by the institute) f) Tava Roti etc(as decided by the institute) g) Cut salad consisting of Lime and Onion and any two of the following: Cucumbers, Tomatoes, Carrots, Beetroots, Cabbage etc. h) Papad: Grilled/Fried i) Pickles/Chutney. j) Dessert (150 gm) : Gulabjamun, Rasgulla, Jalebi, Ice cream / Frozen Dessert, Custard, Fruit cream, Moong Ka Halwa, Suji Ka Halwa, Gajar Ka Halwa, Cut Fruits, Rice Kheer, Sevayyan Kheer, Laddu, Kaju Burfi, Ras Malai, Raj Bhog, Sandesh etc., (any one as decided by the institute) k) Saunf, Misri, Toothpick (all the time) l) Salt & Pepper all the time on each table

ii) Indicative timings for providing above services will be:

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

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

The Bidder shall also arrange to supply tea / coffee at workstations of SBI staff working at State Bank Institute of Learning & Development, Sultania Road, Bhopal Building premises.

1. Non-veg food may be served in lunch or dinner as decided by the institute.
2. Fruits/Milk etc. should be served for officials on fasting along with fasting diet as required.
3. Participants requiring special Diet due to sickness some deviations would be required to be made to suit their requirements such as providing oat-meal, salad, sprouted methi, sprouted moong, sprouted gram, roasted gram, boiled vegetables or any other appropriate meal etc., on their prior request / advise.
4. At any time during the existence of the contract, if the institute desires to utilize the services of the contractor for the refreshment of guests visiting to the faculties /deans/official along with their drivers in their offices, conference services & business lunch facility for our delegates, experts or panel members, the contractor will arrange food & services for guests / drivers / seminars, conferences,

meetings and interviews etc as per instruction provided by the Institute Officials. Contractor must engage an additional team of **minimum three Waiters & Manager** who are able to speak in Hindi and English other than dining hall service staff for handling services of conferences meetings etc as per satisfaction of Institute Officials. The institute may require contractor for catering in-house events also without affecting regular operations. The contractor shall charge for the food provided to guests / drivers / others as per the rate contracted for per participant per day. The catering charges for seminars / Conferences / meetings / interviews etc may depend on the special menu finalized, if applicable. However the charges payable would be as per the VIP meal charges as decided by the Bank.

5. On request by the participants/guests for milk in addition to the daily menu items, it shall be served against a payment of Rs. 20/- per glass of 250 ml milk (fat content 4.5%). The Contractor has to recover the amount from the participant/guest.
6. Lunch to be provided, to the regular Institute staff members, if required, in the dining hall.
7. The Contractor would provide daily forenoon, afternoon and evening tea with biscuits/light snacks to the Institute staff and faculty at no additional cost. The Contractor shall also provide daily one set of Breakfast, Lunch and Dinner to one faculty or staff member free of cost as per the instruction of the Director.
8. Daily / Weekly menus will be prepared and submitted in advance for approval by the Institute. Various items of the menu will be changed frequently to provide variety and a uniform standard shall have to be maintained at all times.
9. The Caterer may be required to provide an additional dish in the breakfast/lunch/dinner as per the discretion of the 'Institute' for select duration and for identified specific programs for which the caterer shall be paid additional cost per participant. This amount shall be in addition to the price/cost quoted in the Price Bid.
10. The Contractor shall use seasonal and fresh vegetables of good quality. No frozen vegetables / mutton / poultry / fish should be used in preparation of meals / dishes.
11. The Food Committee/other Officials of the Institute will monitor the entire area of catering including cleanliness of the kitchen, dining hall, preparation of food, servicing quality and food quality etc and will give its advise / comments / suggestions through Authorized Officer, for any improvements required, to which Contractor shall be bound to comply with. The Director or any other officer of the Institute nominated by him shall be authorized to test the food / ingredients used by the Contractor in preparation of the food at any time on regular basis for which no charges shall be payable.
12. Good quality soap, detergent, steel wool / scrubber for cleaning of utensils shall be provided by the Contractor at his own cost.
13. Salt, Pepper, Roasted Jeera and Black Pepper should be placed on all tables in dining hall on each day in food grade containers. Adequate and quality supply of Saunf / Mouth Fresheners / Paper Napkins to be ensured.
14. Items of food to be displayed at Menu Board to be written by canteen boy during breakfast, lunch and dinner time. Specified quality of soap, detergent, pesticides and other cleaning material should be used in the pantry and kitchen by the Contractor.
15. Contractor will use trash bags in the dustbins at his own cost.

16. Contractor has to deploy extra manpower during special / extra / additional programs / conference / meeting, or as and when required by the Institute.
17. Pest Control in Canteen Hall, Kitchen and Pantry to be done on weekly basis by the Contractor and report to be submitted to the Authorised Officer.
18. The Contractor shall ensure to keep freshly laundered towels in the wash rooms area of the dining hall after every meal.
19. The LPG required for cooking will be arranged by the contractor and all the government rules and regulations, including the measures for safety and security, in this regard need to be complied with. Also in case of preparation of food on Induction cook top if required, the expenses of electric bill will be born by the contractor.
20. The TDS, if applicable, will be deducted by the Bank at the time of payment of invoices.
21. The State Bank Institute of Learning & Development, Sultania Road, Bhopal Building premises have some meeting/seminars/workshops which are organized in the Conference / Meeting Rooms/lecture halls located in the premises. The Bidder is expected to provide catering service which includes service of tea, coffee, juice, snacks, lunch, etc. The Bidder shall provide minimum one stewards to service the catering of the Meetings/Seminars/Workshop.
22. In the dining halls, all the meals shall be served at the serving station. Sufficient stewards and waiters have to be made available for smooth service.
23. The Bidder shall ensure that his staff do not demand or accept tips for the services rendered by them. The Bank does not permit tipping.
24. All meals are served in the Dining Halls (Executive Lunch Halls). Normally, no meals are served at the Hostel rooms (except for Top Executives and under extra-ordinary circumstances e.g. to physically challenged employees and in emergencies).
25. The food must cater to both North Indian and South Indian tastes as well as have regional representation from different states on different days. Separate menu items with separate counters may be provided for North Indian / South Indian / Continental dishes at each meal.
26. The Bidder will have to provide variety of seasonal fresh fruits and juices of good quality or as approved by the catering committee of the institute.
27. Bank will have the right to inspect the Bidder's office/centre where he is preparing the food to check whether proper hygiene is maintained on a regular basis during the period of the contract.

28. Trained cooks with experience of cooking North Indian / South Indian / Continental Food should be engaged.
29. The Bidder shall not serve food to anyone who is not a State Bank employee, outsourced vendor personnel or bona fide guest. The cost of food served to any person other than SBI staff should be recovered by the Bidder from them directly and the Bank shall not bear any responsibility on this count.
30. The food must be served fresh, warm/hot as the case may be. No leftover cooked food shall be served in any subsequent meal. No artificial colouring/taste agents shall be added to any of the food items.
31. The food cooked should be sufficient. If any SBI staff is unable to get food due to insufficient quantity cooked, the Bidder shall have to make immediate alternate arrangements.
32. Non-Vegetarian dishes would be supplied on days mentioned in Scope of Work as well as Price Bid. Eggs shall not be considered as a substitute for chicken, mutton and fish. A separate section in the kitchen for the preparation of non-vegetarian food is preferred.
33. The Bidder shall arrange to display day's menu every morning on the Notice Boards provided in the canteens and strictly adhere to the menu so displayed. The Bidder should rotate the daily menu on a weekly cycle as approved by the Mess Committee.
34. The SBILD shall provide the Bidder all the articles/equipment for use in the Mess Kitchen at both the premises. The Bidder shall take care of the said articles / equipment as a bailee, in terms of the Indian Contract Act and return them in good working order and condition to the Bank on or earlier termination of contract. The Bidder shall be liable to reimburse the loss/damage of such articles/equipment. In the event of any default by the Bidder, the Mess Committee shall have the right to deduct from the Security Deposit of the Bidder, the amount/cost of such loss/damage, that may be determined by the Bank and the decision of the Bank in this behalf shall be final and binding on the Bidders.
35. The daily and periodical maintenance and service of all articles/ equipment shall be the responsibility of the Bidder. The cost of replacement / repair and servicing of all equipment shall be borne by the Bank during the currency of the contract.
36. Bidder should ensure proper cleaning and maintenance of utensils like plate, spoon, glass etc.
37. Maintenance of offsite kitchen, onsite kitchen, dining halls and cleaning & washing areas will be the responsibility of the bidder.

38. All the raw materials, packaged food items and masalas used in preparation of food products should be certified FSSAI / AGMARK / ISI, wherever applicable, and / or as per the brand names/others specified by the Mess Committee. The bidder should preferably use following brands:

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

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

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

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

39. Vegetables, fruits, other perishables, dry foods and other raw materials should be of high quality and be procured from reputed dealers/shops. The Bidder shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including its transportation to the place of delivery. There may be cases where the food packets need to be supplied. In such case the packing cost including cost of packing material will be borne by the bidder.

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

41. The perishable items like vegetables, milk products/sweet, meats, etc. should normally be purchased on the day required. These may, at the most, be purchased on the previous evening only to the extent they can be stored in the refrigerator. Non-vegetarian items procured a day in advance must be stored at suitable temperatures in the deep freezes provided by the Bank.
42. The Bidder shall engage the services of sufficient number of able, efficient, clean, healthy, honest, well-behaved and skilled persons including qualified kitchen staff for cooking vegetarian, non-vegetarian, both South and North Indian and other continental delicacies and for rendering hospitality and catering services in relation thereto. Fidelity and good character of employees engaged by the Bidder shall be the Bidder's responsibility.
43. The Bidder shall designate Mess Supervisors or Mess Managers at the premises. A competent person with minimum of three year experience should be appointed. The Mess Supervisors / Managers appointed by the Bidder should be available all the time during the production and service of food items at the Bank.
44. The Bidder should render catering services at his cost and shall be responsible for the good conduct and performance on the part of his personnel and the Bidder shall be deemed, for all legal and contractual purposes, as the employer of the said persons engaged by him and such persons shall not have any claim for employment in the Bank now or at a future date. The Bidder should obtain an undertaking from his employees to this effect.
45. The Bidder shall be responsible for training, allotment of duties and timing to his personnel in the kitchen and dining room and at other places connected with the catering services.
46. The Bidder shall provide proper uniforms with name badges and company logo to all his personnel and ensure their cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz. cooks, helpers, servers, supervisors, waiters, cleaners, etc. The uniforms should be clean and well turned out at all times.
47. The Bidder shall have to arrange **periodic medical check-up of all** its employees and share the reports with **the SBI Bhopal**.
48. The Bidder shall, before commencement of the contract, obtain an Insurance Policy with comprehensive third-party liability, to cover the injuries/life of his employees. A copy of the same shall be submitted to the Bank.
49. The Bidder shall ensure that all / any employee(s) showing any fever or symptom of any contagious / communicable disease shall be immediately quarantined and not allowed to come in contact with the food chain or other food handlers until they get a fitness certificate from the Bank's approved doctor.

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

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

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

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

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

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

56. The Bidder shall alone bear all taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the State / Central Government(s) or any local body or authority for and in connection with the rendering of catering services. The Bank may, at its discretion, ask the Bidder to produce receipts of such payments effected by him.

57. All taxes which the Bank may be liable to deduct or called upon to so deduct, during the currency of the arrangement shall be set-off against the bills raised by the Bidder and paid to the respective department or authorities as may be required under law and the Bidder shall have no claim against the Bank in respect of such payments.

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

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

60. The performance of Bidder would be assessed and monitored by the Bank at periodical interval with or without the assistance of external expertise (catering consultants) as may be decided by SBI Bhopal. The Bidder shall comply with such observations/feedback made and furnished for improvement of the services by him.

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

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

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

64. The contractor will have to carry out cleaning in the kitchen & dining hall after breakfast, after lunch and after dinner invariably. Penalty of Rs. 1000- per day will be imposed for any occasion of deviation.

65. The dining hall will be closed by 11:00 PM and will not be used as retiring room for the employees of the contractor at any point of time. Penalty of Rs. 1000- per day will be imposed for any occasion of deviation.

66. The contractor will maintain highest standard of cleaning of the kitchen and store area. Penalty of Rs. 1000- per day will be imposed for any occasion of deviation.

67. The contractor staff will wear pre decided uniform while on duty and suitable hand gloves during catering service. The uniform will be finalized in consultation with the SBILD.

68. In the event of insufficient/bad quality/non-serving of any eatables agreed upon to be served, the Bank will be within its rights to make suitable penalty from the contractor's bill @ Rs.250/- per Executive per day for the entire number of such days.

69. If the number of participants is less than 20 in any particular day, the contractor will be paid an overhead of 25% of mess charges per head per day for the number of shortfalls, subject to a minimum Rs. 3000/- per day. For example, if number of participants on a particular day is 5, the contractor will be paid the contracted rate for these 5 participants and 25% of contracted rate for

remaining 15 participants, i.e. for the shortfall number. However, if the amount so calculated (Full amount for the present participants and 25% of the shortfall), is less than Rs. 3000/- , a fixed sum of Rs. 3000/-per day will be paid to the contractor.

70. The Contractor shall not be paid catering charges in respect of participants who are absent from any meal on a particular day provided prior notice is given 4 hours in advance or night before, mentioning in the “dining out” register to be maintained with the designated officer / place / reception or as directed by the Institute. On the day of a participant’s arrival and departure the payment for his or her meals will be made according to the schedule of timings. For example, if a participant enrolls his name at reception at 8.15 a.m. charges for breakfast will be paid, similarly if a participant vacates his rooms at 5.00 p.m. his or her charges for Evening Tea with snacks and Dinner will not be payable

Minimum Manpower Requirement Expected for Catering Services -

Description of Manpower	Nature of work	Minimum Number proposed	Timing
Head Cook cum Supervisor (Skilled)	To Cook and Supervise Preparation of all Dishes and Eatables. For inspection & manage each & every part of the Catering portion.	1	
Cook (Semi-Skilled)	To Assist the Head Cook	1	
Helper (Un-skilled)	To Assist the Head Cook, Cook and Other Canteen Staff in Cooking and Other Matters.	1	
Waiters (Un-skilled)	To Provide Catering / Cleaning Services in Dinning Hall.	3	
Helper (Un-skilled)	Washing of Utensils	1	
Total		7	

NOTE:

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

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

GENERAL CONDITIONS OF THE CONTRACT

DEFINITIONS:

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

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

'Employer / SBILD means SBI having its office at State Bank of Institute of Learning & Development, Sultania Road, Bhopal.

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

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

'Site' means State Bank of Institute of Learning & Development, Sultania Road, Bhopal (M.P) where the works are to be carried out.

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

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

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

'Month' means calendar month.

'Week' means seven consecutive days.

'Day' means a calendar day beginning and ending at 00 hrs. and 24 hrs. Respectively.

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

2.LANGUAGE:

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

3. DISCRIPTION OF ESTABLISHMENT:

All premises/campus of the State Bank Institute of Learning and Development situated Sultania Road, Behind SBI Sultania Road Branch, Bhopal including internal roads / pathways, terraces, garden and pavements etc.

4. CONTRACTOR TO INFORM HIMSELF FULLY:

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

5. WORK TO BE CARRIED OUT:

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

6. SUFFICIENCY OF TENDER:

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

7. AWARD OF CONTRACT:

- (i) The SBILD/SBI will award the contract to the successful lowest tenderer whose tender has been determined to be substantially responsive and has been determined as successful evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

- (ii) The SBILD/SBI reserves the right to increase or decrease the quantum of service/Catering manpower to be provided and also reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the SBILD/SBI.
- (iii) The SBILD/SBI reserve their rights to split the scope of work to different agencies within its sole discretion for those bidders who are able to match the L-1 bid.
- (iv) If the scope of work under this tender cover more than one sites / offices / complexes / colonies / Apartments having separate Price Bids, the SBILD/SBI may entrust the work to more than one bidder within its sole discretion and no claim compensation for the same shall be entertained.
- (v) The successful bidder(s) shall be bound to execute separate agreement for each site. Also, the SBILD/SBI reserve their rights to withdraw/cancel/delete any work of any site in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons therefore and the contractor shall have no right to make any representation for the same.

8. SIGNING OF CONTRACT DOCUMENTS

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

9. WORK ORDER:

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

10. CONTRACT DOCUMENT:

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

11. EARNEST MONEY DEPOSIT (EMD)

The tenderer shall furnish EMD of Rs 65,000/- (Rupees Sixty Five thousand Only) to Director, SBILD Bhopal,

Sultania Road Bhopal in the form of Demand Draft / Banker's Cheque / Pay Order drawn in favour of SBILD, payable at Bhopal. No tender shall be considered unless the EMD is so deposited to in the required form along with the tender.

No interest shall be paid on EMD.

The EMD of the unsuccessful tenderer shall be returned within 45 days without interest after the decision to award the work is taken.

All compensation or other sums of money payable by the contractor to the Employer under the terms of this contract may be deducted from the Earnest Money Deposit if the amount so permits or from any sums payable to the contractor and the contractor within ten days after such deductions shall make good the amount so deducted.

12. FORFEITURE OF EMD:

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

- b. Security Deposit is not submitted within the stipulated time;
- c. Agreement is not entered within stipulated time;
- d. If the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by the Employer or
- e. The tender is accepted by the Employer but the contractor fails to enter into a formal agreement or
- f. Fails to commence the work within the stipulated time.
- g. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract

13. SECURITY DEPOSIT:

- i. The successful bidder should submit a Security Deposit for **5%** of awarded Annual contract value in the form of FDR/TDR issued by any Nationalized Bank in favour of "SBILD" IN A/c M/s (Name of the Contractor firm)" payable at Bhopal within fourteen days from the date of acceptance of the tender for due performance of the Contract.

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

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

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

17. INSURANCE OF WORKS:

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

All the employee/worker/persons should be covered under the insurance at a time for insured sum of Rs 5 lac each, for any type of accident / incidence.

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

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

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

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

18. ASSIGNMENT, SUBLETTING AND CONTRACTOR'S SUPERINTENDENCE:

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

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

19. PROTECTION OF WORKS AND PROPERTY:

The contractor shall continuously protect the Employer's properties from damage or loss arising in

connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. In case the contractor fails to make good the losses caused to the bank due to his fault or due to negligence of his staff, SBILD reserves the right to invoke the security deposit as stated above to cover such losses.

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

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

20. CONTRACTOR TO SUPPLY UTENSILS:

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

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

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

21. WAGES TO BE PAID:

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

The payment will be made as per actual manpower deployed for the catering works and on satisfactory completion of the work and on submission of the bill.

All payment by the SBILD under this contract will be made only at Bhopal in Indian Rupees and shall be within seven working days from the submission of bills including period of checking subject to bills being complete in all respects as mentioned in the tender and, in the format, to be mutually agreed.

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

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

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

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

Basic Pay

D.A.

EPF

ESIC

Bonus

Any other statutory compliances in details

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

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

22. UNIFORM:

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

23. PAYMENT OF BILLS BY THE BANK:

- a. Neither any advance nor any loan from any bank or financial institution shall be recommended on the basis of Work Order or Award of work.
- b. The Contractor will submit bill for Catering within 7 working days for the previous month from the date of receipt of bill (excluding Sunday and Public holidays) to the authorized officer as per the format to be given by the Institute **(along with copy of documents/challans evidencing online payment of PF, ESI and other payments made for/to individual workers). Consolidated challans, not showing payment of PF and ESI of individual workers, will not be accepted.** The payments as far as possible will be made within 7 Working days from the date of certification, subject to the condition that the contractor has cleared/paid all his dues, viz. Labour Payments, taxes, levies, etc. as required to be paid/payable by him under any law for the time being in force. The contractor shall make available for scrutiny the proof / documents in this regard as and when desired by the Institute. Failure to provide any document for verification may attract penalty as per penalty clause of the tender document

c. The charges in respect of food served to SBILD staff shall be paid at the contracted rates.

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

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

26. ADDITIONAL WORK:

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

27. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

The Contractor shall comply with all statutory requirements prescribed by the local as well as state / central government authorities from time to time and submit required proof of compliance to the Employer as and when required by the Employer. The contractor shall produce all the relevant statutory documents for inspection by the Employer and the government authorities.

The contractor shall give all notices required under the said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such authority/authorities for carrying out the work towards the cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Employer and its Employees against such liabilities and / or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

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

28. OTHER COMPLIANCES:

The Contractor should ensure compliance of the following for smooth execution of work:
Identity card should be issued by the contractors to the contract staff deputed on SBILD site.

All contract staff deputed by the contractor at SBILD site should have in possession Identity card issued by the contractors.

The Payment slips should be issued by the contractors to the staff deputed on SBILD site. All Contract staff should bear specified uniform bearing badges of Company's name and other accessories, viz Shoes, Seasonal Outfit, Apron, Hand gloves, etc.

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

29. LOCAL LAWS, ACTS, REGULATIONS

The contractor shall strictly adhere to all prevailing labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The contractors shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and

guidelines that are applicable for carrying out the work, including without limitation, the following:

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971

The contractor shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act.

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

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

30. CONTRACT PERIOD:

- ~~The work shall be awarded for an initial period of one year from the date of~~
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commencement of the work subject to its renewal maximum for two similar terms on expiry of the current contract period, within sole discretion of the Bank/SBILD, on the same terms and conditions subject to satisfactory performance of the Contractor.

- The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor.
- If the contractor fails to perform any of its duties under this agreement and if the Bank is dissatisfied with the services of the contractor during the contract period or extended period of service, the Bank may terminate the services of the contractor, by issuing one month's notice in writing to winding up.

31. DISMISSAL OF WORKMEN:

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

32. TECHNICAL AUDIT / SCRUTINY:

The Bank shall have right to carry an audit / technical examination of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organisations as appointed by the Bank.

If as a result of the examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Bank to recover the sum from any payment due to the contractor for such work.

33. RESPONSIBILITY OF THE CONTRACTOR/RECORDS OF DAILY OPERATION:

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

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

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

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

- a) Attendance Register on form XVI (16).
- b) Wages Register on form XVII (17)

- c) Leave Register.
- d) Overtime Register on form XXIII
- e) Register of fines on form XXI (21)
- f) Register of advances on form XXII (22)
- g) Register of deductions on account of damage or loss caused to the employees on form XX.
- h) Register for Contract employees on form 13.
- i) Contractor shall upload half yearly return before 30 days of completion of half year for the previous half year on form XXIV.
- j) Register of overtime in form XXIII (23).
- k) Every Contractor shall issue a wage slip on form XXIX (29) his employee at last 1 day prior to disbursement of wages.
- l) All the records to be retained for a period of 3 calendar years.
- m) Contractor shall possess own ESI code number and remit of ESI contribution before 20th of every month and upload a copy of the challan to the P.E.
- n) Every Contractor shall maintain an Inspection book in which the Inspector visiting may record his remarks. The Inspection book shall be of 18 x 15 cms size bind book.

The first page of the book shall contain the following particulars: -

1. Name and address of the establishment.
2. Registration No.
3. Name of employees.
4. Father's name.
5. Postal address.

34. INSPECTION BY BANK: General

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

Rejection of work and Equipment

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

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

35. REPORTING AND RECORDKEEPING:

Management reporting and process reviews:

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

Operating Meetings

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

36. Performance Review Meeting

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

Quality Assurance

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

37. FORCE MAJEURE:

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

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

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

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

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

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

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

38. ACCIDENTS:

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

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

39. TERMINATION:

- (a) SBILD shall be at liberty to terminate the contract by issuing one month's written notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Contractor for such termination of Contract.
- (b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the SBILD/State Bank of India shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

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

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

The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per

direction of SBILD or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.

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

The contractor shall adopt all fire safety measures.

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

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

40. INDEMNITY BOND:

Contractor shall sign an Indemnity Bond in an approved format as per **Annexure-14** before starting the work, indemnifying the SBILD from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to non-adherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.

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

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

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

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

41. SETTLEMENT OF DISPUTES AND ARBITRATION:

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

Saving clause: No suits, prosecution or any legal proceedings shall lie against the State Bank Institute of Learning & Development, Sultania Road, Bhopal or any person for anything that is done in good faith or intended to be done in pursuance of tender.

42. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

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

43. PROPOSED WORK METHODS, SUPPLIES AND PLAN:

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

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

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

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

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

44.PRICES:

The amount quoted and accepted will be binding on the tenderer. In case of any change in GST or introduction of any new tax due to Statutory Act of The Government after the date of submission of tenders and during the tender period, the quantum of additional taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. Similarly, if there is any

reduction in tax etc. shall be deducted. Price structure will be solely dependent upon the rate approved as per work order and revisions of the same as per price variation/escalation clause mentioned in the tender. For claiming the additional cost on account of the increase in tax structure, the tenderer should produce proof from the concerned Competent Authorities for having paid additional tax on the services provided to the SBILD/SBI and can also claim the same in the invoice.

45. INSOLVENCY:

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

- i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.
- iii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the SBILD/SBI and provided also that the contractor shall be liable to pay the SBILD/SBI for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

46. CONFIDENTIALITY:

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

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

47. CORRUPT OR FRAUDULENT PRACTICES:

The SBILD as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.

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

Fraudulent practice” means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment of SBILD/SBI and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SBILD/SBI of the benefits of free and open competition.

“Collusive practice” means a scheme or arrangement between two or more tenderers, with or without the knowledge of the SBILD/SBI, designed to establish tender prices at artificial, non-competitive level; and.

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

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

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

48. PENALTIES / LIQUIDATED DAMAGES:

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

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

Fortnight Report of Canteen Committee

Sl.No	Norms	Total Marks	Marks Acquired
1	Cleanliness of Kitchen, Dining area, Staff	10	
2	Quality of Raw Material	10	
3	Quality of Lunch	10	

4	Quality and Quantity of Tea / Coffee, Snacks and Breakfast	5	
5	Quality of Service	5	
6	Quality of Dinner	10	
	Total	50	
	Suggestions		

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

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

49. PRICE VARIATION CLAUSE:

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

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

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

50. VALIDITY OF CONTRACT:

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

51. ASSIGNMENT AND SUBLETTING:

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

52. SEXUAL HARASSMENT:

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

- i. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.
- ii. Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBILD) against any employee/s of the contractor shall be taken cognizance of by the State Bank of India (SBILD).
- iii. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual harassment/violence by the employee of the contractor is proved.
- iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

53. NON-DISCLOSURE:

The Contractor shall not disclose directly or indirectly any information, materials and details of the State Bank of India's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The

Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the State Bank of India (SBI). The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

DRAFT ARTICLES OF AGREEMENT

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

This AGREEMENT is made at Bhopal on this _____ day of _____
between SBI, having its Office at represented by its authorized officer
(herein after called "the Employer") on the one part and M/s _____ (proprietorship/ partnership
firm/Company), incorporated under the provisions of the Companies
Act and having its registered office
at

_____ (hereinafter called
"the Contractor") represented by Shri who is authorized to enter this agreement by
its Board of Directors on the other part.

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

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

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

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

A. NOW IT IS HEREBY AGREED AS FOLLOWS:

- a) This agreement will come into effect from _____ and will remain in force up to
_____ or unless it is terminated as per the terms hereinafter contained.
- b) In consideration of the Contract Amount (as per attached price schedule accepted and approved
by the SBI) to be paid at the times and in the manner set forth in the said Conditions, the
Contractor shall upon and subject to the said Conditions execute and complete the work shown
upon and described in the said Specifications and the priced Schedule of Quantities.

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

B. SERVICES TO BE RENDERED BY THE CONTRACTOR:

The contractor shall:

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

for which no extra payment will be made by the Bank. The contractor shall be solely responsible for any injury or damages to any persons, animals or any other things.

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

C. TERMINATION OF AGREEMENT:

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

- (i) In the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
- (ii) The contractor commits a breach of any terms and conditions of this agreement and /or

- (iii) for any reason whatsoever, the contractor becomes dis entitled in law to perform his obligations under this agreement and/or
- (iv) There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the bank to such variation.

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

D. STAMP DUTY:

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

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

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

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

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

I. The Contractor shall take all appropriate actions with respect to his employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The

Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

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

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

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

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

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

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

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

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

Q. All the terms and conditions as enunciated in the tender ____dated ____ shall form part and parcel of this agreement."

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

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

In the presence of:

Witnesses:

1. _____ Address:

2. _____ Address:

SIGNED AND DELIVERED BY
The Contractor by the hand of
Shri _____

And duly constituted attorney.

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

(Name and Designation)

In the presence of:
Witnesses:

1. _____ Address:

2. _____ Address:

Witnesses:

THE COMMON SEAL OF _____
was hereunto affixed pursuant to the resolutions passed by its Board of _____

Directors at the meeting held on _____ in the presence of

Witness (1)

Address:

(2) Address:

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

(1)

(2)

LETTER OF DECLARATION

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

The Director
State Bank Institute of Learning and Development
Sultania Road
Bhopal

PROPOSED TENDER FOR PROVIDING CATERING SERVICES AT STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT, SULTANIA ROAD, BHOPAL

Dear Sir,

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

(a)	Description of works	Providing Catering Services at SBILD, Sultania Road, Bhopal.
(b)	Earnest Money Deposit	Rs.67,000/- (Rupees Sixty Seven Thousand Only)
(c)	Validity of Contract	For an initial period of one year from the date of commencement of work subject to renewal of two similar terms after expiry of initial period subjected to satisfactory performance.

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

3. 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 of housekeeping for proposed building. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also

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

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

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

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

7. 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.

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

Signature of the Tenderer With Seal

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

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

B.G. No. _____ Value Rs. _____

Date:

To

The

State Bank of India,

.....

.....

Dear Sir,

BANK GUARANTEE OF RS _____ TOWARDS SECURITY DEPOSIT FOR THE WORK OF
PROVIDING CATERING SERVICES AT STATE BANK INSTITUTE OF LEARNING AND
DEVELOPMENT, SULTANIA ROAD, BHOPAL.

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract (for providingState Bank of India, situated at Bhopal) with SBI the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" the Contractor has now agreed to produce a Bank Guarantee amounting to 5% of the annual contract value less earnest money deposit of Rs.....(Rupees only), to SBI for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to SBI..... a Guarantee of a Scheduled Bank for a value of Rs..... to be valid upto (date).

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of SBI and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the "Guarantor" (which expression shall include it successors and assigns) hereby expressly, irrevocably &unreservedly undertaken and guarantee

under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between SBI and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to SBI immediately any sum claimed by SBI under the said contract up to a maximum amount of Rs. _____ (Rupees only).

In case the amount demanded by SBI is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of Rs. /- (Rupees..... only).

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

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

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

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

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

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

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

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

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when

given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.

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

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

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

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

Dated the

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

For & on behalf of (Bankers Name & Seal)

(Signature/s with designation/s of signatories)
(Banker's seal)

DRAFT INDEMNITY BOND FORMAT

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

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

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

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

_____ years, son of Shri _____ residing at

_____ (hereinafter referred to as "the Contractor")

In favour of SBILD Raipur

Whereas State Bank of India has invited open bid tenders from the contractors for providing Catering Services at situated at

The Contractor has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by **SBILD Bhopal** vide their letter.....

And whereas as per tender documents, the Contractor has to enter into a Contract Agreement with **SBILD Bhopal** Ltd and execute an Indemnity Bond before starting the work. The Contractor has entered into Contract Agreement with SBI Infra Management Solutions Pvt. Ltd. on _____ (hereinafter referred to as "the Contract").

In consideration of SBI Infra Management Solutions Pvt. Ltd having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless **SBILD Bhopal** from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which Contractor shall be solely responsible.

Further, Contactor hereby indemnifies and keep **SBILD Bhopal** indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by State Bank of India on account of breach of the terms and conditions of the Contract by the Contractor.

Format for Price Bid

TENDER FOR PROVIDING CATERING SERVICES AT
STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT, BHOPAL
PRICE BID SUMMARY OF TOTAL COST

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

**TENDERFORPROVIDINGCATERINGSERVICESATSTATEBANKINSTITUTE OFLEARN
INGANDDEVELOPMENT,BHOPAL**
ProvidingTea,Snacks,Lunch&Dinnerat
SBILD,Bhopal

PRICES-SCHEDULE- 1

SL.No	DESCRIPTION	QTY	UNIT	RATE in Rs.	TOTAL For 30 days (Rs)
A	B	C	D	E	F= (C) X (E) X 30
1	Tee / Coffee	60	CUP	8	14400
2	Break Fast	60	Plate	35	63000
3	Forenoon Tea / Coffee with Biscuits	60	CUP	10	18000
4	Afternoon Tea / Coffee with Biscuits	60	CUP/Plate	10	18000
5	Evening Tea Coffee	60	CUP/Plate	10	18000
6	Evening Snacks	60	Plate	12	21600
7	Lunch	60	Plate	110	198000
8	Dinner	60	Plate	65	117000
9	Executive Lunch / Dinner	5	Plate	150	22500
TOTAL For one Month					490500
Yearly Total					5886000
80% of Yearly Total					4708800

**TENDERFORPROVIDINGCATERINGSERVICESATSTATEBANKINSTITUTE OFLEARNINGAND
DEVELOPMENT,BHOPAL**

**MANPOWERCOST:
PRICE-SCHEDULE - 2#**

Sl. No	Category	Type	Man Power Required	Min. Wages Per Worker Per Day Considered As Per Latest Circular of Central Government for Minimum Wages Act (Copy to be attached)			Statutory Components			Total Min. Wages Per Manpower Per Day Prevailing as on date	Total Minimum Wages Per Day Quoted by the Vendor including other statutory obligation	Total Monthly Wages in(RS.) considering 30workdays
				Basic	DA	Total of Basic+	EPF @ 13.00 %of7	ESI @3.2 5% Of7	Bonus @ 8.33%			
1)	2)	3)	4)	5)	6)	7)	8)	9)	10)	11) =7) +8+9)	12) value should not Be quoted	13)=4)X 12) X 30days
1	Supervisory /Cook	Skilled										
2	Cook	Semi-Skilled										
3	Waiter/Helper /Attendant	Un Skilled										
Sub-total(Amount for 30 days)												
Total (Amount of 12 months)												

**TENDER FOR PROVIDING CATERING SERVICES AT STATE BANK INSTITUTE OF
LEARNING AND DEVELOPMENT, BHOPAL**
**COST OF UNIFORM AND PROFIT & SUPERVISION
CHARGES**

PRICE-SCHEDULE-3

Sl.No	Description	Qty	Unit	Rate (inRs.)	Amount (inRs.)
1)	2)	3)	4)	5)	(6)= (3)X(5)
I	Tools, Plants & Safety Equipment's				
II	Charges Towards, Uniform, Shoes, Seasonal Outfit, Apron, Hand gloves and periodical Training etc.				
III	Contractor's Profit and Supervision Charges				
Total (amount for 12 months)					