

## TENDER NOTICE

SBI Capital Markets Ltd, Corporate Office, Mumbai (hereinafter called as “the Company”), invites sealed offers in **TWO BID SYSTEM** from SERVICE PROVIDER/CATERERS having their own offices/services center at Mumbai for providing **Catering Services for approx.300 persons** at the Corporate Office of **SBI Capital Markets Ltd, 202, Maker Tower E, 20<sup>th</sup> Floor, Cuffe Parade, Mumbai**. For complete details, formats and terms & conditions of tender, please log on to [www.sbicans.com](http://www.sbicans.com) under “**Tenders**”. However, Tender form Downloaded from website shall accompany the pay order / Demand draft for **Rs.500/-** along with the technical offer/technical bid.

**Date of issue of Tender Notice: 22.3.2018**

**Last Date for Submission of Tenders: 6.4.2018 up to 3 p.m**

**Date of Pre-Bid meeting: 2.4.2018 at 3 p.m**

**Date of Opening of Technical Bids: on 7.4.2018 at 11.30 a.m**

**Date of Opening of Financial Bids: will be intimated later on.**

**Tender Fee: Rs.500.00 Earnest Money Deposit:-Rs.15,000.00**

Bidders have to download the Tender Document from web site. The bidders can participate in the tender process provided they submit a demand draft of Rs.500/-(nonrefundable) in favour of **SBI Capital Markets Ltd**, payable at **Mumbai** towards the cost of Bid Documents.

Please enclose the **TECHNICAL BID** in a separate Envelope (**Marked as Envelope-1 : Super scribed as Technical Bid & Financial BID** in a sealed Envelope (**Marked as Envelope-2 : Super scribed as Financial Bid**) and **E.M.D.**(Earnest Money Deposit) of **Rs.15,000/-** & Tender form cost of **Rs.500/-** in a separate Envelope (**Marked as Envelope-3**) and all the three sealed envelopes should be placed in a Fourth Envelope sealed and submitted at the address : “**Group Head (Administration), SBI Capital Markets Ltd, 202 Maker Tower “E” Wing, Cuffe Parade,Mumbai-400005**” super scribing with “**Tender for providing Catering Services.**”

**Authorised Signatory**  
**SBI Capital Markets Ltd, Mumbai**  
**(Tel No. 22178564/22178300)**  
**Date:22.3.2018**

## INFORMATION FOR BIDDERS

### CONDITIONS:

#### 1. TWO BID SYSTEM OF OFFER:

The offer will be in two parts, “**Technical Bid**” & “**Financial Bid**”. Both the parts should be submitted in separate sealed covers duly super-scribed “**Technical Bid for providing Catering Services**” and “**Financial Bid for providing Catering Services**” and both sealed envelopes should be placed in other sealed envelope super-scribed “**Bid for providing Catering Services**” and should be delivered to **Group Head (Administration), SBI Capital Markets Ltd, 202, Maker Tower “E “Wing, Cuffe Parade, Mumbai -400005** latest by **6.4.2018 up to 3.00 p.m. Tender Form:** For complete details, Formats and Terms & Conditions of Tender, please log on to <http://www.sbicaps.com> under “**Tenders**”.

#### 3. SCOPE OF WORK / CATERING SERVICES

I. During the period of agreement the **SERVICE PROVIDER/CATERER** shall be fully responsible for entire catering arrangement for Corporate Office of SBI Capital Markets Ltd, Mumbai. The catering services are required to be provided whole day i.e from Monday to Friday of every week between 10.00a.m and 8.00p.m and on 1<sup>st</sup> Saturday of every month between 10.00a.m and 6.00p.m.

II. The **SERVICE PROVIDER/CATERER** is permitted to use the kitchen for cooking/ warming / storing cooked food items before serving to the Employees, Officials of SBI Capital Markets Ltd and there is provision of cooking by electrical appliances only in the kitchen of SBI Capital Markets Ltd at 19th floor of the said premises.

III. The **SERVICE PROVIDER/CATERER** is entitled to use the infrastructure facilities such as Dinning hall ,furniture, Chair Tables, and all fittings as it stands at present belonging to the SBI Capital Markets Ltd in the canteen premises and the **SERVICE PROVIDER/CATERER** shall ensure that all the above are properly maintained.

IV. All persons, employees of the **SERVICE PROVIDER/CATERER** shall be medically fit for handling food and certified for fitness before engagement by the **SERVICE PROVIDER/CATERER**.

V. The **SERVICE PROVIDER/CATERER** will be provided all utensils, equipment, crockery, cooking utensils, glass wear and all others required for running the canteen and required for serving the food decently.

VI. Food will need to be served at Buffet style and **SERVICE PROVIDER/CATERER** will be provided equipment for keeping the food warm at the serve counter.

VII. The water and electricity charges shall be borne by the Company provided that the SERVICE PROVIDER/CATERER shall ensure utmost economy in the consumption of water electricity and abide by such restriction as may be imposed by the authority. The company reserves the right /option to levy 2% of gross bill in case it is found that the water and electricity are used carelessly and unreasonably.

VIII. A high standard of quality and purity of food stuff, maintenance of quality of dishes, cleanliness in preparation and handling of food need to be maintained.

IX. The SERVICE PROVIDER/CATERER should follow the instructions of Canteen committee / authorised Officials of the SBI Capital Markets Ltd for the following:-

- (a) Catering arrangement
- (b) Raw materials being used
- (c) Quality and quantity of the eatables and drinks served
- (d) Condition of fittings and fixtures
- (e) Sanitary arrangement and cleanliness
- (f) Hygiene of the canteen staff /worker

X. In case of gross unauthorized deviation of the given menu, stale and unhygienic food, failure to serve within prescribed time and inadequate food, 25% of the entire food bill for that period will be deducted as penalty.

XI. Under any circumstances there must not be less than four persons available for service of food. Additional staff must be deployed for taking away the used crockery and cleaning of the dining tables/area. The job in no circumstances be entrusted to the persons serving the food.

XII. Details of catering items to be served are mentioned below:-

**TEA/COFFEE/ MORNING BREAKFAST / LUNCH / EVENING SNACKS :-**

- A. TEA/COFFEE: To be served in the Morning and in the Afternoon (2 times a day) and as & when requested by the officials.
- B. MORNING BREAKFAST: One item from choice of two varieties.
- C. LUNCH: Consisting of the following items on daily basis:  
1 Veg Soup, 1 Veg Salad/Koshimbir, 2 Vegetables, 1 Non-veg item, , 1 Dal variety, 1 Rice variety, 1 Sweet/Desert, Chapati/Puri/Bhatura/Paratha (any one variety).  
Accompaniments: Papad, Pickle, Curd/Buttermilk, Mukhwas etc.

In case of Lunch, the SERVICE PROVIDER/CATERER will also need to supply separately the individual items available in the daily menu. Cost of each item will be pre-decided by the SERVICE PROVIDER/CATERER and SBI Capital Markets Ltd., at mutually agreed rates.

- D. EVENING SNACKS: One item from choice of two varieties.
- E. Menu for all the catering services will be drawn up by SERVICE PROVIDER/CATERER and the same would be approved by Canteen Committee on a weekly basis.

XIII. An App-based billing system is to be followed for all the services as provided by the Company and the SERVICE PROVIDER/CATERER shall submit their bill for catering service on a monthly basis, in the manner and format prescribed by the company within 7 days of the end of the relevant month. Bills if found defective are liable to be returned to the SERVICE PROVIDER/CATERER without settlement.

XIV. The SERVICE PROVIDER/CATERER will have to ensure that the food items supplied are as per standard of fitness and all the technical/Labour norms as per the Co-op Society/Municipal Corporation/State Govt./Central Govt. are followed. If at any point of time, any penalty is imposed by any of these Authorities, the same shall be borne by the SERVICE PROVIDER/CATERER.

XV. Sale of food items and beverages will not be allowed in the Canteen of Company premises to outsiders.

XVI. Utensils, cups, saucers, flacks, crockery, cutlery etc., should be scrubbed and cleaned thoroughly with branded cleansing agents (like Vim, or Prill) and hot water. A thorough cleaning ought to take place every weekend. All equipments, fixtures, utensils are to be used by removing the grime , stain, oil and wiped well by cleaned cloth and dried.

XVII. The Service Provider/Caterer should make arrangement for cleaning the dining Table/space as and when required for maintaining proper hygienic condition of the area.

XVIII. The supervisor of catering services on behalf of the SERVICE PROVIDER/CATERER will keep regular liaison with the Administration Dept. and seek information about the quality of food.

XIX. The fixed service charges of Rs.30,000/- (exclusive of GST) per month will be paid separately to the SERVICE PROVIDER/CATERER for providing the delivery services in the Office premises of SBI Capital Markets Ltd., on 17<sup>th</sup>, 19<sup>th</sup> and 20<sup>th</sup> floors of Maker Tower E/F Building.

#### **4. TENDER FEE & EARNEST MONEY DEPOSIT:**

**(a) Tender Fee:** Only those SERVICE PROVIDER/CATERERs are allowed to participate who have downloaded the tender documents from web site. The bidders can participate in the tender process provided they submit a demand draft/pay order of **Rs.500/-**(non refundable) in favour of **SBI Capital Markets Ltd, payable at Mumbai** towards the cost of Bid Document.

**(b) Earnest Money Deposit :** Earnest Money Deposit of **Rs.15,000/-**(Rupees Fifteen thousand only), in the form of a demand draft /pay order issued by a Scheduled Nationalised Bank favouring **SBI Capital Markets Ltd, payable at Mumbai** must be submitted along with the Technical Bid.

#### **5. OPENING OF TENDERS:**

Technical Bids will be opened on **7.4.2018** at **11. 30 a.m.** The tenderer or his representative may be present at the time of opening of the Technical Bid. No separate intimation will be sent in this regard to the Bidders for deputing their representative. The Technical Bids will be opened at the time and date stipulated above irrespective of the number of Tenderers or their representatives present. The Financial Bid of those Bidders, who technically qualify (to be determined by SBI Capital Markets Ltd.,) will only be opened. Short listed bidders will be notified by e-mail / post and the shortlisted bidders / authorized representatives may be present at the time of opening of the Financial Bids.

## 6. EVALUTION OF BIDS:

The Committee constituted by the Company shall examine the documents enlisted in the Technical Bid of the tender. The Committee may visit the Office of the Bidder to verify the records submitted. The Bidders who will fulfill the eligibility criterion will be considered for opening of Financial Bids. The Financial Bids of those Bidders who will not technically qualify will not be opened.

## 7. ELIGIBILITY CRITERIA FOR TECHNICAL BID:

Sl. No.	TECHNICAL & FINANCIAL PARAMETERS	ELIGIBILITY CRITERIA
1	Work Experience	The vendor should be providing catering services of minimum 200 persons per day in Mumbai and should be in profession for at least 4 years (copy of registration certificate must be enclosed).
2	Technical Parameters	<ol style="list-style-type: none"><li>1. Certificate of registration and license for carrying Catering job from local civic authority, MCGM issued prior to the date of notification of this tender.</li><li>2. PAN Card of Income Tax Department</li><li>3. Certificate of registration with Professional Tax, Govt. of Maharashtra</li><li>4. GST Registration</li><li>5. license from Labor Commission , Maharashtra Under contract Labour Act</li><li>6. PF registration certificate under EPF Act 1952 if any</li><li>7. Valid and duly renewed license under Shop and Establishment Act</li><li>8. ESI registration certificate</li><li>9. VAT registration certificate</li><li>10. Other relevant registration in compliance of law of the land (Attested photocopies of all documents and challans are to be enclosed).</li></ol>
3	Financial Parameters	Average Minimum Turn Over for last 4 Financial Years should be Rs. 100 lakhs. (ITR and Balance Sheet for last 4 Financial years to be enclosed).
4	Own Catering Service Centre/office	The firm should have its own Catering service center /office in Mumbai functioning as on the date of commencement of issue of Tender Documents.
5	Works Executed in the last 4 years.	The SERVICE PROVIDER/CATERER should be on the approved panel of at least 3(three) reputed Private Companies/large Corporates preferably PSU/Central or State Govt. undertakings/Banks etc.
6	Reference Site	Furnish details like name, address and telephone numbers of existing Customers—minimum requirement is 3 reference sites.
7	Disqualification	The tenders (directly or indirectly) from existing/past SERVICE PROVIDER/CATERERS whose services have been found to be unsatisfactory are liable to be rejected at Technical Bid stage. The decision of the Group Head (Administration) will be final & binding in considering the above requirements.

**Note: The preliminary evaluation will be done on the basis of above parameters. The Tenders from Bidders not conforming to any of these parameters will be rejected.**

## **8. TECHNICAL BID :**

a. The SERVICE PROVIDER/CATERER fulfilling the eligibility criteria and agreeable to the set Scope of Work/Service as mentioned above and **Terms and Conditions** will participate for Technical Bid. The Technical Bid should be complete in all respects and contain all information asked for in this Document and it should **not contain any information as to the rates quoted in Financial Bid.**

b. Technical Bid will be evaluated against the stipulated minimum eligibility criteria. Technical Bid not complying with the eligibility criteria will be rejected summarily.

c. The Company shall have the right to contact and verify bidder's information, references and data submitted in the bid proposal without further reference to the bidder.

**d. The Technical BID should comprises following :-**

(i) **Vendor's Profile** as per **Annexure: TB-I**

(ii) **Payment Particulars** as per **Annexure: TB-II**

(iii) **Tender Fee Particulars and Earnest Money Deposit** Particulars as per **Annexure:TB-III**

(iv) **EMD Rs.15,000/-** in the form of a Demand draft /Pay order issued by a scheduled Bank favouring SBI Capital Markets Ltd, payable at Mumbai.

(v) Tender Fee Rs.500/ in the Form of Demand Draft/Pay Order issued by a scheduled Bank favouring SBI Capital Markets Ltd, payable at Mumbai.

**(vi) Tender Document (other than Financial Bid) with all pages duly filled up signed with seal of the SERVICE PROVIDER/CATERER [Bidder must sign all pages of Bidder's Information, Terms & Conditions etc. and submit along with Technical Bid].**

## **9. FINANCIAL BID:**

a. The **Financial BID** should contain relevant price information and the rates should be quoted **in Indian Rupees** only and must contain separate **Rates for i) Morning Breakfast, ii) Tea /Coffee iii) Lunch and iv) Evening Snacks. The bidder should quote for all the above.**

b. In case of differences between the rates given by the bidder in words and figures or in the amount worked out by him, the following procedure shall be followed:

(i) When there is a difference between the rates in figures and words, the rates which correspond to the amounts worked out by the bidder, shall be taken as correct.

(ii) When the amount of an item is worked out by the SERVICE PROVIDER/CATERER does not correspond with the rate written either in figures or in words, then the rate quoted by the SERVICE PROVIDER/CATERER in words shall be taken as correct.

(iii) When the rate quoted by the bidder in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and not the amount.

c. Price quoted should indicate breakup of various components. The rate of GST will be as applicable. PRICE details must be completely filled up. Corrections or alterations, if any should be authenticated. The PRICE offer shall be on a fixed price basis. **No upward revision in the price will be considered on account of subsequent increase in rates.**

**d. Price Composition:**

**The rates to be quoted separately for i) Morning Breakfast, ii) Tea/Coffee, iii) Lunch and iv) Evening Snacks. All taxes, duties and levies excluding GST [TDS will be deducted as per rule].**

e. The Financial Bid should consist of **Annexure: FB-I** with the signature of Bidder or his Authorised representative along with Seal.

**f. The SBI Capital Markets Ltd reserves the right to reject any offer if Financial Bid does not contain any quotation for any catering services.**

**10. ACCEPTANCE OF BIDS:**

- a. The Company reserves the right to accept the lowest or any bid and reject any or all bids with /without assigning any reason or to accept / prefer any bid or bidder without assigning any reason. The Company shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reasons whatsoever.
- b. The payment will be on the basis of total consumption of officials and as per calculation based on App provided by Company. The payment will be made on monthly basis through NEFT.
- c. The Financial Bid will be treated as non-bonafide, if it does not conform to as per appropriate Annexure of Financial BID.

**11. VALIDITY OF TENDER:**

The Tender shall be valid for **06 (Six) months** from date of opening of Technical Bid.

**12. PERIOD OF CONTRACT:**

The period of Contract will be **THREE YEARS** from date of Contract between the Company and the successful bidder.

**13. REFUND OF EMD:**

- a. The Earnest Money Deposit, to the Bidder(s), who fails to qualify for the Technical Bid, will be returned through the NEFT/RTGS mode without any interest within 30 days from the date of the disqualification in the technical bid of the tender.
- b. The Earnest Money of the bidder (s) who qualify(s) for the Financial Bid, but do not get the order for the project will be returned through the NEFT/RTGS mode without any interest within 30days from the date of finalization of the tender.
- c. The Earnest Money of the successful Bidder(s), will be returned through the NEFT/RTGS mode without any interest within 30 days on submission of EMD/Security Deposit or will be released only after completion of the contract period without any interest or only after submission of EMD/Security Deposit.

**14. Forfeiture of Earnest Money Deposit (EMD):** EMD will be forfeited in case the tenderer refuses to execute the order, either in full or part, at their quoted/agreed rates. In that event Company may decide to debar/blacklist the concerned Bidder and the decisions will be final and binding on all concerned. Once the tender is submitted, no tenderer will be allowed to withdraw the tender. Even if any tenderer withdraws the tender, EMD of that tenderer will be forfeited in full. Any error on the part of the tenderer while quoting the rates will not be accepted as an excuse for refusal to execute the contract for any or all

items, if contract is placed on the basis of the quoted rates. For refusal of the contract, the EMD of the tenderer will be forfeited in full. This amount will be forfeited if ,having been selected by the SBI CAPITAL MARKETS LTD for the job, the offerer refuses to accept contracted order or having accepted the contract, fails to carry out his obligations mentioned there.

#### **15. SECURITY DEPOSIT**

The EMD amount will be treated as Security Deposit for the successful bidder. As such, the EMD may be adjusted against the Security Deposit. No interest is payable on Security Deposit for **entire** period.

#### **16. CRITERION FOR DISQUALIFICATION**

The Company may adopt such criteria for disqualification of a bidder as it may consider appropriate. Such Criteria may include without limitations of the following:

- a.** Failure of any Bidder (s) to provide all of the information /documents required in the bid proposal or any additional information /documents as sought by the Company including supporting documents. Non receipt of Bid proposal on or before due date and time
- b.** Misrepresentation in the Bid proposal
- c.** Non Payment of Tender Fee
- d.** Non Payment of Earnest Money Deposit (EMD)
- e.** Incomplete or conditional Bid
- f.** Use of unfair means /misrepresentation
- g.** Bid found in unsealed envelope, unsigned bids, bids signed by unauthorized person and any unconfirmed material alteration. Etc.
- h.** Technical Bids containing any price information.
- i.** Conditional/Subject to tenders are liable to be rejected.

#### **17. PAYMENT TO THE SERVICE PROVIDER/CATERER AND DEDUCTION AT SOURCE**

**1.** The payment to the SERVICE PROVIDER/CATERER will be made monthly on the basis of exact monthly Bill submitted. **The rates payable to SERVICE PROVIDER/CATERER on the basis of monthly consumption of the following items: (A) Morning Break Fast (B) Tea/ Coffee (Morning & Afternoon) (C) Lunch (D) Evening Snacks.**

**The Company provides certain portion subsidy of the total consumption, the non-subsidised portion (25%) to be recovered from concerned employee by the Service Provider/Caterer and the rest subsidised portion (75%) will be paid by the Company to Service Provider / Caterer.**

- a.** The SERVICE PROVIDER/CATERER shall submit their monthly bill, in the prescribed proforma, in triplicate along with supporting documents
- b.** The SERVICE PROVIDER/CATERER shall be responsible to pay all statutory levies imposed by the State and Central Government and the rates quoted in the tender shall allow for the same. No reimbursement, whatsoever, shall be made to the SERVICE PROVIDER/CATERER on account of any taxes or duties or increase in the taxes/duties by act of any legislation.
- c.** Deduction at source of Income/Sales Tax/GST on works contract etc. shall be made by the Company as per the provisions prevailing from time to time from the Running Account or Final Bills and remitted to the concerned Taxation Authorities/State Government on behalf of the agency.
- d.** The SERVICE PROVIDER/CATERERS have to submit the details of Service Tax/GST Registration. GST will be reimbursed subject to production of GST Registration no. and proof of payment made. However for making Service Tax payment latest provision of service Tax Rule will be applicable.



## **18. DEDUCTIONS & PENALTY:**

The payment of bill/s shall be subject to verification, deductions and penalty as described hereunder:

- a. The Company reserved the right /option to levy 2% of gross bill in case it is found that the water and electricity are used carelessly and unreasonably.**
- b. Any other penalty Company deems fit for deficiency of services, provided notice/warning given for that cause.**

## **19. CONTRACT LABOUR ACT:**

The SERVICE PROVIDER/CATERER shall be responsible for register themselves under the Contract Labour (Regulation and Abolition) Act 1970 and rules there under and must comply with and carry out all the provisions and obligations under the said rule Act and rules and furnish all information to employer as may be required by it and shall also indemnify the employer against any penalties, claims etc., arising from any default on their part.

## **20. TERMS OF AGREEMENT**

The selected SERVICE PROVIDER/CATERER has to execute an Agreement as per prescribed proforma on appropriate value. All are parts of Tender Documents i.e. **Tender Notice, Bidder's Information, Terms & Conditions, Technical Bid, Financial Bid etc.** will be part of Terms of Agreement. The word 'Principal Employer' will mean SBI Capital Markets Ltd having statutory power to do the work under reference and/or its authorised representative i.e., the Group Head (Administration) or his sub-ordinate officers. If the selected SERVICE PROVIDER/CATERER fails to execute Contract within a period of seven days of receiving the intimation from SBI CAPITAL MARKETS LTD, the EMD in respect of the Tender will be forfeited.

## **21. TERMINATION OF THE CONTRACT & FORFEITURE OF EMD/SECURITY DEPOSIT:**

- a. The Competent Authority may due to adequate reason as he deems fit, terminate the Contract by giving a notice of 60 days.** The "SERVICE PROVIDER/CATERER" should then leave the premises in a decent and workable condition. Any defect or damage found shall be made good at his cost or otherwise the defects will be rectified through some other means and the cost involved will be deducted from his bill and/or Security Deposit lying pending with SBI Capital Markets Ltd.
- b. In the event of the SERVICE PROVIDER/CATERER terminating the contract prematurely or committing any breach of the terms and conditions of the tender or the agreement or in the event of SBI CAPITAL MARKETS LTD prematurely terminating the contract on account of breach of the terms and conditions of the tender or the agreement by the SERVICE PROVIDER/CATERER, the security deposit shall be forfeited by SBI CAPITAL MARKETS LTD.**

## **22 . ARBITRATION :**

In the event of any dispute or disagreement over the interpretation of any of the terms herein above contained or claim of liability the same will be referred to an arbitrator mutually appointed by both the parties, whose decision shall be final and binding upon both the parties. Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliations Act 1996. The venue of arbitration shall be Mumbai subject here to the Court in Mumbai -shall have exclusive jurisdiction to the exclusion of all other courts. Notwithstanding the above, the decision of SBI CAPITAL MARKETS LTD of India shall be final and binding on the Tenderer.

## **23. SUBMISSION OF TENDER**

The tender should be sent so as to reach this office ON OR BEFORE THE DATE SPECIFIED. Tenders received after last date will be rejected. The Company reserves the right to accept any quotation in full or part. This does not necessarily mean that the Lowest Quotation will be accepted. Any tender not in compliance with these terms and conditions will be liable for rejection.

# TERMS & CONDITIONS

## DEFINITIONS AND INTERPRETATION:

### 1.1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

“**Company**” shall mean **SBI Capital Markets Ltd.**

“**SERVICE PROVIDER/CATERER**” shall mean the “Bidder” selected for providing specified service and vice versa.

“**Effective Date**” shall mean the date on which this Agreement becomes effective.

“**Law**” shall include any rule, bye-law, notification, regulation, act, ordinance, administrative order, directive, order or instruction having the force of law, enacted or issued by the Central Government, the State Government or any other Government or Regulatory Authority or Political Subdivision or Government Agency.

“**Quality and Schedule Specifications**” shall mean the minimum quality standard and the time schedule specified by the Company in relation to the “Catering Services”, as set out in **INFORMATION to the Bidder and** “Workman”/“Attendant” shall mean any person/s employed by the SERVICE PROVIDER/CATERER for the purpose of fulfilling its obligations under this Agreement.

1.2 Unless the context otherwise requires, this Agreement shall be construed as follows:

- (a) Words using the singular or plural number also include the plural or singular number, respectively,
- (b) The terms “herein”, “hereby” and derivative or similar words refer to this entire Agreement.
- (c) The terms “Recital”, “Section”, “Clause”, “Sub-Clause”, “Schedule”, “Attachment” and “Annexure” wherever appearing shall be respectively considered to be pertaining to this Agreement;
- (d) References in this Agreement to statutory provisions shall be construed as reference to those provisions as modified or re-enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provisions which has been so enacted (whether with or without modification.); and
- (e) Headings, bold, italic and other stylized typefaces are only for convenience and shall not be considered for the purposes of interpretation/construction of this Agreement.

## **2. TERMS OF THE AGREEMENT:**

This Agreement shall remain in force for an initial period of **36 months** from the Effective Date, unless terminated sooner in accordance with the provisions of this Agreement. The Effective Date for this Agreement shall be ..... .Notwithstanding what is stated hereinabove, this Agreement shall, unless terminated earlier in accordance with the terms hereof, continue to be operative in full force and effect, even after the expiry of ..... , on a day to day basis until renewed in writing by mutual consent of the Parties, or terminated on written notice being given by either Party. During such continuation of the Agreement the terms and conditions as set out herein shall be validly subsisting and remain binding on both Parties.

## **3. PROVISION OF SERVICES :**

3.1 The SERVICE PROVIDER/CATERER agrees to provide to the Company and the Company agrees to avail from the SERVICE PROVIDER/CATERER the Services, at or pertaining to the places/offices/branches set out in hereto, on the terms and conditions set forth in these provisions.

3.2 The Company may, by written notice, request the SERVICE PROVIDER/CATERER for any addition to or deletion from the list of services or modification in duty hours contained in **Information to the Bidder**, and the parties shall agree on the terms and conditions for such addition or deletion, as the case may be, by exchange of letters.

## **4. CONSIDERATION:**

The SERVICE PROVIDER/CATERER shall be solely liable for the payment of all Central, State and local levies, taxes, duties, fines and penalties (including without limitation sales taxes, value added taxes, if any), by whatever name called, as may become due and payable in relation to the Services, and any amounts payable by the Company to the SERVICE PROVIDER/CATERER shall be subject to any tax required to be deducted at source (including service tax, if any) in accordance with the applicable laws and regulations.

## **5. OBLIGATIONS OF THE SERVICE PROVIDER/CATERER**

The SERVICE PROVIDER/CATERER

(a) shall provide the Services set out in hereto in accordance with the quality and Schedule Specifications and at the provisions set out in hereto

(b) shall at all times perform the Services in accordance with all Laws, the Company's instructions, and the terms and conditions set out in this Agreement;

(c) shall provide such suitably qualified, experienced and competent personnel as may reasonably be required for the performance of the Services. If so requested by the Company the SERVICE PROVIDER/CATERER shall provide evidence of the previous experience, qualifications and competence of any Personnel engaged in the performance of such Services.

(d) shall withdraw or bar any of its employee/s or agent/s from the provision of the Services if, in the sole opinion of the Company

(i) the quality of Service rendered by the said employee/agent is not in accordance with the Quality and Schedule Specifications; or

(ii) it is not in the interest of Company that such employee/agent of the SERVICE PROVIDER/CATERER continues to be involved in the provision of Services;

(e) subject to the terms of this Agreement, shall be responsible for the selection, hiring, assigning and supervision of the Personnel and shall employ sufficient number of Personnel to provide the Services in a prompt and efficient manner. The SERVICE PROVIDER/CATERER agrees that the Personnel shall work under the supervision, control and direction of the SERVICE PROVIDER/CATERER. The SERVICE PROVIDER/CATERER shall be responsible for all negotiations with Personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.

(f) shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of Services under this Agreement:

(g) It shall be the sole responsibility of the SERVICE PROVIDER/CATERER to verify and confirm the antecedents of the persons/employees deployed/engaged by the SERVICE PROVIDER/CATERER at the Company's premises. The SERVICE PROVIDER/CATERER shall ensure that its employees obtain a clearance certificate from the Local Police Station. The SERVICE PROVIDER/CATERER shall ensure regular screening of its employees at regular intervals. If at a later stage it is found that the SERVICE PROVIDER/CATERER had employed any person with criminal record and prior conviction, then Company shall have the option to terminate this agreement including claiming damages or losses suffered if any.

(h) shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel. Shall ensure the engaged personnel to be smartly dressed in neat & clean uniform.

(i) shall not exercise any lien on any of the assets, properties, documents, instruments or material belonging to the Company and in the custody of the SERVICE PROVIDER/CATERER for any amount due or claimed to be due by the SERVICE PROVIDER/CATERER from the Company.

(j) shall regularly provide updates to the Company with respect to the provision of the Services and shall meet with the personnel designated by the Company to discuss and review its performance at such intervals as may be agreed between the Parties; and

(k) the management of the SERVICE PROVIDER/CATERER Company shall have proper supervision and shall take care of the services and personnel deployed to provide the services. The SERVICE PROVIDER/CATERER unconditionally agrees and confirms that the Company shall have no liability either direct or indirect in dealing with the said employees of the SERVICE PROVIDER/CATERER and they shall be under the direct supervision of the said employees of the SERVICE PROVIDER/CATERER. The said employees shall not approach the Company or its officials for any reason whatsoever.

(l) In the event of the premature termination by either party to the contract or expiry of the contract, the SERVICE PROVIDER/CATERER shall be obliged to continue providing the services on the same terms and conditions as provided in the contract, till such time as SBI CAPITAL MARKETS LTD is able to make any alternative arrangement or SBI CAPITAL MARKETS LTD, has agreed in writing to allow the SERVICE PROVIDER/CATERER to discontinue earlier.

## **6. REPRESENTATIONS AND WARRANTIES:**

6.1 The SERVICE PROVIDER/CATERER hereby represent and warrant that:

(a) It is duly incorporated and validly existing under the laws of the place of its in Company;

(b) It has taken all necessary action to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of the same upon request. An authenticated list of the officers of the SERVICE PROVIDER/CATERER who are authorised to sign and/or execute this Agreement and/or other related documents and writings shall be provided to the Company duly authenticated.

(c) it has taken all action necessary (or will have by the Effective Date) steps to execute and deliver and to perform its obligations under this Agreement;

(d) the execution, delivery and performance of this Agreement by the SERVICE PROVIDER/CATERER in accordance with its terms shall not:

(i) violate or conflict with its articles or memorandum of association or any other organizational/constitutional documents

(ii) with or without the giving of notice or the passage of time or both, conflict with, result in the breach or termination of, or constitute a default under, any agreement or arrangement to which it is a party or by which it or any of its properties or assets may be bound;

(iii) constitute a violation of any law, regulation, order, writ, judgment, injunction or decree applicable to it or any of its properties or assets, or violate any license, permit, authorisation, agreement, undertaking or other obligation to which it is bound; or

(iv) result in the creation or imposition of any lien, charge or encumbrance upon the capital stock, properties or assets of it; and

(v) there are no judicial or administrative actions, proceedings or investigations pending or, to the best of its knowledge after due inquiry, overtly threatened against it, which would have a material adverse effect on its capacity to perform its obligations under this Agreement and each of the other documents referred to in this Agreement to which it is a party.

6.2 The SERVICE PROVIDER/CATERER hereby represents and warrants to the Company that it shall not violate any proprietary and intellectual property rights of any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights.

6.3 The SERVICE PROVIDER/CATERER further warrants to the Company that, during the term of this Agreement, the materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness designated as per the Quality and Schedule Standards and shall meet specifications as well as manners as determined in the Company's sole and exclusive discretion and communicated to the SERVICE PROVIDER/CATERER from time to time.

6.4 The workmen of the SERVICE PROVIDER/CATERER shall continue to be the workmen of the SERVICE PROVIDER/CATERER and work under its direction and shall not become or claim any employment from the Company by virtue of providing the Services, irrespective of the location of their work.

6.5 The SERVICE PROVIDER/CATERER agrees, represents and warrants that no employee of the Company, or immediate family member thereof has received or will receive anything of value of any kind from the SERVICE PROVIDER/CATERER or its officers, Directors, employees or agents in connection with this Agreement; and that none of them has a business relationship of any kind with the SERVICE PROVIDER/CATERER, its Personnel or any of its other officers.

## **7 INDEMNITIES AND OTHER PROVISIONS**

7.1 The SERVICE PROVIDER/CATERER shall indemnify the Company and keep the Company indemnified fully and without limit against all costs, claims, damages, expenses, fines, losses, liabilities and penalties including attorney's cost, expenses accruing, incurred or suffered by the Company directly or indirectly arising on account of :

(a) failure by the SERVICE PROVIDER/CATERER to perform any of its obligations under this Agreement, in accordance with the provisions of this Agreement;

(b) any claim from any statutory authority or any employee/s or agent or employee/s of SERVICE PROVIDER/CATERERS of the SERVICE PROVIDER/CATERER with respect to the terms of service of the employee/s, agent/s, or employee/s of SERVICE PROVIDER/CATERERS, arising in relation to noncompliance by the SERVICE PROVIDER/CATERER with any matter set out in Section-5 hereinabove;

(c) any act, commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this agreement by the SERVICE PROVIDER/CATERER/its employees/agents/sub-SERVICE PROVIDER/CATERERS;

(d) any robbery, theft, extortion, misappropriation or accident in relating to any assets or properties or documents or instruments of the Company which are, or are deemed to be, in the custody of the SERVICE PROVIDER/CATERER, and

(e) any and all adverse claims of whatsoever nature made on the Company by the personnel and all liabilities arising out of accident or death while on duty shall be borne by the SERVICE PROVIDER/CATERER.

7.2 The SERVICE PROVIDER/CATERER shall be liable to pay the amount to the Company, as determined by the Company in its sole discretion under this provision, on demand and the Company shall be entitled to adjust the amounts so determined to be due from the SERVICE PROVIDER/CATERER against the future payments due by the Company to the SERVICE PROVIDER/CATERER.

7.3 The SERVICE PROVIDER/CATERER shall cooperate fully in defending any claim/s by any local, state or central authority against the Company with respect to any levies, taxes, duties, fines and/or penalties etc. due and payable by the SERVICE PROVIDER/CATERER and shall indemnify the Company fully and without limit , against the same. This provision shall survive the termination of this Agreement.

7.4 The SERVICE PROVIDER/CATERER hereby agrees to indemnify and hold the Company harmless from any loss, claim, damage, costs or expense of any kind including reasonable attorney's fees, to which the Company may be subjected by virtue of a breach of any of the representations and/or warranties set out in Section 6 hereto.

7.4 Notwithstanding any other provisions of this Agreement, in no event shall the Company be liable to the SERVICE PROVIDER/CATERER for loss or profits of revenues, indirect, consequential or similar damages arising out of or in connection with the Services, materials or assistance provided under this Agreement.

## **8. TERMINATION :**

8.1 Subject to the provisions of this Agreement, either Party shall have a right to terminate this Agreement, at any time by giving not less than 60 days prior written notice on the part of SBI CAPITAL MARKETS LTD and 120 days prior written notice on the part of the SERVICE PROVIDER/CATERER of its intention to do so, to the other Party.

8.2 The Company shall have a right to terminate this Agreement with immediate effect without assigning any reason thereto, if at any time during the term of this Agreement the SBI CAPITAL MARKETS LTD is informed or information comes to the attention of Company, or if it is so decreed or adjudged by any court, tribunal or other authority, that the SERVICE PROVIDER/CATERER is or may be in violation of any laws.

8.3 Notwithstanding anything herein contained, the Company may by giving fifteen (15) days' notice in writing to the SERVICE PROVIDER/CATERER, terminate this Agreement under any one or more of the following circumstances:

- c. If the SERVICE PROVIDER/CATERER fails to perform the Services under this Agreement or to observe any of its obligations or breaches all or any of the terms of this Agreement.
- d. If the SERVICE PROVIDER/CATERER becomes insolvent or goes into liquidation, whether voluntary or compulsory, or is unable to pay its debts as they become due or
- e. Proposes or makes a general assignment or arrangement or composition with or for the benefit of its creditors or a receiver is appointed to take possession of all or substantially all of its assets or a petition for insolvency is filled against the SERVICE PROVIDER/CATERER and such petition is not dismissed within 90 (Ninety) days after filing.
- f. If in the opinion of the SBI CAPITAL MARKETS LTD the interests of the SBI CAPITAL MARKETS LTD are jeopardized in any manner whatsoever.

8.4 It is hereby agreed and understood by the Parties that the provisions of this Section shall not limit or restrict nor shall they preclude the Company from pursuing such further and other legal actions against SERVICE PROVIDER/CATERER for any breach or non-compliance of the terms of this Agreement.

8.5 On the expiry or termination of this Agreement, the SERVICE PROVIDER/CATERER shall hand over or cause to be handed over all the information (as defined in Section 12.1 hereunder) assets, documents, instruments, keys and/or properties of or relating to the Company and all other related materials in possession of SERVICE PROVIDER/CATERER to an authorized official of the Company.

#### **9. COMPLIANCE WITH LAWS:**

9.1 The SERVICE PROVIDER/CATERER confirms that it has a license under the Contract Labour (Regulation and Abolition) Act, 1970 and shall comply with the provisions thereof and shall defend/indemnify the Company or its employees against any actions that may be initiated for non-compliance of the said Act and the Rules and shall also be liable to such action as the Company may deem fit and proper.

9.2 The SERVICE PROVIDER/CATERER agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement/renewal of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this Agreement, the Company is informed or it is brought to the notice of the Company that the SERVICE PROVIDER/CATERER is or may be in violation of any law, ordinance, regulation or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Company shall be entitled to terminate this Agreement with immediate effect without assigning any reasons.

9.3 The SERVICE PROVIDER/CATERER shall establish and maintain all proper records as required by law, code, practice or corporate policy applicable to it from time to time including records and returns as applicable under the Labour Legislation. SERVICE PROVIDER/CATERER further agrees that notwithstanding the termination of this agreement either by the efflux of time or otherwise SERVICE PROVIDER/CATERER shall provide such details as above to the Company as and when demanded for submission to the authorities. Any breach of this condition shall entitle the Company to claim such damages as the Company may suffer in this respect. The SERVICE PROVIDER/CATERER shall submit

#### **10. INDEPENDENT SERVICE PROVIDER/CATERER:**

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The SERVICE PROVIDER/CATERER acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the Company or any subsidiary or affiliate thereof.

#### **11. SUB-SERVICE PROVIDER/CATERERS:**

11.1 The SERVICE PROVIDER/CATERER shall not assign or subcontract any of its responsibilities contained in this Agreement to any agent, sub-agent without prior written permission of the Company, which the Company may deny at its absolute discretion and if the Company gives such prior written permission, it shall not be construed as waiver of any accrued rights and/or liabilities and the SERVICE PROVIDER/CATERER shall be fully responsible for all acts and omissions of its SERVICE PROVIDER/CATERERS, sub SERVICE PROVIDER/CATERERS or agents.

11.2 Nothing in this Agreement shall be construed as creating any contractual or other relationship between the Company and any such SERVICE PROVIDER/CATERER or agent, nor any obligation on the part of the Company to pay or see to the payment of any money due to any SERVICE PROVIDER/CATERER/agent.

#### **12. INSPECTION AND RIGHT TO AUDIT:**

12.1 The SERVICE PROVIDER/CATERER shall, upon reasonable notice allow the Company, its management, its auditors (both internal and external auditors), the opportunity of inspecting, examining and auditing the records. The SERVICE PROVIDER/CATERER also agrees to provide unrestricted access to the premises and its employees and any other assistance as may be required in relation to the inspection and audit as specified herein.

12.2 The SERVICE PROVIDER/CATERER shall cooperate with the Company's internal or external auditor to assure a prompt and accurate audit. The SERVICE PROVIDER/CATERER shall also cooperate in good faith with the Company and/or its nominee to correct any practices, which are found to be deficient as a result of any such audit within a reasonable time after receipt of the Company's Audit Report.

#### **13. CONFIDENTIALITY AND SECRECY:**

13.1 The SERVICE PROVIDER/CATERER recognizes that in the course of the transactions envisaged by this Agreement, it may be privy to certain confidential information (whether or not the information is marked or designated as "confidential" or "proprietary") relating to the Company and its businesses including legal, financial, technical, Commercial, marketing and business related records, data, documents, reports, client information, the terms of this Agreement and the details of the negotiations between the Parties (the "information"). The SERVICE PROVIDER/CATERER agrees that it shall keep all information and other materials passing from the Company to the SERVICE PROVIDER/CATERER confidential and shall not, without the prior written consent of the Company, divulge such information to any other person or use such information other than for the purposes of carrying out this Agreement.



13.2 The obligations contained in this Section shall not apply to any part of the information in the case where that part of the information that is or has become public other than by breach of this Agreement and shall not restrict any disclosure by the SERVICE PROVIDER/CATERER if required by law or by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure. In such case, prior to such disclosure, the SERVICE PROVIDER/CATERER should promptly notify Company of such requirement of disclosure, with a view to providing the opportunity to the Company to contest such disclosure or otherwise to agree the timing and content of such disclosure.

13.3 The obligations contained in this Section shall continue to apply after the termination or expiry of this Agreement.

13.4 The SERVICE PROVIDER/CATERER acknowledges that in the event of any breach or threatened breach of this Section by the SERVICE PROVIDER/CATERER / its employees / agents / sub-SERVICE PROVIDER/CATERERS, monetary damages may not be an adequate remedy, and therefore, the Company shall be entitled to injunctive relief to restrain the SERVICE PROVIDER/CATERER / its employees / agents / sub-SERVICE PROVIDER/CATERERS from any such breach, actual or threatened.

#### **14. INSURANCE:**

14.1 The SERVICE PROVIDER/CATERER if deems fit and proper may take at its own costs, insurance policies for adequate amount against injury, death, dishonesty, theft, extortion, robbery, forgery, altered documents, fraud, fidelity and / or any other dishonest acts on the part of SERVICE PROVIDER/CATERER's employees or agents / sub-SERVICE PROVIDER/CATERERS or representatives or employees of such agents/sub-SERVICE PROVIDER/CATERERS with the Company as the loss payee / beneficiary.

14.2 In an event of any loss suffered by the Company, the SERVICE PROVIDER/CATERER shall upon demand within 7 days' time make good the loss to the Company without any demur, protest, dispute or objection.

#### **15. PUBLICITY:**

The SERVICE PROVIDER/CATERER shall not use the name and/or trademark/logo of the Company in any states or marketing publication or advertisements or in any other manner without prior consent of the Company.

#### **16. PROPRIETARY RIGHTS:**

The SERVICE PROVIDER/CATERER agrees that any product including but not limited to all information, reports, studies, software (including source codes, object codes and executables), flow charts, diagrams and other tangible and intangible material of any nature whatsoever produced by or as result of any of the services rendered hereunder shall be the sole and exclusive property of the Company. In furtherance thereof, the SERVICE PROVIDER/CATERER, hereby irrevocably grants, assigns, transfers to the Company all rights, title and interest, of any kind, in and to any such product produced hereunder. The SERVICE PROVIDER/CATERER shall not be entitled to make any use of any of the said materials except as may be expressly permitted in writing by the Company.

#### **17. NON EXCLUSIVE AGREEMENT:**

This Agreement is on non-exclusive basis and the SERVICE PROVIDER/CATERER shall not have any exclusive right to provide the Services to the Company. The Company shall be free to engage any other SERVICE PROVIDER/CATERER/s or may entrust services similar to the services or any part thereof to any other person/s.

#### **18. MISCELLANEOUS:**

##### **18.1 RELATIONSHIP OF THE PARTIES:**

This Agreement shall not constitute the appointment of either party as the legal representative or agent of the other Party. No Party to this Agreement shall have any right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party to this Agreement except as may be specifically provided in this Agreement. Neither Party shall assume or be responsible for any liability or obligation of any nature, or any liability or obligation that arises from any act or omission to act of the other party however or whenever arising.

##### **18.2 SEVERANCE :**

If any provision of this Agreement is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Should any provision of this Agreement be or become ineffective for reasons beyond the control of the Parties, the Parties shall use reasonable endeavors to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

18.4 No waiver of any provision of this Agreement or consent to any departure from it by any Party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges.

##### **18.3 ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein.

##### **18.4 AMENDMENTS :**

No modification, amendment, waiver, discharge or termination of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.

##### **18.5 GOVERNING LAW AND JURISDICTION:**

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Kolkata.

##### **18.6 NON-WAIVER AND OTHER REMEDIES:**

No failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement and no course of dealing between the Parties shall operate as a waiver thereof, nor shall

any single or partial exercise of any right , power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights, powers, and remedies herein expressly provided are cumulative and not exclusive of any rights, powers, or remedies, which the Parties would otherwise have. No Notice or demand in similar or other circumstances constitute a waiver of the rights of any of the other Parties to any other or further action in any circumstances.

**19. ASSIGNMENT:**

19.1 The SERVICE PROVIDER/CATERER shall not assign or otherwise transfer, dispose or part with any of its rights or obligations hereunder to any person without the prior written consent of the Company.

19.2 The Company shall have the right, in its sole discretion to assign this Agreement to any of its affiliates and offices after giving notice of such assignment to the SERVICE PROVIDER/CATERER.

**20. FURTHER ASSURANCE:**

Each of the parties hereto shall cooperate with the others and execute and deliver to the other such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, give effect to and confirm their rights and intended purpose of this Agreement.

**21. COSTS:**

Each of the parties shall pay its own legal, accountancy and other costs and expenses incurred in relation to the negotiation, preparation and execution of this Agreement.

**22. COUNTERPARTS:**

This Agreement may be executed in any number of counter parts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The English language text of this Agreement shall prevail over any translation thereof.

**23. SURVIVAL:**

The terms and provisions of this Agreement that by their nature and content are intended to survive the performance hereof by any or all parties hereto shall so survive the completion and termination of this Agreement.

<b>TECHNICAL BID FORM FOR PROVIDING CATERING SERVICES</b>
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Sr.No.	Particulars	Details of Information
<b>1</b>	Name of the Firm: (In Block Letters)	
<b>2</b>	Date of Establishment / Incorporation	
<b>3</b>	Correspondence address and Telephone No.	
<b>4</b>	Address of Head Office (If Separate) and Telephone No.	
<b>5</b>	Status: Proprietary/Partnership/ Private Limited Company / Public Limited Company	
<b>6</b>	Names of the Partners /Directors	
<b>7</b>	Name of Chief Executive with his present addresses and Telephone Nos.	
<b>8</b>	Name of Representative (s) with Designation who would be calling on us and attending to our jobs	
<b>9</b>	Name of Bankers with addresses & telephone nos.	
<b>10</b>	Is the Firm is registered under the Company Act? If so, state (a) License Number : (b) Date of last renewal of License : (Copy of License to be enclosed) (c) Labour License Nos. and validity under various Labour laws (d) GST Registration No. (e) PAN No. (f) ESIS No. (g) EPF Registration No. if any.	
<b>11</b>	Whether holding certificate under Shops & Establishment Act, duly Renewed <b>(Copy should be enclosed)</b>	
<b>12</b>	State the latest Income Tax Assessed year and the amount of Tax assessed <b>(Copies of last 4 years, IT Returns, Balance Sheets &amp; Revenue A/c to be enclosed)</b>	

<b>13</b>	Turn over for last four Years F Y 2013-2014 F Y 2014-2015 F Y 2015-2016 F Y 2016-2017 <b>(Attach audited Revenue A/c &amp; Balance sheet)</b>	
<b>14</b>	Are you agreeable to abide strictly by the Terms and Conditions of the Tenders and Contracts.	
<b>15</b>	If your firm is empaneled with any office of SBI or any other PSU, please give name and address	
<b>16</b>	Name, Addresses and Telephone Nos. of some of your most valued clients (Separate List may be attached)	
<b>17</b>	Approximate value of your output per year	
<b>18</b>	Mention any other specialties of your Establishment	

I/We declare that, the above furnished information is correct.

I/We \_\_\_\_\_  
request SBI Capital Markets Ltd, 202, Maker Tower "E" Wing, Cuffe Parade, Mumbai-400005 to consider inclusion of my /our name as approved Service Provider/Caterer for considering the Technical/ Financial Bid. We agree to give full satisfaction to the Company in the event of their doing so.

**Dated at.....this.....day of.....,2018**

**Signature with Seal**

**Name**

## BANK PARTICULARS FOR PAYMENT

### NAME OF THE WORK : TENDER FOR PROVIDING CATERING SERVICES .

SERVICE PROVIDER/CATERER is requested to furnish below mentioned particulars so that we can refund / release their payments through NEFT. This is to be treated as the part of the Tender condition.

Sl.No.	Description		Remarks
1	Name of the beneficiary (vendor name) as in bank records.	:	
2	Beneficiary's Account Number	:	
3	Account type (Savings Account, Current Account, etc.)	:	
4	Beneficiary's Bank – Branch	:	
5	Bank's MICR code	:	
6	Beneficiary's Bank IFSC Code	:	
7	Beneficiary's contact number	:	
8	Beneficiary's e-mail ID, if any	:	
9	PAN NO	:	
10	TIN NO	:	
11	GST REGISTRATION NO.	:	

**N.B.**

- i) No payment will be made by Cash/Cheque. Payment will be made only through NEFT.
- ii) All SERVICE PROVIDER/CATERERS (existing or new) have to submit the bank details with every tender

Signature with Seal

Name

**TENDER FEE & EMD PARTICULARS**

**NAME OF THE WORK: TENDER FOR PROVIDING CATERING SERVICES**

**NAME OF THE BIDDER:.....**

<b>Particulars of Payment</b>	<b>DD/Pay Order No</b>	<b>Date</b>	<b>Issuing Bank</b>	<b>Payable at</b>	<b>Amount (Rs,)</b>

**Signature with Seal**

**Name :**

**FINANCIAL BID**

NAME OF THE WORK : TENDER FOR PROVIDING CATERING SERVICES

NAME OF THE BIDDER:.....

**RATES FOR CATERING SERVICES**

Sr. No.	PARTICULARS	UNIT RATE (Rs.) [ EXCLUSIVE OF GST ]
(i)	MORNING BREAKFAST/EVENING SNACKS	
(ii)	TEA/COFFEE	
(iii)	LUNCH	
	TOTAL (i)+(ii)+(iii)	

**Note:**

1. Details of food items are mentioned below:-

A. **TEA/COFFEE**:- To be served in the Morning & Afternoon (2 times a day) and as & when requested by the officials.

B. **MORNING BREAKFAST**: One item from choice of two varieties

C. **LUNCH**

Consisting of the following items on daily basis:

- a) 1 Veg Soup,
- b) 1 Veg Salad/Koshimbir,
- c) 2 Vegetables,
- d) 1 Non-veg item,
- e) 1 Dal variety,
- f) 1 Rice variety,
- g) 1 Sweet/Desert,
- h) Chappati/Puri/Bhatura/Paratha (any one variety),
- i) Accompaniments: Papad, Pickle, Curd/Buttermilk, Mukhwas etc.

D. **EVENING SNACKS**: One item from choice of two varieties

SIGNATURE OF THE BIDDER

NAME OF THE SIGNATORY

SEAL