



भारतीय प्रतिभूति और विनिमय बोर्ड
Securities and Exchange Board of India

Securities and Exchange Board of India

SEBI Bhavan, Plot No. C-4 A, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai 400 051

Tender No. GEM/2024/B/5722638

Tender Document – Part II

(Technical Bid)

Supply and Service of Cooked Food/Packaged food at SEBI Office Premises in Mumbai

SEB

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Name of the Tenderer:-

Date:-

Place:-

Seal:-

NOTICE INVITING TENDER

Dear Sir,

Sub: Supply and Service of Cooked Food/Packaged Food and associated items at SEBI Office Premises in Mumbai

1. Securities and Exchange Board of India (hereinafter referred to as "**Board**" or "**SEBI**") is an autonomous, statutory organization established in accordance with the provisions of the SEBI Act, 1992 of the Parliament of India. The basic function of SEBI as mandated by the SEBI Act is *"to protect the interests of investors in securities and to promote the development of, and to regulate the securities market and for matters connected therewith or incidental thereto"*.
2. Tenders are hereby invited by Securities and Exchange Board of India (SEBI) for the work relating to Supply and Service of Cooked Food/Packaged Food, Tea/Coffee and associated items for our Office Premises located in Mumbai.
3. The Agency is advised to inspect the premises where the services are to be rendered and satisfy themselves about the various aspects including logistics, service arrangements etc. before submitting their tenders. The Agency shall be deemed to have full knowledge of the premises and conditions thereof whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
4. Submission of a tender by the Agency implies that they have read this notice and all other relevant tender documents and has made themselves aware of the scope of the services to be provided.
5. **Contract Period:** The contract is for an initial period of 12 months from 1st day of the month succeeding the work order or otherwise, intimated by the board. Subsequent extension of contract, if any, shall be by mutual consent and subsequent agreement between SEBI and the Agency. If the agency fails to perform any of their services under this agreement and if SEBI is dissatisfied with the services of the agency during the contract period or extended period of service, SEBI may terminate the services of the agency, with a notice of closure of the contract within a period of one month.
6. Agreement shall be drawn with the successful agency in prescribed format of agreement. The pro forma for the same has been provided in the tender

documents. Agency shall quote their rates as per various terms and conditions of the tender document which will also form part of the agreement. Agreement shall be executed along with payment of Stamp Duty as per the Stamp Duty Act. The amount towards Stamp Duty shall be reimbursed by SEBI to the agency.

7. The important dates in respect of the said tender are as below:

- i. The Pre-Bid Conference/ Meeting shall be held on **06.01.2025 (Monday)** 11:00 AM at SEBI SEBI Bhavan, Plot No. C-4A, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai 400 051 to clarify any points that the intending tenderers may have regarding the tender.
- ii. Last date of receipt of tenders online on GeM portal including receipt of EMD is up to 15:00 hrs. on **10.01.2025 (Friday)**.
- iii. Date of Opening of Prequalification Bid after 15:30 hrs. on **10.01.2025 (Friday)**.
- iv. The complete tender documents and documents as requested shall be uploaded on GeM portal while submitting the bid.

8. The interested agencies shall upload the tender on GeM portal at www.gem.gov.in.

9. Tender document is required to be submitted along with Earnest Money Deposit (hereinafter referred to as "EMD") of Rs.30,00,000/- (Rupees Thirty Lakh Only) for non MSMEs and Rs.15,00,000/- (Rupees Fifteen Lakh Only) for MSMEs by way of NEFT (Bank Account details as below):

Name of The Bank	ICICI Bank Limited
IFSC Code	ICIC0000106
Beneficiary Name	Securities and Exchange Board of India
Virtual Account Code	SEBIRCEMDEPOSIT

10. EMD of successful agency so deposited shall be held by SEBI, without paying any interest, till the submission of Performance Bank Guarantee and the same shall be returned to the agency after the submission and verification of Performance Bank Guarantee.

EMD of unsuccessful agencies shall be returned without any interest by the expiry

of bid validity period (i.e.90 days from the last date of submission of tenders) or by the 30th day after the award of the contract.

EMD shall be payable by all entities participating in the tender document. The EMD shall stand absolutely forfeited, if the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by SEBI or after it is accepted by SEBI and the agency fails to commence the work within the stipulated time.

11. EMD shall be forfeited in the event of any erosion, refusal or delay on the part of agency to sign and execute the contract on acceptance of the tender. EMD shall also be forfeited in case the agency fails to commence the work awarded to them within the prescribed time limit. EMD shall be forfeited in the event of non-submission of Performance Bank Guarantee within the stipulated time (or extended timelines, if any).
12. By submitting this tender, the agencies give an undertaking that the contents of the tender document shall be kept confidential and any details thereof would not be disclosed to any persons who are not related to the said process.
13. Tenders not accompanied with EMD and not in the prescribed format as detailed in the document provided are liable to be rejected.
14. EMD shall be paid from the account of the bidding agency only.

15. Performance Guarantee:

The agency, whose tender is accepted, shall be required to furnish performance guarantee equal to 5% of the contract value within 15 days of award of work. This guarantee shall be in the form of Guarantee Bonds (bank guarantee) of any Scheduled Commercial Bank. In case the agency fails to deposit the said performance guarantee within 10 days or the extended period, if any, EMD submitted by the agency shall be forfeited. The performance guarantee shall be released after successful completion of all the contractual obligations. The performance guarantee should be valid for six months beyond the contract period, i.e. the initial performance guarantee would be valid for 18 months for the contract period of 12 months.

The performance guarantee shall be released after successful completion of the all the contractual obligations as indicated in the General Terms and Conditions and standard operating procedure of this tender document. The format (content)

for the bank guarantee is annexed.

16. The Agency shall upload a certified copy of Power of Attorney / authority letter in the name of the person who has signed the tender document along with the prequalification bid of the tender document.
17. SEBI is not bound to accept the lowest or any other tender and reserves the authority to reject any or all the tenders received without assigning any reason. Conditional tenders shall be summarily rejected.
18. The tender for the work shall remain open for acceptance for a period of 90 days (ninety) from the last date of submission of tenders.
19. The successful agency shall carry out an agreement for the services / contract. The format for the same is annexed.
20. All payments made to the Agency would be subjected to Tax deducted at source (hereinafter referred to as "TDS") at applicable rates under Income Tax Act, 1961.
21. All the rates mentioned in the tender at respective schedules in the Price Bid should be inclusive of all charges/ taxes of whatsoever nature (other than GST), including charges for raw/packed foods, cooking/processing charges, testing, supervision, labour charges for labour deployed at agency's premises, overheads and profits, statutory charges, costs for licenses specific to catering agency's own premises and premises specific to SEBI where food is being served by the agency (relevant schedule in Price Bid), wastage, loading and unloading, freight, all types of local, state and central taxes including works contract tax, levies and duties, and any other expenditure etc. GST is calculated separately as provided in the Price Bid.
22. The rates mentioned shall remain firm till completion of contract. Escalation in price(s) will not be payable for whatsoever reasons.
23. This Notice Inviting Tender shall form part of the contract document. The successful Agency, on acceptance of his tender by SEBI, shall before commencement of Service sign the contract consisting of notice inviting tender, special instructions, general and special conditions of contract etc., forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
24. The Agency should take all necessary approvals from the concerned

Government / local controlling authorities before starting the Service and shall keep in force and comply with all the provisions during the period of the contract.

25. The agency shall also obtain the eating-house (canteen) licenses for various office premises of SEBI in Mumbai where food is being served by the agency.

Yours faithfully,

Clifford G Almeida
General Manager
Facilities Management Division,
Securities and Exchange Board of India,
SEBI Bhavan, Plot No. C-4A, 'G' Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai 400 051

GENERAL TERMS AND CONDITIONS

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1. Period of contract:

This contract will be valid for a period of one year. However, SEBI reserves the right to terminate this contract anytime by giving one-month notice in case performance of the contractor is not found to be satisfactory. The decision of the Board will be final in this regard.

However, the contract may be extended for a further period as seen fit by the Board on mutually acceptable terms and conditions.

The rates quoted for the food charges would remain same and the wage structure would be revised as and when the minimum wages are revised by the competent authority to that extent.

2. Timings of the Catering Service:

- a. The Agency is required to provide catering service on all working days of SEBI. The normal working days of SEBI are Monday to Friday excluding holidays declared by SEBI for its Head Office. The normal working hours are from 9.00 am to 5.30 pm. However, the catering service is required from 7.30 am to 7.45 pm as under:
 - i. Breakfast, Tea/coffee etc.: 7:30 A.M. to 9.30 A.M.
 - ii. Regular Morning tea/coffee at work stations/cabins/work area: around 10.00 am
 - iii. Lunch – 12:30 pm to 2:30 pm
 - iv. Regular Afternoon tea/coffee: around 3:00 pm
 - v. Snacks, tea/coffee etc. after office hours: 5:30 pm to 7:45 pm
 - vi. Hot Tea/Coffee as and when ordered by staff members at their work Stations/cabins.

The timings indicated may change as per the requirements.

- b. On non-working days i.e. weekly holidays on Saturday & Sunday and any other day declared as a holiday by SEBI, catering services would have to be provided as per the requirement of SEBI at the same rates quoted. No extra cost would be paid by the Board for providing catering service on holidays. The requirement of the catering for non-working days would be intimated at least one day in advance.

3. Working hours of the contract staff:

The workman has to put in 48 working hours in a week. The Normal working hours would be as follows for different categories:

(a) The normal working hours for contract staff would be:

Monday to Friday: 9:00 AM to 6:00 PM (including 1-hour lunch break)

Saturday: 9:00 AM to 2:00 PM

The board reserves the right to either leave the workmen early or may give them leave for the entire day in the event the office is closed or is a holiday for the office or particular departments of office.

However, these timings may be changed without any overall impact on the period of duty as per requirement of operation as per the discretion of the concerned official of the Board. The personnel would get a day off every week. The weekly off may be scattered for certain workmen depending upon the requirements and nature of duties.

For certain category of staff, there may be need to attend service on shift duties, six days a week without any overall impact on the period of duty. Nothing extra would be payable for the workmen working in shifts.

Overtime shall be applicable only if the workmen has worked for more than 48 working hours in a week (excluding the lunch breaks). Either applicable overtime wages or compensatory off in lieu thereof shall be provided to the workmen. The decision of SEBI in compliance with relevant laws with regard to payment of overtime or compensatory off for attending duties on weekends/holidays / working beyond stipulated service hours shall be final and binding.

4. Places for supply of food and catering workmen

- a. SEBI Bhavan (BKC), SEBI Bhavan II (BKC), NCL premises (BKC), Earnest House (Nariman Point), Mittal Court (Nariman Point) and places earmarked for supply / serving the food.
- b. At present the catering service as per requirement is to be provided at above offices. The places mentioned are indicative and may change at any future date based on the needs of the Board.

5. Facilities provided by SEBI

- a. SEBI will provide kitchen equipment, refrigerator, crockery, cutlery, vessels/utensils, water, and electricity at the place of serving the food (in the office premises of the Board). No charges will be levied by SEBI for the facilities being provided by the Board. The agency shall ensure minimum breakage and no pilferage of the items provided by the Board. However, any other items required for providing and serving of the food are to be provided by the agency and the cost of the same should be included in the rates to be quoted. Nothing extra would be payable on this account.
- b. The processed /cooked food and snacks items that are required to be served would be fully prepared by the Agency at its own premises and brought to the SEBI offices **where normally the food shall be warmed and served.**
- c. In addition, pantry rooms are available in SEBI office premises on each floor, which can be utilized for preparation of tea/coffee, on the respective floors.
- d. The Agency shall serve processed/cooked food, tea/coffee and snacks items etc. in crockery/disposable containers provided by SEBI.
- e. Electricity and water would be provided by SEBI at free of cost.

6. Rates to be quoted.

- a. Rates quoted by the agency for the supply of food should be inclusive of all charges for end to end operation and should for supply of food items include the cost of raw materials, cooking, transportation, etc.
- b. In respect of the service staff to be provided for serving the food, serving tea coffee, etc. the same should be included in the catering staff to be provided separately. The service charges for catering staff are to be quoted separately as indicated in the price bid. The wage structure for the catering staff is as fixed by the Board and given in the financial bid annexure, the agency has to quote only the service charge (%) for providing each catering staff. However, the agency would be solely responsible for the entire contract including cooking food, transportation and serving the food at the premises of the Board.
- c. **THE MINIMUM PERCENTAGE SERVICE CHARGE FOR OUTSOURCED STAFF SHALL BE IN ACCORDANCE WITH GEM CIRCULAR I.E., 3.85%**

INCLUSIVE OF GST.

- d. Any change in the tax structure, introduction of new tax / GST would suitably alter / modify the tax component only. The rate for the items would not be modified.
- e. Tenders not received within the stipulated time specified shall not be accepted.

7. Basis of Evaluation:

The agency quoting the net lowest aggregate amount on the following three components would be considered L1 for award of work/ service.

- a. the catering charges,
- b. outsourced staff charges and
- c. Consultancy fee for obtaining the eating house licenses in the price bid.

8. Mode of Supply of cooked/package food

- a. Menu / quantity for the week will be fixed by a Committee constituted in SEBI for the said purpose. The agency has to depute Cooks Skilled in Pan-Indian cuisine.
- b. The processed / cooked food and snacks items that are required to be served would be fully prepared by the Agency at its own premises and brought to the SEBI offices on the same day (within reasonable time, preferably 1 hour before start of the respective catering service, such that the food does not get spoiled / not suitable for consumption) where only warming and serving would be permitted.
- c. The Agency is required to make its own arrangements for cooking material, crockery / cutlery materials or any other materials required for preparation / cooking of food items at main kitchen.
- d. The Agency is required to make its own arrangements for packaging vessels such as thermally insulated containers used for transporting the cooked food item from base kitchen to SEBI office premises.
 - i. For solid items, sturdy containers with secure lids which prevent from spilling and contamination shall be used.
 - ii. For liquid items, leak-proof containers shall be used.

- e. The packaging materials / containers used by agency shall be food grade and safe for use.
- f. The Agency shall ensure use of separate cooking arrangement and utensils etc. for Vegetarian and Non-vegetarian food.
- g. A high standard of catering shall be maintained for all items with due regard to quality and purity of food ingredient, quality and quantity of dishes, cleanliness in preparation and handling of food items and utmost courtesy of services.
- h. All the materials used in preparation of food items should be as per tender document and of reputed standard brands with AGMARK certificate, wherever applicable.
- i. Make of items:
 - a) Ice cream should be of Amul/ Havmor / Naturals
 - b) Tea bags – Brooke Bond / Wagh Bakri / Society Tea
 - c) Coffee – Nescafe / Café coffee day
 - d) Special Coffee - Blue Tokai / Sleepy owl
 - e) Rice should be of Basmati variety for biryani dish and Sona masoori rice / Ponni rice (when it is not biryani).
 - f) Desi Ghee (Cow) should be of Amul / Prabhat / Govardhan / Gokul / Nandini.
 - g) Oil – Cold pressed / first quality rice bran oil should be used for cooking (Refined / reheated / repurposed oil should not be used for cooking).
 - h) Fruits served in fruit lunch and regular lunch shall be of premium quality.
 - i) Milk – Fresh milk to be used (purchased not more than 1 night advance) and if fresh milk is not available toned milk of reputed brand brands like Amul / Mother Dairy /Nestle/ Gokul etc may be used)
 - j) Curd to be used should be from reputed brands like Amul / Mother Dairy /Nestle/ Gokul etc.
- j. As far as possible only organic products should be used for cooking the food items.
- k. The agency shall supply items like chat masala, special masala, chandan elaichi, black salt, black pepper of various types along with the lunch service free of cost. NO extra charges will be paid for such items.

- l.** The agency shall provide tissue papers required during serving of various catering services being provided by agency at SEBI.
- m.** The Agency shall provide the items of processed / cooked food, snacks, hot & cold beverages as mentioned in the Menu in Technical Bid. Any additional items not covered in the said contract shall be served with the prior approval of SEBI.
- n.** The quality of food/snacks items and services shall be reviewed on regularly basis or as and when felt necessary by SEBI. The food supplied by the Agency shall be subject to inspection without prior notice by the authorized representatives of SEBI. If, during inspection any food items /beverages/any item of brand other than specified in the agreement is served, or found below specifications or service being found unsatisfactory, then the Agency shall be liable to a penalty of Rs.1,00,000/- on each occasion. If the prepared foods are found below specifications, the contract shall be terminated by giving one month notice.
- o.** SEBI shall be at liberty to carry out testing of food served by the agency at various offices of SEBI in Mumbai. If required, the samples will be collected & get tested from the approved laboratory for which testing charges shall be borne by SEBI. In case of failure of the sample the testing charges shall be borne by the contractor. Further, the agency shall be liable for a penalty of Rs.1,00,000/- on each occasion. However, in all cases, the agency shall make arrangements for sealing/ packaging of the food items and forwarding the same to testing laboratory. The cost of packaging and forwarding the samples to the approved laboratory shall be borne by the contractor.
- p.** The agency will be responsible for the maintenance of quality of food items served. Agency will be responsible for any food poisoning cases reported after eating of cafeteria food items and a penalty of Rs.1,00,000/- on each occasion will be imposed and charges for supplied food for that day will not be reimbursed.
- q.** If the agency fails to supply the food for the reason only attributable to agency, a penalty of Rs.1,00,000/- on each occasion will be imposed for that day.
- r.** If the Agency fails to provide processed /cooked food/ snacks / hot and cold beverages etc. during any day/holiday, a penalty of Rs.1,00,000/- on each occasion will be imposed.

- s. The Agency shall not, in any way, obstruct the duly authorized representatives of SEBI from entering into the dining hall in order to inspect the fittings therein or carry out any repairs, additions or alterations to the pantry premises or fittings therein.
- t. Refined Oil / Dalda (Vanaaspati) / Maida should not be used for cooking. Pastries served should have differentiation of veg and non-veg (with egg and without egg) and the same should be clearly mentioned with indicative boards.
- u. Drinking Water being supplied by SEBI should also be served in the meeting rooms, cabins and dining rooms.

9. Validity of Tender

The rates quoted by the tenderers shall be valid for a period of 90 days from the last date of submission of Tender Document. The tender for the work shall remain open for acceptance for a period of **ninety days** from the date of submission of price bid. If any agency withdraws his tender before the same period or makes any modifications in the terms and conditions of the tender which are not acceptable to SEBI, then SEBI shall, without prejudice to any other right or remedy, be at liberty to forfeit the EMD of the said agency.

10. Performance Guarantee:

The agency, whose tender is accepted, will be required to furnish performance guarantee equal to 5% of the contract value within 10 days of award of work. This guarantee shall be in the form of Guarantee Bonds (bank guarantee) of any Scheduled Bank. In case the agency fails to deposit the said performance guarantee within 10 days or the extended period, if any, EMD submitted by the agency shall be forfeited. The performance guarantee shall be released after successful completion of the contractual obligations. The performance guarantee should be valid for six months beyond the contract period, i.e. the initial performance guarantee would be valid for 18 months for the contract period of 12 months. The format for Bank Guarantee is annexed. The performance guarantee shall be released after completion of contract period or extended period, if any. No interest will be paid on the performance security by the Board.

11. Power of Attorney:

The Agency shall submit a certified copy of Power of Attorney in the name of the person who has signed the tender document along with the technical bid of the

tender document.

12. Other terms & conditions:

- SEBI is not bound to accept the lowest or any other tender and reserves the authority to reject any or all the tenders received without assigning any reason. Conditional tenders shall be summarily rejected.
- All payments made to the Agency would be subjected to Tax deducted at source (hereinafter referred to as "TDS") at applicable rates under Income Tax Act, 1961 based on the production of invoices and nature of payment.
- SEBI will make payment to the agency for services rendered satisfactorily on monthly basis in accordance with the relevant clause of conditions of contract. The agency has to make the payments to the workmen before the 7th of the succeeding month, irrespective of the date of payment to the agency by the Board.

13. Monthly Payments:

- The payment for the items supplied would be paid for the actual number of lunch / snacks / tea /coffee, etc. (for the items in BOQ) consumed by SEBI, i.e. based on the actual number of lunches taken by employees / staff of SEBI, lunches for specific numbers ordered by SEBI for meetings, etc.
- The entire set of tender document issued to the agency should be submitted all complete and also digitally signed on every page. Digital signature shall indicate the acceptance of the tender conditions by the agency.
- The agency has to install bio metric attendance system in the Boards premises to authorize the entry and exit and as well as to record the in time and out time of the workmen. The bio metric system should not be removed from the premises of the Board and until the same is given in writing by the concerned officer of the Board.
- The agency has to submit the reports such as attendance, OT, on daily basis and wage sheet, monthly leaves availed, leaves balance etc. on monthly basis along with the bill to be raised. Nothing extra over and above the quoted rates would be paid to the agencies for installation of the bio metric attendance system, required software would be paid to the agency (to be quoted in the financial bid). In the event that the agency does not provide / install the said attendance system in the

Boards premises, as required or provides a system wherein the desired reports are not generated the Board reserves the right to install the software and deduct the amount incurred from the monthly bill of the agency.

- The tender for works shall remain open for acceptance for a period of 90-days from the last date of submission of the tenders.
- The Agency shall digitally sign and seal on all the pages of the tender documents for all the parts.
- The Agency shall not assign or sub-contract the contract or any portion thereof to any third party except with prior written permission of SEBI. In case of breach, Board has liberty to serve notice and rescind the contract along with forfeiting of the performance bank guarantee, if required.
- Any money payable by the agency to SEBI under the terms of this contract and if not paid within the stipulated time, may be deducted/ adjusted from the monthly bills/ performance bank guarantee.
- SEBI shall have right to carry out audit of the works and the bills of the agency including all supporting vouchers, abstracts, PF and ESIC challans, service and professional tax challans etc., through any of its employees, representatives or consultants. If as a result of the examination or otherwise any sum is found to have been overpaid or over certified, SEBI shall recover the sum from any payment due to the agency for such work.
- In all circumstances, the agency shall make payments to its employees deployed at SEBI on or before the date specified under the relevant statutes, however the payments to the workmen should be made not later than the 7th day of the calendar month of the succeeding month. The agency has to make the payments to the workmen by the 7th of the month irrespective of the date of payment by the Board to the agency.
- If for any reason, the agency obliged by virtue of the provisions of the **Workmen's Compensation Act, 1923/ ESIC** or any statutory modification or re-enactment thereof to pay compensation to a workmen employed by the Agency in execution of works, fails and SEBI fulfils the obligation, then SEBI shall be entitled to recover from the agency the amount of compensation so paid from the performance bank guarantee or directly from the agency.

- The present wage structure does not include the payment to be made to the workmen towards the ESIC component, however, in the event that the ESIC becomes applicable to the workmen, then the amount towards the ESIC component would be paid to the agency to pay to the ESIC authorities.

14. Workmen compensation policy

The agency has to obtain a workmen compensation policy covering all the workmen being supplied/ deployed at the Board's premises for the gross salary of each workmen as indicated in the annexures. The premium payable towards the workmen compensation policy has to be included in the agency's over heads and profits only and nothing extra would be payable on this account. The workmen compensation policy has to be submitted before commencement of the contract.

15. Medi-Claim policy

The outsourced/contract staff who are not covered under ESIC, are to be covered under any one of the PSU mediclaim policy (Floater / Group). The agency should obtain a PSU Mediclaim policy (Floater / Group) for its workmen to the extent of Rs.3,00,000/- per year per workman. All the workmen and his/her dependents (spouse/dependent children/dependent parent) shall be covered as declared by the workman. The premium payable towards the said Mediclaim policy would be reimbursed by SEBI to the contractor at actuals based on submission of the documentary proof of premium payment. The premium should be paid by the agency and should not be recovered from the workmen.

16. Third party insurance

- The contractor shall obtain a third party insurance cover of Rs.5,00,000/- for each accident with SEBI as the first beneficiary. The premium towards obtaining the said policy shall be factored in by the contractor in the service charges.
SEBI shall not be responsible for any damages, losses, claims - financial or injury to any third party on account of actions/ acts of any person deployed by agency in the course of their performing the functions/duties, or for payment towards any compensation.
- The successful Contractor has to obtain all Insurance Policies such as Workmen Compensation Policy, Third Party Insurance Policy before commencement of the contract and a copy of the same has to be submitted to the Board. In case of failure on the part of the contractor, SEBI reserves

the right to terminate the contract and forfeit Earnest Money Deposit submitted along with the tender. The Insurance policies should be renewed as required and all such copies should be maintained at eating house at SEBI and shall also be submitted to SEBI for information and record purpose.

17. Deployment of Labour:

- For all intents and purpose the agency shall be the "Employer" within the meaning of different Labour Legislations in respect of support service staff so deployed in SEBI. **The persons deployed by the agency in SEBI shall not have any claims of Master and Servant relationship nor have any principal and agent relationship with or against SEBI.** They shall in no case be entitled for claiming regularization/ employment in SEBI on the basis of having rendered services through the agency.
- The agency alone shall have the right to take disciplinary action against any person(s) engaged/ employed by him; while no right whatsoever shall vest in any such person(s) to raise any dispute and/ or claim whatsoever against SEBI. SEBI shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/ employed by the agency for any purpose whatsoever nor would SEBI be liable for any claim(s) whatsoever of any person(s) of the agency and agency shall keep SEBI totally and completely indemnified against any such claim(s).
- In case of termination of this contract on its expiry or otherwise, the persons deployed by the agency shall not be entitled to and will have no claim or any absorption nor for any relaxation for absorption in the regular/ otherwise capacity in SEBI.
- The agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. SEBI shall, in no way be responsible for settlement of such issues whatsoever.
- The attendance for the personnel deployed by the agency at the premises of SEBI shall be maintained by the agency in electronic format/ bio metric and it shall be monitored by agency. These attendance rolls shall be signed by the authorized representative of agency who shall get it verified by the designated officer of SEBI. The charges towards the installing and maintaining of bio metric system shall be borne by the agency. At locations/ premises, where the number of contract staff deployed is less than 10, manual attendance details can be maintained and there may not be need to maintain attendance in electronic format / bio metric. However,

decision of SEBI in this regard, that is whether to maintain attendance manually or in electronic format/ bio metric at a particular location/ premises, shall be final and binding on the agency.

18. Bill based items

For the various bill based items required by SEBI, the contractor shall quote the service charge percentage in Annexure – A of Price bid. An indicative list and quantity of the products required for the purpose has also been provided in the Annexure A. The list is indicative and may change at any future date based on the needs of the Board. The rates to be quoted shall be written in the allocated space in the price bid. The rates quoted by the agency shall include cost of overheads, transportation, profit & all other incidental charges applicable for supply of bill based items to SEBI. The contractor shall submit the GST bill in support of the various bill based items purchased and supplied to SEBI. GST, if any applicable, which is not mentioned in the estimates of bill based items shall be paid as per actual. It must be noted by the agency that TDS, as applicable, will be deducted from the bills raised by the agency.

19. Bonus / Leave wages / Gratuity

Bonus @ 8.33% of wages per month will be payable to the employees of the agency as per the Bonus Act, 1965. Wages [i.e., Basic + D.A = should not be greater than the one month minimum wage (only basic plus DA) is to be considered for the calculation of bonus which should be paid only once in a year (within 8 months of the closing of the accounting year) as per the provisions of the Act.

Leave wages: The workmen are entitled to 21 days of paid leaves in a year. The leave wages are included in the wage structure.

Gratuity: The agency has to abide by the relevant gratuity payments to be made to the workmen as and when the same are applicable to the workmen. The gratuity amount is also included in the wage structure.

The amount towards bonus, leave wages and gratuity to the agency's employees will be reimbursed to the agency as and when the same are paid as and when the same falls due and submit the undertaking that the said amount has been paid to the respective workmen. Service charges (as per the percentage quoted in the price bid) will also be applicable over such amount.

20. Replacement/ Substitute

The agency must also be able to arrange for the replacement of the existing outsourced person, as per the instructions/ requirements of SEBI. In case a contract staff is absent from duty, the agency shall provide replacement without any additional cost to SEBI. However, the agency shall ensure that the contract staff shall get paid leaves, as per the prevailing labour laws.

In case a person deployed comes late/ leaves early on three or more occasions in a calendar month, one-day wage shall be deducted.

The selected agency shall immediately provide a substitute in the event of any person absent from duty on any day or leaving the job due to personal reasons.

21. Increase in minimum wages by the statutory authorities

If there is increase in the wage component (Basic pay or DA) by the concerned authority, SEBI will pay difference in the amount arising due to such increase. The effect of the increase in the Basic or DA component will be paid by SEBI on the statutory components i.e., HRA, P.F., ESIC, Bonus etc., at actuals.

22. Overtime and Conveyance

a. Overtime

On account of additional work, such as working on national holidays (26th January, 1st May, 15th August, 2nd October) and in case catering staff is required to provide their services for additional hours, overtime payment shall be made by the contractor as per the calculation given below:

Overtime Rate (Per hour) = $(\text{Basic} + \text{D.A.}) \times 2 / (26 \times 8)$

Service Charges shall be payable to the agency beyond the amount on bills raised on account of payment of overtime wages.

b. Conveyance

Conveyance incurred by the agency workmen in the course of discharging their duties as per the instructions received from their supervisor would be reimbursed to the agency at actuals based on submission of bill. The conveyance vouchers shall be certified by the supervisor of the agency and the

concerned SEBI official.

23. Uniform

The agency will provide uniform (including shoes) to the workmen in the category of Catering Staff deployed by him in the premises within the quoted rate/s and no extra payment beyond quoted rate/s, i.e., service charges will be made to agency on this account. Any Catering Staff, if not wearing full uniform, shall not be allowed to attend his duties and be considered absent from duty.

The Agency shall provide three sets of proper uniforms and shoes in consultation with the officer-in-charge once a year. No separate payment will be made for the uniforms and protective gear etc. In case the agency does not provide the uniform and shoes to the workmen, Rs.4500/- towards uniform and Rs.1500/- towards shoes per workmen will be recovered from the agency. The charges towards the same shall be included while quoting services charges. The indicative brands for uniform and shoes is Vimal / Mafatlal and Bata, respectively, or any other approved equivalent brand as approved by SEBI's officer in charge.

24. Catering staff

- a. The agency has to depute Cooks Skilled in Pan-Indian cuisine.
- b. The Agency should engage sufficient well experienced, trained, service staff on each floor (not less than two per floor) and not less than sanctioned staff strength altogether during all working days and also ensure to provide the efficient service at all the times. In case it is found that service provided is not satisfactory, SEBI shall be within its right to penalize the Agency on his failure to improve the service even after written warning.
- c. The agency has to arrange for engaging their workmen on Sunday/ Public Holidays, if so desired by SEBI, taking into consideration the working hours as stipulated in the appropriate Act governing the said workmen being deployed. Overtime wages / compensatory off as detailed in the 'Terms and Conditions' will be paid / granted to the contract labour / workmen for working beyond the stipulated working hours (cumulative work hours per week basis). The option of granting overtime or compensatory off would be at the sole discretion of SEBI.
- d. All the workmen being deployed should be the employees of the agency only and they should be deployed by the agency for their specific work at the Board's premises.

- e. Wages to be paid to each category should be as detailed in the financial bid for each category. The category of "Building Operations" of Central Sphere should be followed for the minimum wages of the outsourced staff for various categories (unskilled, semi-skilled, Skilled, Clerical as applicable). SEBI reserves the right to increase/ modify/ deduct non-statutory allowances provided in the wage structure.
- f. The Agency is required to depute one of his managerial level person who should be available throughout the service period at SEBI and ensure the satisfactory and smooth functioning of the services. The staff of the agency should have necessarily completed diploma/ bachelor degree in Hospitality management. The agency shall submit the CV of the required staff for approval of SEBI prior to deputing the managerial staff at SEBI premises. The staff of the agency so deputed at SEBI should be responsible for ensuring the quality of the catering services and collecting feedback from the SEBI staff regarding various catering services provided by the agency to SEBI through various modes such as feedback forms etc. The managerial level staff deputed at SEBI should be responsible for overall management of the services and shall be one point of coordination with SEBI.
- g. The Agency should provide head gear to all his staff at his cost and ensure that all the catering staff wears clean uniforms, as prescribed.
- h. The staff deployed by the Agency should be of good conduct and behavior. They should be free from contagious disease.
- i. The agency should obtain police verification of all the staff deployed by them at various office premises of SEBI. The agency shall be responsible for verifying the credentials of the workmen being deployed at SEBI at their end. The cost for the same shall not be paid extra and shall be included in the service charge quoted by the agency.
- j. The agency will get all his workers medically examined from approved Registered Medical Practitioner recognized by Indian Medical Council, to be free from communicable diseases in addition to general fitness.
- k. The agency shall employ only such persons as are declared medically fit as certified by the Govt. Hospital. No such employee will be under the age of 18 years. Documentary evidence will be provided by the agency.

- l.** In case, any of the Agency's staff suffer any injury or damage or meet with an accident resulting in death/ permanent disability/ serious injury while discharging their duty, the entire cost of compensation should be borne by the Agency. For this purpose, the agency shall cover all his staff deployed at SEBI with adequate insurance policy.
- m.** All the payments to the staff of the Agency have to be as per the prevailing minimum wages act stipulated from time to time and must cover benefits such as ESI, PF, Bonus, gratuity, etc. All the rules related to the labour laws and applicable acts should be strictly followed and in case of any dispute SEBI will not be a party.
- n.** The Agency must comply and implement all the statutory provisions of the State and Central Acts relating to employment of staff/labour i.e. various Acts relating to Payment of minimum wages, ESI, PF, Bonus etc. and all other statutory benefits as amended from time to time.
- o.** The Agency should submit the poof of making all the payments including wages for the current month, ESI, PF etc. for the preceding month along with the invoice every month.
- p.** The agency has to maintain all necessary documents/register/returns filed with statutory bodies regularly to the office.
- q.** In the event of non-compliance of any statutory obligations, the Agency shall be solely responsible for any penalty/fine imposed by the statutory bodies. Further, in the event of any loss incurred to SEBI due to non-compliance, the Agency shall indemnify the same to SEBI.
- r.** In light of the prevailing security environment, the security policy of SEBI has been reviewed wherein it is now mandatory to carry out verification of background/antecedents of employees of Agency prior to giving them appointment letters for deployment at SEBI.
- s.** Accordingly the under-mentioned aspects shall be binding upon the Agency:-

 - i.** While deploying employees within the SEBI premises, the Agency shall render certificate that all verification as per their security and employment policy have been done and that the employee has been found to be appropriate for his employment as well as for working on assignment at SEBI.

- ii. While deploying employees within the SEBI premises, the Agency shall undertake to implement the Code of Conduct attached at Appendix for your staff at SEBI premises.
- iii. The Agency shall be responsible for all acts done by the persons deployed/engaged by the agency and for maintenance of proper discipline by these persons at the premises of SEBI.
- iv. The Agency shall be responsible for damage or loss caused to the movable or immovable property of SEBI or the property of the employees of SEBI due to negligence of the persons deployed by the Agency and shall compensate or reimburse SEBI adequately for such loss which shall be assessed and determined by SEBI.
- v. The Agency shall take disciplinary action as per the applicable labour laws or any other law applicable from time to time against any of his employee if he/she found to have committed any acts of misconduct.

25. Conditions related to Statutory compliance:

A. Obtaining Eating House (Canteen) License specific to SEBI premises:

- a. The agency shall obtain / renew the eating house (canteen) licenses for various office premises of SEBI in Mumbai where food is being served by the agency, if required and as advised by the Board.
- b. SEBI shall provide the required documents for applying for the same such as approved plan from BMC, Building Occupation Certificate, etc. However, all the liaisoning with statutory authorities, including submission of required documents in the format as desired by the statutory authorities shall be carried out by the agency.
- c. The agency shall liaison with statutory authorities, such as but not limited to, Building and Factory Department, MCGM; Fire Department, MCGM; Public Health Department, MCGM and ensure that Eating House (canteen) license is obtained by the agency at the earliest and kept valid.
- d. The agency must peruse the documents provided by SEBI, such as Architect Plan for Cafeteria, and rectify it in the format as desired by statutory authority.

- e. The agency shall ensure that eating house (canteen) license is obtained within 90 days of the award of the work. If the agency fails to obtain the license within the stipulated period, liquidated damages amounting to Rs.2,000/- per day subject to maximum limit of Rs.1,00,000/- would apply.
- f. The agency shall quote the consultancy charges for obtaining the above said eating house (canteen) licenses for the said work in Annexure- D of Price Bid.
- g. Only the statutory charges towards payment of the statutory fees for obtaining the said license shall be reimbursed on submission of required documentary proof after obtaining the required license.

B. Other Statutory Compliances:

- a. The Agency shall have all valid registration/licenses from the statutory authorities / state and Central or Govt. / Local bodies etc. required for running the catering business.
- b. The agency shall renew the eating house canteen (license) specific to various premises of SEBI where food is being served by the agency, before the expiry date. The agency shall carry out the liaisoning with the concerned statutory authorities in this regard. No separate liaisoning/ service charges shall be provided to the agency on this behalf. However, the statutory charges towards payment of the statutory fees shall be reimbursed on submission of required documentary proof after renewing the required license.
- c. The agency shall also obtain any/ all other registration/licenses such as but not limited to FSSAI license from the statutory authorities / state and Central or Govt. / Local bodies etc. required for supplying and service cooked/ packaged food at the various office premises of SEBI. In this regard, any statutory fees paid by the agency for obtaining license specific to SEBI premises shall be reimbursed on submission of required documentary proof after renewing the required license.
- d. Further, the Agency shall have valid registration with statutory authorities like ESI, PF, and Labour welfare Dept. etc.
- e. The Agency shall bear taxes, rates, charges levies or claims whatsoever as

may be imposed by the State / Central Government or any local body or authority from time to time.

- f. The Agency shall be solely and fully responsible for lapses, violation and non-compliance, if any of all statutory dues and SEBI shall in no way be a party to it.
- g. The Agency shall keep SEBI indemnified against any action taken by statutory authorities / state and Central or Govt. / Local bodies etc. against him for non-compliance of any statutory requirements.

26. General conditions :

- a. The Agency shall exercise due and proper care for safe maintenance and cleanliness of all the locations and for maintenance and protection of all fittings, fixtures and other articles.
- b. The Agency shall keep and maintain the serving places always in a clean and hygienic condition and shall keep food stuffs and other articles in a hygienic manner.
- c. The Agency has to take adequate care of cutlery supplied by SEBI and has to pay for any breakages, if it is found that the breakages are due to mishandling/intentionally by the Agency.
- d. The dining hall, furniture, fittings and fixtures and supply of water and electricity shall be used only for the purpose of serving beverages & eatables to SEBI employees.
- e. The Agency shall provide proper containers for throwing left overs and will arrange to remove it from office and pantry premises twice every day or more often, if necessary at its own risk and cost. The food waste generated shall be removed by the agency from SEBI's premises after the service and shall be disposed by the agency in accordance with the relevant laws/ regulations in force at the time.
- f. The Agency or his employees shall not use any of the SEBI location/premises allotted to him for serving in any manner to any outsiders not related to SEBI.
- g. To improve the efficiency of the service, the Agency shall implement in letter and spirit, all suggestions and directions given by SEBI. The Agency would

also be required to attend the meetings convened by the authorized officers of SEBI as and when required and the Agency shall forthwith respond to suggestions, recommendations made for improving the quality of services being rendered by it. The Agency shall take and follow all instructions/directions from the authorized officer of SEBI.

- h. The Agency shall keep the premises in most clean and hygienic condition and shall comply with the Municipal and other regulations, rules and bye laws relating to the preparation and sale of food stuffs, drinks, refreshment and shall obtain necessary licenses and permit in its own name and at its own expense. These premises as well as the portion made available to the catering agency by SEBI at its respective building would also be kept neat and clean.
- i. The Agency shall solely be responsible for the due compliance of the provisions of all the laws, rules, regulations, with regard to running the business of Catering and supplying of beverages & eatables, including labour /Industrial and taxation laws.
- j. If the performance of the Agency is found unsatisfactory for any reason, SEBI reserves the right to terminate the contract at any time before the expiry of the contract period by giving one-month notice.
- k. Agency is advised to understand the scale of the job involved before submitting the bid. Agency is advised to get clarification if any, before submitting the bid. No clarification shall be entertained after receiving the bid.
- l. Omission, neglect or failure on the part of the agency to obtain requisite reliable full information on any matter affecting its tender, shall not relieve the bidder from any liability in respect of the contract.

27. Mode of payment for the service

- a. Payment for all the catering services provided during a month shall be paid on monthly basis in the next month. The Agency shall submit all the original bills along with the supporting documents/coupons/requisition slips used for ordering the food items etc. by 10th of the next month.
- b. The bills are generally processed for payment within 15 days of receipt of the same. The payments shall be made to the Agency after deduction of applicable government taxes, if any from time to time.

28. Contract Document:

On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within fifteen days thereof, he shall sign an agreement as per pro forma given in the tender document on a non-judicial stamp paper of appropriate value (0.2 Percent of the contract amount or as communicated by the Board). The contractor shall be reimbursed 100% of the stamp duty value incurred for execution of agreement after submission of duly executed agreement. The contractor shall be furnished, one certified copy of the contract documents. None of these documents shall be used for any purpose other than that of this contract.

29. General rules and directions:

- a. The Agency shall submit the tender for whole of the service.
- b. Please note that the rates and amounts quoted towards the supply of food items, supply of workmen and consultancy charges (As provided in Annexures A, B and C in the Price Bid) are the only amounts that would be payable to the agency for all services rendered by the agency to SEBI. The agency has to make the payment to the workmen first and then raise the invoice to SEBI along with the proof of payment of the current month, statutory dues of the preceding month remitted to appropriate government authorities, etc. No separate service charges would be payable to the agency beyond the quoted amount on bills raised on account of payment of Conveyance etc. of what so ever nature such payments be. The service charges for the workmen to be quoted should be in percentage (%) terms and shall be written in the allocated space in the price bid. The service charges include, the above in addition to over heads and profit of the agency. It must be noted by the agency that TDS, as applicable, will be deducted from the bills raised by the agency.
- c. Any Agency who submits a tender which propose any alteration in the service specified in the said form of invitation to tender, or in the time allowed for carrying out the service, or which contain any other condition of any sort including conditional rebates, will be summarily rejected.
- d. Technical and Financial Bids of the Prequalified agencies shall be opened on GeM Portal.
- e. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee

one.

- f. Rates quoted by the Agency in shall be accurately filled in the specified column in the Excel Sheet provided on GeM Portal.
- g. In case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
- h. There may be certain items of services which are appearing in schedule of quantities at more than one place. The Agency shall quote same rates for the identical items which appear in more than one place. If different rates are quoted by the tenderers for such identical items, the same shall be rationalized by considering the lowest quoted rate for such items, for evaluation and acceptance of tender.
- i. All Statutory State/Central Government taxes like GST, Taxes, Levies etc. :
 - i. The Agency shall pay and be responsible for payment of all taxes, duties, levies, transportation, fees, cess or charges in respect of the services including but not limited to sales tax, excise duty, and Octroi etc. payable by the Agency. All of the aforesaid taxes, duties, levies, fees and charges shall be to the Agency's account and SEBI shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc if any, during the period of the contract shall be deemed to be included in the quoted rates and no extra amount beyond quoted unit rates will be payable on this account. Nothing extra shall be payable on this account.
 - ii. All statutory State/Central Govt. taxes (like TDS, WCT etc.) as applicable will be deducted from the payments made to the Agency based on the production of invoices and nature of payment.
- j. The Agency should take all necessary approvals from the concerned Government / local controlling authorities before starting the services and shall keep in force and comply with all the provisions during the period of the contract.
- k. The Agency shall comply with all statutory requirements and maintain all the records / files and shall submit the same as and when demanded by SEBI for inspection and defects if any pointed out shall be rectified free of cost.

30. Special instructions

Tenderers may specially note the following

- a. Rates quoted by the Agency shall be valid for the entire period of the contract..
- b. No upward revision of rates will be accepted after opening of the tender on account of any reasons whatsoever.
- c. The quantities mentioned in the Financial Bid/ Technical Bid, i.e., Estimated Qty per working day or meeting; No. of days/ No. of such meetings etc. are indicative only. The quantities may vary and the Agency has to execute the service at the rates quoted by them. Nothing extra on account of deviation in tender quantities and actual executed quantities shall be paid to the Agency.
- d. The rates at which the service is finally placed on the successful agency shall be valid for One year. No escalation or increase in the rates on account of any reasons whatsoever shall be entertained during the contract period.
- e. All the pages of all the tender documents shall be signed by the Agency with company seal. Tenders which do not contain EMD in the prescribed form and that do not fulfill any of the tender conditions mentioned herein will be rejected.
- f. The Agency shall make his own arrangements to house his labour and staff for their services. Nothing extra shall be paid on this account

31. Non – Tendered Items/

For the extra items not covered in BOQ (i.e, Non – Tendered Items); the Contractor shall be paid as per the prevailing/ actual market rates of material and labour (based on the rate analysis/ invoices) plus 15% towards profit, OH, transportation and handling charges as decided by the Board. The Contractor shall submit the necessary documentary evidence such as Purchase Voucher/ Bills in support of the above purchase made.

32. Settlement of Disputes and Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the instructions herein before mentioned and as to the quality of

services or as to any other question, claim, right, matter or thing whatsoever in any way arising out of the or relating to the contract, instructions, orders or these conditions or otherwise concerning carrying out of the work or after the cancellation, termination, completing or abandonment thereof shall be dealt with as mentioned hereinafter:

- a. If the agency considers any service demanded of him to be outside the requirements of the contract or disputes any decision given in writing by the Officer-In-Charge in any matter in connection with or arising out of the contract or carrying out of the service, to be unacceptable, the agency shall promptly within 7 days request the Chief General Manager of Facilities Management Division (FMD) – SEBI in writing for written instruction or decision. Thereupon, the Chief General Manager (FMD) shall give his written instruction or decision within a period of one week from the receipt of the agency's letter.
- b. If the Chief General Manager (FMD) fails to give his instructions or decision in writing within the aforesaid period or if the agency is dissatisfied with the instructions or decision of the Chief General Manager (FMD), the agency may within 7 days of the receipt of Division Chief's decision, appeal to the competent authority (Executive Director of FMD - SEBI) who shall afford an opportunity to the agency to be heard, if the latter so desires and to offer evidence in support of his appeal. The competent authority shall give his decision within 15 days of receipt of agency's appeal. If the agency is dissatisfied with this decision, the agency shall within a period of 30 days from receipt of the decision, give notice to the Employer for appointment of a sole arbitrator failing which, the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.
- c. For the purpose of appointing the sole arbitrator referred to above, the Employer will, within thirty days of receipt of the aforesaid, send a written notice to the agency informing a panel of three names of persons who shall be presently unconnected with the organization for which the service is being carried out as proposed Arbitrators.
- d. The agency shall on receipt by him of the names as aforesaid panel, select any one of the persons named to be appointed as a sole arbitrator and communicate his/her name to the Employer within thirty days of receipt by him of the names. The Employer shall thereupon without any delay appoint the said person as the sole arbitrator. If the agency fails to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the selected person as the sole arbitrator, if the Employer wishes to

pursue arbitration proceedings initiated by the agency. If the Employer fails to send to the agency the panel of three names as aforesaid within the period specified, the Agency shall send to Employer a panel of three names of three persons who shall be unconnected with either party. The Employer shall on receipt by him of the names as aforesaid select any one of the persons named to be appointed as a sole arbitrator and communicate his/ her name to the agency within thirty days of receipt by him of the names.

- e. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed as aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- f. The service under the contract shall however be continued to be carried out during the arbitration proceedings and no payment payable to the agency relating to the disputed items shall be withheld on account of such proceedings.
- g. The arbitrator from time to time with the consent of the parties enlarge the time for making and publishing the award.
- h. The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with terms of the contract.
- i. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the competent authority of the Employer of the appeal.
- j. It is also a term of this contract that no person other than a person appointed by such Employer, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- k. It is also a term of this contract that if the agency does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 60 days of receiving the intimation from the Employer that the last bill is ready for payment, the claim of the agency shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims. Further, it is agreed that for the purpose of this clause such notice is deemed to have

been received by the agency within two days of posting of the letter by SEBI or delivered by hand immediately after receipt thereof by the agency whichever is earlier. Further, a letter signed by the officials of the SEBI that the letter was posted to the agency shall be conclusive.

- l. The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act, 1996(26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
- m. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing Employer and the agency and give separate award against each dispute and claim referred to him.
- n. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.
- o. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statements of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.
- p. The award of the arbitrator shall be final and binding on both parties.

33. Force majeure

Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, pandemic (viz. COVID-19), strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM). Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However, if such event continues

for a period exceeding 90 days, either party may at its option terminate the contract by giving notice to the other party.

34. Accidents

The agency shall immediately on occurrence of any accident during carrying out the service report such accident to SEBI. The agency 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.

35. Safety Management and Protective Safety Measures

- a. The agency shall initiate and maintain safety management programs to protect contractor's employees from hazards through procedures, practices, and regular inspection of the work areas, materials, equipment, information and training necessary for safe work performance.
- b. The agency shall maintain records including but not limited to agency's employees training, hazard assessments, communications, permits, licenses and accidental investigations.
- c. Adequate precautions shall be taken by the contractor to prevent danger from electrical equipment. No materials on site of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. In case work of Catwalks / Balconies canopies necessary safety belts / helmets shall be provided to the workmen while carrying out the work.
- d. Necessary protective and safety equipments shall be provided to the workers & supervisory staff by the Contractor at his own cost and used at site.
- e. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.

36. Protection of services and property

The agency shall continuously protect properties and other assets of SEBI from injury or loss arising in connection with contract and shall make good any such damage, injury, loss resulting due to his/ his employees' fault or negligence.

The agency shall take all precautions for safety and protection of his employees 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 service. The agency shall take insurance covers as specified elsewhere in the contract.

SEBI shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicle of the personnel of the agency.

37. Integrity Pact

The Principal has appointed Independent External Monitors (IEMs) who will monitor the execution of the contract for compliance with the principles mentioned above.

The names of the IEMs are as below:

- i. Shri Umesh Kumar, House No. 60, 2nd Floor, MG Road, River Front, Near Vivekananda Kendra, Uzan Bazar, Guwahati- 781001, Email – umeshkumar84@rediffmail.com
- ii. Shri Sanjaya Singh, 2/173, Vishwas Khand, Gomtinagar, Lucknow – 226010, Email – sanjayaifs@gmail.com

The integrity pact shall be signed and submitted by the intending tenderers along with the tender documents.

38. Undertaking

- a. I / We have read and examined the notice inviting tender, general and special conditions of contract and other documents and rules referred to in the conditions of contract and all other contents in the tender document for the service.
- b. We agree to keep the tender open for Ninety days from the last date of submission of tenders and not to make any modifications in its terms and conditions.
- c. A sum of Rs.30,00,000/- (Rupees Thirty Lakh Only) for non MSMEs and Rs.15,00,000/- (Rupees Fifteen Lakh Only) for MSMEs is hereby forwarded by NEFT as EMD as per the details mentioned in NIT.

If I/we, fail to commence the service or fail to provide service as per the orders,

I/we agree that SEBI shall without prejudice to any other right or remedy, be at liberty to forfeit the said EMD.

- d. I / We hereby declare that I / we shall treat the tender document and other records connected with the service as secret / confidential documents and shall not communicate information / derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Employer.
- e. In the event of this tender being accepted, I/We agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to the conditions of contract in this regard.
- f. We shall comply with all statutory requirements and maintain all the records / files and shall submit the same as and when demanded by SEBI for inspection and defects if any pointed out shall be rectified free of cost.
- g. If I / We fail to commence services as specified, I / We agree that the Board or his successors shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money/ Performance Bank Guarantee.
- h. Further, I / We agree that in case of forfeiture of earnest money, I / We shall be debarred for participation in the re-tendering process of the service. I / We hereby declare that I / We shall treat the tender documents and other records connected with the service as secret / confidential documents and shall not communicate information derived there from to any person other than a person to whom I / We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State

I/We have read and agree to the terms and conditions mentioned above.

Signature of the authorized person:

Name of the signatory (.....) (in block capital letters): -

Status of the signatory i.e. proprietor / partner:
.....

Date:

Address of the bidder: -

Telephone no/s:

Bidders' Seal

SEB

SCOPE OF WORK

The Agency is required to provide the following types of foods

- i. Agency is required to provide catering services (supply of processed/cooked food, packaged food, snacks, tea/coffee, hot & cold beverages) to Securities and Exchange Board of India (hereinafter called 'SEBI') at its Head Office located at SEBI Bhavan, Plot No. C-4A, G-Block, Bandra Kurla Complex, Mumbai-400051, SEBI Bhavan II, Plot No. C-7, G-Block, Bandra Kurla Complex, Mumbai-400051, as well as SAT, located at Nariman Point and NCL Building, Bandra Kurla Complex or any other places in Mumbai Metropolitan Region as directed by SEBI from time to time.
- ii. Agency is required to provide the catering services for approx. 2100 persons per day. The numbers are only indicative and subject to change without notice depending on transfers and posting or as may be decided by SEBI. Breakup of the supply of food items per normal working day is as follows:
 - a. 20-25 Executive Staff
 - b. 1000-1100 Regular Staff
 - c. 1000-1100 Outsourced Staff
- iii. Agency is required to provide the following types of food items as detailed in categories below. All the food items should be made of good quality branded raw material and served in hygienic manner.
- iv. The agency will have to assess the actual requirement and bring enough food required to be served to all the staff members.
- v. The number of meeting lunch, tea / coffee, high tea, mini high tea etc. to be supplied and served at the meeting will be intimated at least one day before the meeting. Minimum quantity of meeting lunch to be supplied at any meeting shall be 10 (Ten). Payment for the same shall be made on monthly basis based upon the actual quantity ordered or served whichever is higher.
- vi. SEBI and the agency shall mutually devise an efficient control system

for assessing and monitoring the actual number of various types of food items supplied for making payment for the same.

Category-1 Executive Lunch (Staff Dining Room and DCs Dining Room – Quantity of all the items to be served shall be as required by the staff members)

Sr. No.	Vegetarian (buffet)	Non- Vegetarian (buffet)	Fruit Lunch
1.	Soup	Soup	Minimum Five types of fruits, (3 varieties of Cut Fruit and 2 varieties of premium quality whole fruits of which atleast one should be seasonal)
2.	Rice(Basmati)/ Vegetable Pulav / Biryani (Sona masoori rice / Ponni rice (when it is not biryani))	Rice (Basmati) / Biryani (Sona masoori rice / Ponni rice (when it is not biryani))	Dal Khichdi / snack
3.	Bhakri (Bajra / Ragi / Makki / Jowar) / <u>Wheat</u> Roti / Paratha / Chapati	Bhakri (Bajra / Ragi / Makki / Jowar) / <u>Wheat</u> Roti / Paratha / Chapati	Soup
4.	Dal (All varieties of dal preparation)	Dal (All varieties of dal preparation)	Sweet
5.	Vegetable – One Dry item and one Gravy item (Potato as part of secondary ingredient to be used twice in a week)	Vegetable – One Dry item and one Gravy item	Curd
6.	Fruit (Cut /Whole seasonal)	Fruit (Cut /Whole seasonal)	
7.	Sweet (which are in pieces should be served 4 days in a week)		
8.	(Branded) Pickle and (Branded) Papad (Fried and Roasted alternately)	(Branded) Pickle and (Branded) Papad (Fried and Roasted alternately)	

Sr. No.	Vegetarian (buffet)	Non- Vegetarian (buffet)	Fruit Lunch
9.	Curd and Digestive drink such as Butter Milk, jaljeera, kokam sharbat, sol kadi, lime water etc.		
10.	Salad (onion + tomato + carrot + radish + cucumber) / Raita	Salad (onion + tomato + carrot + radish + cucumber) / Raita	
11.	--	One non vegetarian item Chicken / Mutton / Fish	
12.	Boiled vegetables including English vegetables such as broccoli, red/ yellow capsicum, zucchini, lettuce etc.		
13.	Snack on every Tuesday and Thursday (Healthy Snack should be millet based / non-fried, less oil)		
14.	Chutney (Thecha / coconut chutney / groundnut chutney / karala chutney / Gun powder etc)		
15.	Dal Khichdi/ Curd Rice		
	Vegetable Pulav / Biryani shall be served once in a week.	- Chicken Biryani (Basmati) and Mutton Biryani (Basmati) shall be served alternatively every fortnight. - Mutton to be served twice in a month. - Chicken to be served two times in a	

Sr. No.	Vegetarian (buffet)	Non- Vegetarian (buffet)	Fruit Lunch
		week • Fish to be served twice in a month.	
	Regional / Special/ Festival Cuisine twice in a month. Non Veg items shall be served three days in a week. Egg (Boiled/ Dry/ Gravy/ Biryani) to be served on the days when there is no non-veg (i.e. Tuesday and Thursday) In case of non-availability of fish in rainy season; mutton should be provided. Premium Quality Chandan Mukhwas Chamber Container to be provided along with the lunch		

Important Note:–

- Any change in the menu may be done with prior approval of the concerned official.
 - Curd served should be from natural milk, not from powdered milk.
 - Sweets should not be Maida based and for preparation of sweets jaggery should be used. Sugar should not be used for preparation of sweets (unless specified).
 - Tea / Coffee should be prepared from natural milk and not from powdered milk.
 - No use of ingredients like MSG, Soda (except bakery products), dalda, palmoline oil, food colouring (except bakery products) for preparation of the food.
 - Bread used in breakfast and snacks should be Multigrain bread.
- For Bread preparations: – Bread of reputed brands like Wibs / Britannia / English Oven and Butter of standard brands like Amul, Mother Dairy, Nestle to be used.

Category-2 Senior Executive Lunch (20 to 25 persons) (to be served at 8th Floor of SEBI Bhavan - – Quantity of all the items to be served shall be as required by the staff members)

Sr. No.	Item (Buffet)
1.	Fresh Coconut Water
2.	Soup
3.	Rice/ Pulao/ Jira rice/ Biryani (Basmati)
4.	Bhakri (Bajra / Ragi / Makki / Jowar) / <u>Wheat</u> Roti / Paratha / Chapati
5.	Dal / Choley / Rajma, etc
6.	Boiled vegetables including English vegetables such as broccoli, red/ yellow capsicum etc.
7.	3 Veg subji (Two dry and one gravy)
8.	2 Non-veg (Chicken / Mutton / Fish/ Prawns)
9.	Fruits
10.	Sweet
11.	Pickle, papad, wafers
12.	Curd and Digestive drink.
13.	Salad/raita
14.	Lime water
15.	Premium Quality Chandan Mukhwas Chamber Container to be provided along with the lunch

Category-3 Regular Lunch to outsourced staff (1000 to 1100 persons - Quantity of all the items to be served shall be as required by the supporting staff)

Sr. No.	Item (Buffet)
1.	Rice (Sonna Masuri/ Basmati)
2.	Parathas / Chapatis / Roti
3.	Dal (All varieties of dal preparation)
4.	One Dry Vegetable
5.	One Gravy Vegetable
6.	Fruit (Whole)
7.	Sweet
8.	Pickle (Branded) and (Branded) Papad (Fried and Roasted alternately)
9.	Curd and Butter Milk

Sr. No.	Item (Buffet)
10.	1 Non-Veg item in Non-Veg Lunch. Non-Veg Lunch: Chicken to be served twice in a week and Egg to be served once in a week.
11.	Boiled Vegetable

Category-4 Meeting Lunch (with Two Non Vegetarian items) (Min 10 persons)
Quantity of all the items to be served shall be as required by the staff members/guests)

SEBI regularly holds various meetings / conferences / seminars etc. in the office premises. The attendees are national & international dignitaries of high stature. Hence, the meals served on these occasions shall meet the requisite standard.

Sr. No.	Item (Buffet)
1.	Soup
2.	Two Starters/ Snacks
3.	Rice/pulao/jira rice/biryani (Basmati)
4.	Parathas / Chapatis / Roti
5.	Dal (All varieties of dal preparation)
6.	2 Veg Subji (one dry and one gravy)
7.	2 Non-Veg (one dry and one gravy) (Chicken / Mutton / Fish/ Prawns)
8.	Fruit platter
9.	Sweet
10.	Pickle and papad
11.	Curd
12.	Salad/raita
13.	Dal Khichdi/ Curd Rice
14.	Heathy Chaat such as Peanut/Chana/ Three Bean Chaat etc.
15.	Premium Quality Chandan Mukhwas Chamber Container to be provided along with the lunch

Category-5 Board Meeting Lunch (with special decoration set up - Quantity of all the items to be served shall be as required by the staff members/guests)

SEBI periodically holds board meetings in its premises. The attendees are national & international dignitaries of high stature. Hence, the meals served on these

occasions shall meet the requisite standard.

Sr. No.	Item (Buffet)
At the meeting area	
1.	Two types of healthy snacks like bhuna chana, nachni chips,
2.	Dry fruits (3 varieties such as Badam, Kaju, Pista, Akhrot)
3.	Toffees such as Mango Bites, Polo etc.
4.	Diet Coke
5.	Fresh Fruit Juice
6.	Premium Darjeeling Tea Bags with Sugar Cubes
7.	Nescafe Instant Coffee Powder
8.	Milk - Amul / Mother Dairy /Nestle/ Gokul
At the dining area	
1.	Fresh Coconut Water
2.	Soup
3.	Four varieties of starters (Two veg and Two non veg)
4.	Two varieties of Rice/pulao/jeera rice/biryani (Basmati)
5.	Parathas / Chapatis / Roti
6.	Curd Rice
7.	Dal (All varieties of dal preparation)
8.	Two Veg subji (one dry)
9.	Three varieties of Non-veg/(Chicken / Mutton / Fish/ Prawns)
10.	Three varieties of salads (One Non-veg)
11.	Fruit platter
12.	Two desserts such as Naturals Ice Cream, Brownie etc.
13.	Sweet such as Bengali Sweets, Indian Sweets etc.
14.	Pickle and papad, wafers and chakli
15.	Curd
16.	Premium Quality Chandan Mukhwas Chamber Container to be provided along with the lunch

Category – 6 Tea/Coffee/Biscuits during meeting/conference etc. in the meeting room / outside conference room.

Sr. No.	Item
1.	Three types of Dry Fruits (Badam, Kaju, Akhrot, Pista)* (either plain or roasted)
2.	Reputed quality normal tea/ green bags

Sr. No.	Item
3.	Regular grain sugar*
4.	Reputed instant coffee power (Nescafe, CCD etc.)
5.	Milk - Amul / Mother Dairy /Nestle/ Gokul
6.	Peanuts and Peeled Chana (Plain/ Roasted) (20g each)
7.	Healthy Biscuits such as Millet Based, Whole Wheat etc. – 4 pieces

*Dry fruits should generally compose of each not less than 10 pieces whole/ full size of Premium/ A1 quality.

*Sugar (Brown sugar / unrefined sugar) both should be available.

Category – 7 Mini High Tea during meeting/conference etc. in the meeting room

Sr. No.	Item
1.	Dry fruits- Kaju and Badam (10 pieces each)
2.	One type of healthy snack
3.	Regular grain sugar / sugar cubes
4.	Reputed instant coffee power (Nescafe)
5.	Milk - Amul / Mother Dairy /Nestle/ Gokul
6.	Reputed quality Tea bags
7.	Healthy Juice / Tetra pack

Category – 8 High Tea - during meeting/conference etc. in the meeting room or outside conference room

Sr. No.	Item
1.	Two Snacks**
2.	Reputed quality Tea bags
3.	Regular grain sugar / sugar cubes
4.	Reputed instant coffee power (Nescafe)
5.	Milk - Amul / Mother Dairy /Nestle/ Gokul
6.	Regular Tea
7.	Dry fruits (2 varieties like Kaju and Badam) and Wafers
8.	1 Sweet Item. Sweets should be whole piece based such as Ladoos, Gulab Jamun, Barfi etc.
9.	Healthy Juice / Tetra pack

Snacks **

Sr. No.	Item	Quantity
1.	Idli (Ragi / Rice/ Beetroot) Sambar with Chutney	2 pieces
2.	Medu Wada Sambar	2 pieces
3.	Vegetable Samosa with Green Chutney	2 pieces
4.	Punjabi Samosa with Green Chutney	2 pieces
5.	Upma, Upma (Tomato), Upma (Coconut), Upma (Green Peas), semiya upma, oats upma	250 g
6.	Sabudana Wada (with curd)	2 pieces
7.	Potato Wada Pav	2 pieces
8.	Potato/Veg Poha	250 g
9.	Vegetable Pattice with chutney	2 pieces
10.	Vegetable Cutlet with chutney	2 pieces
11.	Sweet Kachori	2 pieces
12.	Bhajiya (Chilli / Pannier / Onion / Potato / Brinjal)	6 pieces
13.	Jaggery Sheera (Suji / Suji)	250g
14.	Dal Wada	2 pieces
15.	Mysore Bonda	2 pieces
16.	Potato Puri	2 pieces
17.	Dahi Wada	2 pieces
18.	Ragda Pattice	2 pieces
19.	Puri Bhaji	4 pieces
20.	Masala Dosa	1 piece
21.	Sada Dosa, Rawa Dosa, Ragi Dosa, Methi Dosa with chutney	1 piece
22.	Onion Uttappa, Masala Utthappa	1 piece
23.	Tomato Omelet	1 piece
24.	Vegetable Sandwich	2 slices of bread
25.	Bread Butter	2 slices
26.	Missal Pav (2 Pavs)/ Usal Pav	1 plate
27.	Sev Puri / Dahi Puri/ Pani Puri	6 pieces
28.	Bhelpuri	200 g
29.	Pav Bhaji (Pav should be roasted in butter)	2 Pav Bread
30.	Omelet with one egg (Single with two bread slices)	1
31.	Boiled Eggs	2 pieces
32.	Parantha (Aloo, Gobhi, Mix, Plain etc.) with Dahi	1 piece

Sr. No.	Item	Quantity
	and Achar	(200g)
33.	Choley Bhature/ Chhole Kulche	2 Bhature
34.	Milk with Muesli/ Corn Flakes/ Banana	400 ml
35.	Dhokla/ Khaman	4 Piece
36.	Moong Dal Chilla/ Besan Chilla	1 piece (200g)
37.	Sabudana Khichadi (with curd)	200g
38.	Healthy chaats like chana chaat, peanut chaat, three bean chaat etc.	200g
39.	Milk Shake / Fruit juice	250 ml
40.	Cut fruits (Seasonal preferably)	Quarter Plate
41.	Aloo Tikki Chat/ Dahi Papdi Chat	200g
42.	Fafda with Jalebi	200g
43.	Adu Vadi	4 pieces
44.	Bread Pakoda	2 pieces
45.	Paneer Pakoda	4 pieces
46.	Egg/ Paneer Bhurji Pav	2 Pavs

Note : The caterer shall make efforts to serve healthy snacks to the best extent possible. The above mentioned list is indicative and the items in the list may be replaced with their healthier version without modifying the quantity and quality.

Category – 9 Hot Tea / Coffee (at work stations / cabins / conference rooms – twice a day and as and when asked by the employee. Tea/ Coffee as per listed makes or approved equivalent.

Sr. No.	Item (Tea)	Item (Coffee)
1.	Regular Tea / Black Tea with sugar cubes	Reputed quality coffee powder with sugar cubes
2.	Reputed quality Tea bags	Black coffee
3.	Lemon tea / Green Tea / Honey lemon tea / Ginger Tea (with sugar cubes)	Filter coffee
4.	Kashmiri Kahwa / Hunza Tea	

Category – 10 Snacks to Staff – Morning / Evening.

Sr. No.	Item
1.	Regular Tea / Coffee
2.	One Snack **

Category – 11 Snacks to Outsourced Staff– Morning / Evening.

Sr. No.	Item
3.	Regular Tea / Coffee
4.	One Snack **

Category – 12 Special High Tea - Farewell of SEBI staff / Press Conference etc. in the Staff Dining Area

Sr. No.	Item
1.	Three snacks**
2.	Dry fruits – Kaju and Badam
3.	Chips/ Wafers
4.	Branded Plum Cake
5.	1 Sweet Item such as Rasmalai, Anjeer Barfi, Malai sandwich etc.
6.	Regular Tea / Coffee
7.	Tropicana/ Fresh juice – 200ml

Category – 13 Special High Tea - Farewell of SEBI Sr. Executive staff in the Staff Dining Area

Sr. No.	Item
1.	Five snacks**
2.	Dry fruits - Kaju/ Badam
3.	Chips/ Wafers
4.	Branded Plum Cake
5.	2 Sweet Items such as Rasmalai, Anjeer Barfi, Malai sandwich etc.
6.	Regular Tea / Coffee
7.	Tropicana/ Fresh juice 200ml
8.	Naturals Ice Cream

Category – 14 Packaged Snack box – to be provided in a good quality packaged box with tissue paper and carry bag

Sr. No.	Item
1.	1 Energy Bar e.g. RiteBite /
2.	2 packet biscuits (100g) Good Day, Bourbon etc.
3.	1 Chocolate (40g – 50g Cadbury, 5 Star, Kitkat etc.)
4.	Cheese Sandwich
5.	Packaged Honey Cake (100g)/ Assorted Dry Fruits / Brownie
6.	Tomato Ketchups
7.	Tropicana / Fresh juice 200 ml

Category – 15 Special Packaged Snack Box – To be provided to staff on various occasions such as Farewell, Independence Day Celebrations etc. The following should be noted in this regard:

- Three equivalent options have been provided below. The agencies shall quote a single amount for this category.
- SEBI would have the right to select a particular option for an event.
- The procurement should be done from the vendors listed against the option or approved equivalent vendor.
- The contents of the box shall be as specified in the respective options or approved equivalent constituents.
- The rates to be quoted shall be for the entire box including the constituents as well as the box. The box shall be of good quality, decorative type, with a printed message card and shall be approved by the concerned SEBI officials.
- The rates shall be inclusive of transport, handling, distribution and all other costs.

Sr. No.	Option A	Option B	Option C
	Annapurna Sweets	Merwans	Mystery Box
1	Samosa – 1 nos.	French Macrons - 02 pieces	125g Roasted Cashews and Roasted Almonds Combined

2	Cheese Palak Samosa – 1 nos.	Mawa Cupcake – 01 pieces	Fruit/ Nut Auspicious Chocolates – 03 pieces
3	Dhokla – 1 nos.	Cinamon Squares - 05 Pieces	Almond Rocks – 03 pieces
4	Kala Jamun – 1 nos.	Assorted Cookies - 4 Pieces	
5	Anjeer Barfi – 1 nos.	Brownie - 01 Piece	
6	Kaju rose bite – 1 nos.	Spicy Lavash - 05 Pieces	
7	Sugar free natural pumpkin – 1 nos.	Cheese Paprika Straws - 3 Pieces	

I/We have read the terms and conditions and are acceptable to me/us. –

Signature of the authorized person:

Name of the signatory (.....) (in block capital letters) : -

Status of the signatory i.e. proprietor/partner :
.....

Date :

Address of the bidder : -

Telephone no/s :

FORMS

FORM I

(Format for agreement to be executed on Non Judicial Stamp Paper after Award of Work)

AGREEMENT

This Agreement is made and entered into at Mumbai this _____ day of December, 20XX.

BETWEEN

Securities and Exchange Board of India (PAN – AAAJS1679K) established in accordance with the provisions of the Securities and Exchange Board of India Act, 1992 and having its Head Office at SEBI Bhavan, Plot No. C-4A, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051, hereinafter referred to as **"Board"** (which expression shall unless be repugnant to the subject, context or meaning thereof shall deem to mean and include its successors-in-interest and permitted assigns) of the **One Part;**

AND

M/s. (PAN –) having its address at..... hereinafter referred to as **"Contractor"** (which expression shall unless it be repugnant to the subject, context or meaning thereof shall deem to mean and include his heirs, successors, executors and assignees etc.) of the **Other Part,**

The **"Board"** and **"Contractor"** shall hereinafter collectively be referred to as **"Parties"** and individually as **"Party"** as the context may permit or be required.

WHEREAS

The Board, in the process of engaging an agency for the work relating to Supply and Service of Cooked Food/Packaged Food and associated items at SEBI Office Premises in Mumbai, (hereinafter referred to as **"Site"**) has issued advertisements

for 'Pre- qualification of Agencies' for the said purpose in Newspapers/ Board's Website and Central Public Procurement Portal (CPPP) on GeM portal

AND WHEREAS consequent to completion of the due tendering process (Tender no GEM/2024/B/5722638) SEBI has issued work order/ letter of intent vide its letter ref. no. dated To the contractor at the rates stated in the Tender Document Part III (Price Bid) for a total amount of Rs./- Rupees
..... only) which has been duly accepted by the contractor.

NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

1. Tender no GEM/2024/B/5722638 Minutes of the pre-bid meeting dated and all related correspondences and this agreement shall together from the contract document, work order, integrity pact, etc.
2. In consideration of the payment to be made to the contractor for the work to the executed by him/her, the contractor does hereby covenants with SEBI that the contractor shall and will duly perform their contractual obligation as stipulated in the Tender No GEM/2024/B/5722638 and the related correspondences.
3. In Consideration of the due deliverance of the contractual obligation stipulated in the abovementioned Tender Document SEBI does hereby agree that SEBI will pay to the Contractor of the respective amount for the work actually done by him as per the rates quoted by the contractor as contained in the financial Bid and such other sums as may become payable to the contractor under the provisions of the contract, such payments to be made at such times and in such manner as provided for in this agreement.

IN WITNESS WHREOF THE PARTIES HERETO HAVE SE THEIR HANDS ON THE DATE AND PLACE ABOVE WRITTEN

The original AGREEMENT shall be in the custody of Board and a copy of the same shall be handed over to the Contractor.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS ON

THE DATE AND PLACE ABOVE WRITTEN

PARTIES OF THE FIRST PART

PARTY OF THE SECOND PART

For Securities and Exchange Board of India For M/s.

WITNESS:

1.

2.

FORM II

SPECIMEN COPY OF PERFORMANCE GUARANTEE

In consideration of the Securities and Exchange Board of India (hereinafter referred to as " Board ") having offered to accept the terms and conditions of the proposed agreement between the Board and (Indicate name of the Contractor)

(hereinafter referred to as "said Contractor") for the work (Hereinafter referred to as "said agreement") having agreed to production of irrevocable Bank Guarantee for Rs. (Rupees only) as security / guarantee from the said contractor for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (hereinafter referred to as "the Bank") hereby (Indicate the name of the Bank)

undertake to pay to the Board an amount not exceeding Rs. (Rupees.....only) on demand by the Board.

2. We, the Bank do hereby under take to pay to the Board on demand the amount due and payable under this Guarantee without any demure and merely on demand by the Board stating that the amount claimed is due from the said contractor. Any such demand made to the Bank shall be conclusive as regard to the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees. only)

3. We, the bank further undertake to pay to the Board any money so demanded notwithstanding any dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating thereto, and our liability under this guarantee being absolute and unequivocal.

4. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment therein under and the said contractor shall have no claim against us for making such payment.

5. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the

Board under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Authorized Officer on behalf of the Board certifies in writing that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly the guarantee will be discharged.

6. We, the Bank further agree with the Board that the Board shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act or omission on the part of the Board or any indulgence by the Board to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor.

8. We, the bank lastly undertake not to revoke this Guarantee except with the previous consent of the Board.

9. This guarantee shall be valid up to unless extended on demand by Board. Notwithstanding anything mentioned above, our liabilities against this guarantee is restricted to Rs./-(Rupees only) and unless a claim in writing is lodged with us within nine months of the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

10. Notwithstanding anything contained herein :-

a. Our liability under this Bank Guarantee shall not exceed Rs.
(Rupees Only).

b. This Bank Guarantee shall be valid up to

c) We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before All the rights of the beneficiary under the said Guarantee shall be forfeited and Guarantee shall be released and discharged from all liabilities thereafter.

The Bank has under its constitution, power to give this Guarantee in your favour made under our Memorandum and Articles of Association and Mr/Mrs.....who signed it on behalf of the Bank has the authority to do so.

Dated this the day of for
.....(indicate the name of bank)

SEBI

Digitally signed
by DIVYANSH
SINGH
Date: 2024.12.20
14:10:53 +05'30'