



No.: SBILD/PKL/MESS/71  
Date: 02.09.2021

**STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, PANCHKULA**

**ON BEHALF OF**

**State Bank of India**

**INVITES TENDERS**

**FOR**

**INVITATION FOR TENDER FOR CATERING (MESS) SERVICE AT  
STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, PANCHKULA**

Date of issue of tender	:06.09.2021
End date and time of submission	:21.09.2021 14.00 hours
Pre-bid meeting	:06.09.2021 15.00 hours

Name of tenderer \_\_\_\_\_  
Address \_\_\_\_\_  
GST NO. \_\_\_\_\_

The Director,  
State Bank Institute of Learning & Development,  
Sector-14,, PANCHKULA-134113  
Tel : 0172-4569401  
Email: director.sbildpanchkula@sbi.co.in



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**STATE BANK OF INDIA  
NOTICE INVITING TENDER**

**INVITATION FOR TENDER FOR CATERING (MESS) SERVICE AT  
STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, PANCHKULA**

Sealed tenders are invited on behalf of State Bank of India, Local Head Office, Sector 17-A, Chandigarh-160017, under two bid system i.e. Technical Bid and Financial Bid from empaneled vendors. The tender may be downloaded from website [www.sbi.co.in](http://www.sbi.co.in) under procurement news on or before 21.09.2021 up to 2.00 PM.

Details of tender are as under:

1	Name of work	Tender for providing catering services at SBILD, PANCHKULA for daily tea, breakfast, lunch & dinner for: Minimum No. 10 Maximum No. Tentative 150  Payment will be made on the basis of actual turnout at any day as per the meals served  In case of lower turnout than 10, payment for minimum 10 number on particular day will be made.
2	Service period	The contract for services would be for a period of Twelve months from the date of acceptance subject to renewal for a further period of one year on the same terms and conditions & satisfactory performance at the sole discretion of the Bank and upon renewal of License by the Contractor on or before expiry of the License granted by the Appropriate Authority under the Contract Labour (Regulation & Abolition) Act, 1970. However, renewal of the contract is subject to the service rendered by the contractor and the contract will not be renewed beyond 2 years
3	Earnest Money Deposit	No EMD, only Bid Security declaration to be submitted along with tender document.
4	Security Deposit	The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 3 % of accepted "Annual Contract Value" as Security Deposit (SD) in the form of STDR / FDR / BG issued by any Nationalised / Scheduled Bank favouring "The Director, SBILD, PANCHKULA, valid for 13 months i.e. 1 month after the expiry of contract and for the another thirteen months at the time of renewal, if any
5	Pre-Bid Meeting	A pre bid meeting will be held on 06.09.2021 at 3.00 PM at the SBILD, PANCHKULA for clarifications and



		site visit in the subject matter.
6	Last date and time of receipt of technical bids and other documents as specified in the tender (offline)	Up to 1:00 PM on 16.09.2021 at the office of the Director, SBILD, PANCHKULA.  It is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address. The SBI shall not entertain bids received late due to any delay on account of delivery by the courier agency / speed post or any other mode for the reasons whatsoever. Bidders need to submit the hardcopy of technical bid duly signed along all relevant documents / enclosures on or before 16.09.2021 up to 1.00 PM.
7	Tentative Date and Time of opening of technical bid	Technical bid will be opened at the office of the Director, SBILD, PANCHKULA on 16.09.2021 at 3.00 PM or as notified. Authorized representative of the bidders may be present during opening of the technical bids. However, if bidders or their representatives choose not to be present for the opening of technical bid, then technical bids would be opened in the absence of any or all of the bidder's representative. After opening, the technical bids will be evaluated by the tender opening committee on the basis of minimum eligibility criteria as illustrated in the tender.
8	Date and Time of submission of <b>Online Price-Bid</b>  Note: The bidders qualified and found eligible in Technical bid evaluation shall only be eligible to quote Price Bid.	The bidders qualified and found eligible in Technical bid evaluation shall only be eligible to quote Price Bid.  Eligible bidders, after scrutiny of technical offers, will be informed through the service provider.  Price Bid will be uploaded on Service Provider's portal <a href="https://etender.sbi">https://etender.sbi</a> or <a href="https://sbi.abcprocure.com">https://sbi.abcprocure.com</a>
9	Address for online submission of bids (commercial bid)	Bid must be submitted online through Service Provider's portal <a href="https://etender.sbi/">https://etender.sbi/</a> Service provider M/s e-Procurement Technologies Limited, Ahmedabad on portal <a href="https://etender.sbi">https://etender.sbi</a> , Primary Contact Numbers: - M: 9081000427, 9904407997
10	Tentative Date and Time of opening of price bid	Eligible bidders, who qualify after scrutiny of technical bids, will be informed through the service provider.  They will also be informed about the date and time up to which the Financial Bid / Price Bid can be uploaded.  Eligible bidders can upload Financial Bid / Price Bid online through Service Provider's portal



		<a href="https://etender.sbi/">https://etender.sbi/</a> Service provider M/s. e-Procurement Technologies Limited, Ahmedabad on portal <a href="https://etender.sbi/">https://etender.sbi/</a>
11	E-Bidding to be facilitated by	E-Procurement Technologies Ltd. B-705, Wall Street-II, Opp: Orient Club Ellis bridge, Ahmedabad-380006, State: Gujarat, India Contact Numbers: - M: 9081000427, 9904407997
12	Validity of offer	90 days from the date of opening of price bids.
13	Date of Commencement of Work	Within 7 days day from issue of work order.
14	Rates	Rates quoted by the bidder shall remain firm throughout the contract period including all taxes (excluding GST), duties, levies, royalties, transportations, labour other incidental charges, etc. GST shall be paid / reimbursed to the vendor as per Bank's norms as applicable.
15	Penalty / Liquidated damages	As per relevant clause in the tender document
16	Period of Honoring Payment Certificate	Within 7 days from the date of receipt of bill (excluding Sunday and Public Holidays).
17	Insurance	The contractor shall obtain all necessary insurance policies as per the law applicable at the centre and shall be required to produce the original policies and receipts of the premium applicable in the matter to the Bank.
	Water & Electricity	Water and Electricity shall be provided by the Bank at one point. However, further distribution and extension and light fixtures etc. with required MCB switches. Switch boards, lamp, tube etc shall be arranged by the contractor at their own cost.
In case the date of opening of tenders is declared as a holiday, the tender will be opened on the next working day at the same time.		
SBI has the right to accept / reject any / all tenders without assigning any reasons. The Bank also reserves the right to reject any bid which, in the opinion of the Bank, is too low or unrealistic for effectively carrying out the obligations required under the terms and conditions of the tender.		
-Sd-  <b>The Director, State Bank Institute of Learning &amp; Development, PANCHKULA-134113</b>		



## **MODE OF SUBMISSION OF TENDER:**

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

The Bank reserves the right to accept or reject any Bid/ offer received in part or in full, and to cancel the bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

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

The tender shall be submitted in two bids i.e. Technical Bid (needs to be submitted to **The Director, State Bank Institute of Learning & Development, PANCHKULA** and offline) & Price-Bid (**needs to be submitted online mode only through service provider**), in accordance with the procedure detailed herein below. Specified documents shall be sealed in envelope of appropriate size.

1. **Technical Bid Part – I** envelope marked “Tender for providing catering services at SBILD” (Technical Bid should be submitted in a separate sealed cover) should contain the documents as listed below: -
  - i. Acceptance of terms & conditions of the Bank, as given under various Sections from page number 9 to page number 29. (duly signed & stamped on each page)
  - ii. Digital signature certificate, e-mail I.D., Name of the authorized person and contact number.
  - iii. Certificate of incorporation, i.e. proprietorship, partnership deed etc.
  - iv. Certificate of registration under contract labour (Registration & abolition) act.
  - v. Certificate with respect to GSTIN.
  - vi. Certificate of registration with office of Regional Provident Fund Commissioner.
  - vii. Copy of license of food & safety. The license should be in the name of the applicant and should be valid as on date of application.
  - viii. Copy of license with Employee's State Insurance Corporation.
  - ix. Income tax return for the last three years.
  - x. Professional certificate from previous and present clients for last three years.



2. **Financial bid/Price Bid (Part-II):** Online price bid will be conducted by the service provider i.e. M/s e-Procurement Technologies Ltd., Ahmedabad.

**OPENING OF TENDER:**

1. **Technical Bid envelope** containing as above (Sr.no i to x) and Bid Security Declaration, covering letter, relevant documents, terms and conditions will be opened first.
2. After opening of Technical Bid and after evaluating the clarifications / conditions, if any, stipulated by the contractors, i.e. if the vendor is qualified and is considered eligible to quote Financial Bid / Price Bid, will have to upload their Financial Bid / Price Bid online only.
3. The bidders who qualify the technical bid, will have to arrange to participate in the on-line e-tendering to be conducted by M/s. e-Procurement Ltd. Ahmedabad, for submitting their price bid online on (date will be advised later). The details and other documents relating to e-tendering are placed at Annexure-I. The process for e-tendering bidding instructions are enclosed as Annexure-II.
4. **Financial bid / Price bid** of the bidder who qualified in technical bid, online price bid will be opened through e-tendering only. The minimum price has been fixed by the Mess Committee, SBILD, PANCHKULA.
5. If the price quoted by bidder is below the pre-decided minimum price, the application of bidder will be straight away rejected. Lowest rates above the minimum fixed price out of financial bid accepted shall be considered for award of work.
6. Acceptance of tenders shall solely rest with Competent Authority who do not bind themselves to accept the lowest tender, and the Bank, reserves the right to reject all or any tender or accept or reject the tender in part or in whole without assigning any reason thereof.
7. Incomplete tender will be summarily rejected.
8. No postal request for issue of blank tenders will be entertained.
9. After qualifying for technical bid, the bidder quoting the lowest amount (LI Bid) in the financial bid will be selected for awarding the contract. In the event LI Bid is quoted by more than one bidder, the preference will be given to the Bidder whose prop. or partner have professional qualification in Hotel Management. In the event more than one bidder qualifies the said criteria, then the bidder with more work experience will be preferred.
10. All other terms and conditions including the penalty clause are mentioned in the tender document.

**DIRECTOR  
SBILD, PANCHKULA**



## **INSTRUCTIONS TO TENDERERS**

1. The Tender should be submitted in a sealed cover properly sealed, signed and super scribed "Technical Bid Catering Services SBILD PANCHKULA. The Sealed cover should be addressed to the Director, SBILD, PANCHKULA.
2. The last date of receiving the Technical Bids in sealed cover at SBILD, PANCHKULA is mentioned in NIT.
3. The Technical Bid will be opened first as per schedule given in NIT, and the firms qualified the technical bid, will have to arrange to participate in the on-line e-tendering to be conducted by M/s e-Procurement Ltd. Ahmedabad, for submitting their price bid online on (date will be advised later). Financial bid of the successful bidder in e-tender will be opened. The lowest rates out of financial bid and accepted e-tendering bid shall be considered for award of work.
4. Representatives of tenderer should note that no change will be permitted in Technical and Financial quotes whatsoever, once they are opened.
5. Clarification required, if any, may be obtained from The Director, SBILD, PANCHKULA, on any working day, from 10.00 AM to 1.00 PM.
6. The bank reserves the right to reject any or all the applications without assigning any reason thereof whatsoever.
7. The Bank is not responsible in any manner for the postal delay / loss / non-receipt of tender application / documents.

Note: The Bidders should ensure to follow the Minimum Wages (Central Govt.) Labour Laws, ESIC, EPF, Insurance and all statutory obligations, etc. while quoting the price bid and final price in the e-tendering. The price quoted should be inclusive of escalation including increase in tools cost etc. during the contract period of initial one year and renewable at the same terms and contract period of another one year, including profit, lump sum payment towards the cost such as Insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, duties & statutory levies etc.





## SECTION - I

### Memorandum of Agreement

**Note :**

**(To be signed and stamped on each page by tenderer before submission of tender)**

Name of the work	Tender for providing catering services at SBILD, PANCHKULA for daily tea, breakfast, lunch & dinner for:
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A. I / We hereby tender for providing catering services for the Bank, of the work specified in the underwritten Memorandum within the time specified in such memorandum at the rate specified therein and in accordance with the specifications and instructions in writing referred to the general conditions of the contract and with such materials as are provided for by and in all respect in accordance with such conditions as far as possible.

General Description	Minimum No. 10 with a provision for Maximum No. Tentative 150  Payment will be made on the basis of actual turnout at any day as per the meals served  In case of lower turnout than 10, payment for minimum 10 number on particular day will be made.
Earnest Money Deposit	Bid Security Declaration to be submitted along with the tender documents, not accompanied with requisite declaration shall be treated as not responsive and is liable to be rejected (their technical bid will not be evaluated).
Security Deposit	The successful bidder whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 3 % of accepted "Annual Contract Value" as Security Deposit (SD) in the form of STDR / FDR / BG issued by any Nationalised / Scheduled Bank favouring "The Director, SBILD, PANCHKULA, valid for 13 months i.e. 1 month after the expiry of contract and for the another thirteen months at the time of renewal, if any

B. I / We agree to keep the tender open for 90 days from the due date of submission thereof and not to make any modifications in the terms and conditions.

C. The Security Deposit will be deposited by way of STDR / FDR / BG for 3 % of accepted "Annual Contract Value" as Security Deposit (SD) valid for 13 months in favor of The Director, SBILD, PANCHKULA.

D. Bid Security Declaration stating that if bidder backs out after being selected for any reason, the concerned bidder will be debarred from further participation for the tenders to be floated by the bank during next one year.

E. The bidders should submit a copy of all the valid certificates.



F. The successful bidder has to execute a stamped agreement with bank for catering service at the cost of the bidder.

G. I / We hereby agree: -

- i) To abide by and fulfill all the terms and provisions of said conditions annexed hereto and all the terms and conditions contained in notice inviting tenders so far as applicable and / or default thereof, to forfeit and pay to the Bank, sum of money mentioned in the said conditions.
- ii) If I / We fail to commence the service specified in the above Memorandum, I / We agree that the said Bank, shall, without prejudice to any other right or remedy, be at liberty to forfeit, to get forfeited the said amount of Security Deposit.
- iii) To execute all the services referred to in the Tender Documents up to the terms and conditions contained and referred to therein.

I / We agree that in case I / We fail to commence the services specified in the above Memorandum an amount equal to the amount of the Security Deposit mentioned in NIT shall be absolutely forfeited by the Bank.

Dated the \_\_\_\_\_ Day of \_\_\_\_\_ 2021

Signature of the contractor \_\_\_\_\_

Address: \_\_\_\_\_

The above tender is hereby accepted by me on behalf of Bank,  
Dated the .....day of.....2021

**DIRECTOR  
SBILD, PANCHKULA**



**SECTION - II**

**General Rules & Directions**

01. Any person who submits a tender shall fill up the form stating at what rate he is willing to undertake the work i.e. per person per day (break up of rates i.e. for breakfast / tea / lunch / dinner shall be decided mutually by the vendor and the Bank) Tenders, which propose any alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable for rejection.
02. The Bank, or its duly authorized representative will open the tenders in the presence of intending tenderer who may be present at the scheduled time.
03. The Bank shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
04. In case of any bidder quoting any rate where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced/ unresponsive and such a tender is liable to be disqualified and rejected.
05. On acceptance of the tender, the name of the authorized representative(s) of the contractor who would be responsible for taking instructions from the Bank, shall be communicated in writing to the Bank.
06. All taxes including Income tax, Sale tax, Purchase tax, Turnover tax or any other taxes and duties as applicable as on date and in future in respect of this contract shall be payable by the contractor and Bank will not entertain any claim whatsoever in respect of the same. Only G.S.T. will be reimbursed / paid by the Bank.
07. The contractor shall comply with the provision of the Apprentices Act, 1961, Minimum Wages Act, Contract Labour Act, all the labour laws relevant to the work involved and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and Bank, may at its discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Note: The Bidders should ensure to follow the Minimum Wages (Central Govt.) Labour Laws, ESIC, EPF, Insurance and all statutory obligations, etc. while quoting the price bid and final price in the e-tendering. The price quoted should be inclusive of escalation including increase in tools cost etc. during the contract period of initial one year and renewable at the same terms and contract period of another one year, including profit, lump sum payment towards the cost such as Insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, duties & statutory levies etc. The successful vendor has to submit system generated GST tax invoice incorporating Bank's GST number and vendor GST no. Manual GST invoices will not be accepted.

08. No labour camp shall be allowed in the premises of Bank, and contractor has to make their own arrangement for deployment of labour. Police verification and report details



submitted to SBILD, will be done for labour by the contractor before engaging them for the contract.

09. No price escalation or adjustment is payable for the work.
10. I / We hereby declare that I / We shall treat the tender documents and other records connected with the catering 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 Bank.



### **SECTION - III**

#### **GENERAL CONDITIONS OF CONTRACT**

1. The Mess will be situated within the premises of SBILD, PANCHKULA. The same will be governed by all the legislations, Central and State as applicable and the contractor shall comply with the provision thereof in as far as the catering services is concerned and the contractor shall be solely responsible for the breach of any Act or Regulation as aforesaid and he shall indemnify the Bank for any loss or damage which Bank may suffer due to the default of the contractor.
2. Kitchen equipment, utensils, cutlery, crockery, furniture, fittings, etc. will be provided by Bank, and any officer duly authorized by the Bank, will have a right to inspect and check such kitchen equipment, utensils, cutlery, crockery, furniture, fittings etc. belonging to the Bank, at any time. Breakage / loss / damage of the same will be made good by the contractor. Cooking gas cylinders to be arranged by the contractor at his cost. The contractor will render at the end of every 3 months an Account thereof to the Bank. Use of heaters / heat plates in the premises is totally prohibited. Any time, any equipment found being used will initiate penalty of Rs.5000.00 (Rupees five thousand only).
3. The Contractor will not take any item supplied to him outside the premises of the Bank, either for the purpose of repairs or otherwise without the express permission in writing from the Bank.
4. The Contractor will maintain the Mess premises, furniture, utensils, crockery and cutlery in clean and hygienic condition to the satisfaction of Bank, and the decision of the Bank, in this respect shall be final. The charges / bill related to dishwasher detergent will be borne by the contractor.
5. The premises is provided to the contractor for the purpose of operating the Mess and shall be used by the contractor only for the purpose of operating the mess and for no other purpose, whatsoever.
6. The premises given to the contractor will not create or deem to create any right to the contractor in the premises given to him for operating the mess either as a tenant, lessee or licensee or otherwise and the contractor hereby agrees that he will not claim any right as a tenant, lessee or licensee of the premises in which the mess is operated. Further, the contractor agrees that he will immediately vacate the premises along with his employees where the canteen is operated on termination of the contract as mentioned hereafter.
7. The contractor shall not sublet the premises given to him for operating the mess, nor shall he allow any person who is not in his regular employment to remain in the premises. The contractor shall not sublet / subcontract the work to be awarded in the present tender.



8. The contractor shall not make use of the premises for any illegal, immoral or unlawful purpose.
9. The contractor shall employ at their own cost and expenses sufficient and competent staff as may be reasonably required in the opinion of Bank, for the fulfillment of the Contractor's obligations under the agreement and shall give their professional expert guidance and supervision to the work. A list of workers / employees deployed by him shall be submitted to the Bank. The Contractor / or his representative will visit Bank, once in a fortnight and contact the designated person(s). If in the opinion of Bank, any staff or supervisor of the Contractor is found unsuitable the contractor shall be liable to change the staff / supervisor forthwith. It will be the responsibility of the Contractor for due diligence for the labourer hired by him and Contractor will be responsible for the identity / address / police verification of the labourer before deputing them in the SBILD complex. The Contractor will provide one copy (verified by the Contractor) of the KYE (know your employee) documents along with latest photograph and police verification to SBILD before deputing them in the SBILD complex.
10. The contractor shall be responsible for the discipline of his personnel and Bank's orders / directives shall be binding on the contractor and all his personnel.
11. The contractor will provide uniforms to his employees employed in the canteen at his own cost. The uniforms supplied by the Contractor should be clean and in good condition. Washing / Laundry of towels / napkins / table sheet / apron / table plastic covers will be arranged by the Contractor.
12. The employees employed by the contractor shall be in the employment of the contractor only and the contractor shall be solely responsible for all acts of commission or omission of his employees and the contractor shall indemnify the Bank, against any loss or damage which Bank, may suffer due to any act of commission or omission of any of his employees. The contractor shall be solely responsible for the payment of minimum wages under provision of extant rules to his employees and the Bank, shall in no way be concerned with the same.
13. Bank shall in no way be concerned or responsible for the welfare of the employees employed by the contractor and the contractor shall be solely responsible for the welfare of his employees as per the various Acts and Regulations whether the Central or the State, that shall be applicable to him from time to time.
14. After the completion of required Police verification etc. and submission of required documents to the bank, the employees of the contractor will be issued with temporary Gate Passes, which will entitle them to enter the premises of Bank. However, they will be subject to checking at any or every time of their entry or exit by Bank's security personnel and such checking will also include physical search. In case of change of any employee, the contractor will be required to inform the Bank and finish his police verification & other documents to the bank.
15. In the event of any injury to the contractor's employee(s) arising out and in the course of employment, the contractor shall at all times keep the Bank effectually indemnified against all liabilities towards his employees under the workmen's



Compensation Act and / or applicable laws in force from time to time. The contractor shall obtain appropriate Insurance for their staff in case of injury during the course of employment.

16. The contractor shall comply with all the provisions of the applicable Shops & Establishment Act, Employees State Insurance Act, the employees Provident Funds Act 1952, The Contract Labour (Regulation and Abolition) Act.1970 including all the provisions and the Rules thereunder, Minimum Wages Act and any other acts / rules that may be applicable to him from time to time and he shall keep Bank, indemnified against all liabilities and responsibilities for his non-compliance of any of the provisions of the said Acts and Schemes and in particular, laws governing employer / employee relations in respect of the staff engaged by the Contractor. He shall take out necessary license, maintain records and registers and submit returns and shall pay contributions in accordance with the said acts in respect of the employees employed by him for operating the canteen.
17. Bank reserves the right to forfeit the amount deposited as Security Deposit for non-compliance of any of the provisions of the terms and conditions laid down in the contract for any consequences, damages or loss arising out of violation of the rules and regulations in enforcement by the statutory body / competent authority.



**TERMS AND CONDITIONS ALONG WITH RESPONSIBILITIES OF CATERER**  
**The mess consists of a kitchen and a dining hall.**  
**Important Terms and Conditions**

1. The Contract Agreement would be for a period of one year and subsequently, may be renewed for an additional period of one year or part thereof, subject to satisfactory performance by the caterer.
2. After three months of operation the caterers will be evaluated on the basis of the guidelines and rules detailed in this document and in the leave and license agreement to be drawn. If the caterer fails to meet the expectation and promises made, then the agreement for catering can be cancelled at any time.
3. At the time of handing over the possession of mess, the caterer will be required to provide a refundable security deposit (as per NIT) for which agreement is entered into. The Bank Guarantee (Performance Guarantee) should be from a nationalized Bank and will be held against in default in performance and violations of terms and conditions. This Bank Guarantee (Performance Guarantee) shall be effective for a period of 13 months. In case of contract is renewed for another One year, the guarantee will also be renewed for further period of 13 months.
4. Wastage of water must be avoided. Bank will be at liberty to impose penalty upto Rs.1000.00 in each case of wastage of water being noticed.
5. Electricity shall be provided free of cost. However, contractor / vendor will not use any kind of electrical appliance for cooking / heating purpose, and if found using, contractor will be fined upto Rs.5000/- per instance.
6. In the event of award of the contract, the contractor should register themselves with the concerned Authority under Labour Dept. of Central / state Government as the case may be, as a contractor under the Contract Labour Regulation Act and obtain a Labour License and complete all required formalities.
7. (a) The Contractor should adhere to the provisions of the Provident Fund Act, the Minimum Wages Act and other such acts which are applicable.
8. (b)The caterer should ensure that the payment is made to the labourers as per Minimum Wages Act to the satisfaction of the Bank. The payment is to be credited directly into the Bank accounts of the employees by the Contractor and the statement of the accounts is to be deposited with the Bank every month. EPF and ESI facilities must be provided to the workers and proof of doing so must be submitted to the Bank every month along with bills.
9. (c)The Contractor will not employ child labour. Upon violation of this requirement, legal action would be taken.





- 7 Engagement of required staff, providing uniforms etc. shall be by the caterer with approval of the Mess Committee of SBILD, PANCHKULA. The Contractor should provide a minimum of two pairs of uniform to the workers and ensure that workers report for duty in clean uniforms.
- 8 The workers should always use hand gloves and caps while working (hair found in food is not acceptable). A penalty upto Rs.10,000/- per instance will be imposed on hair found in the food.
- 9 It is mandatory to have 1 cook & 1 assistant cook per 100 participants. It is also mandatory to have 1 helper / service personnel per 25 participants. This workforce should be divided into two teams, so as to operate in in two shifts of duration of eight hours each as per Government Laws. The supervisor must be present in each shift and ensure quality control and hygiene.
- 10 The timings, menu and price of any extra item, if required on any day, would be determined by the Mess Committee, SBILD, PANCHKULA in consultation with the caterer.
- 11 The caterer shall, at their cost, maintain adequate stock of food grain, grocery, and adhere to the standards of the institute. The caterer shall be responsible for proper hygienic storage of all raw materials.
- 12 No food cooked in the mess may be taken out of the premises without prior permission of the Mess Committee, SBILD, PANCHKULA.
- 13 Non-Vegetarian food will be cooked and served separately.
- 14 Major civil and electrical works will be attended to by SBILD PANCHKULA. Minor maintenance jobs such as replacement of light bulbs, tube lights etc. are the responsibility of the catering contractor.
- 15 Procurement of good quality provisions and other consumables is the responsibility of the caterer.
- 16 Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the caterer.
- 17 The Contractor shall attend a monthly meeting of the mess committee, or as and when called, failing which a penalty up to Rs.5000.00 per instance will be imposed. This meeting shall be attended by the caterer himself or a senior representative, who is authorized to take policy decisions.
- 18 A maximum of 5 workers will be allowed night stay for preparation of breakfast.
- 19 The Contractor should preferably have experience of catering in an establishment of a minimum of 150 customers.
- 20 Issues related to Hygiene in the Mess and the Kitchen:



- Cleaning and Housekeeping of complete mess (Kitchen, store, cooking, washing and dining area i.e. all areas attached to mess) will be the sole responsibility of the caterer.
- Cleaning of utensils, crockery, kitchen equipment, furniture, mess water is also duty of the caterer. The highest possible standards are expected in this regard.
- All possible measures must be taken to ensure hygiene in the kitchen and mess. These include the provision of ample Liquid soap for hand wash at basin, clean towels to clean hand, hand gloves for mess workers who handle items like salad etc., head caps for all mess workers and other measures as advised by the Mess Committee.
- Highest levels of hygiene must be maintained in the mess workers' toilet, with provisions for soap, towels etc.
- Mess workers should be provided the necessary training so as to maintain the highest possible standard of hygiene, as is expected.
- SBILD, PANCHKULA would reserve the right to check on cleanliness and upkeep of premises and quality of provisions and quality of the food. If it is found that the hygiene is not being maintained in the mess, a penalty up to Rs.2000/- per instance will be imposed.



## **RULES PERTAINING TO THE DAILY FUNCTIONING OF THE MESS**

Timings for the mess are as under:

	Time from	Time to
Early morning Tea Biscuits	6.00 AM	7.15 AM
Breakfast	8.00 AM	9.30 AM
Tea Biscuits	11.30 AM	11.45 AM
LUNCH	1.15 PM	2.30 PM
Tea Biscuits	3.45 PM	4.00 PM
High Tea (Tea with snacks)	5.30 PM	6.30 PM
Dinner	8.00 PM	9.30 PM

## **BIFURCATION OF RATES**

The rate quoted by the bidder i.e. per person per day rate will be bifurcated (mutually by the vendor and the Mess Committee) as per details below for billing and payment of actual consumption by participants:

4 times tea + biscuits + snacks	20%
Breakfast	20%
Lunch	30%
Dinner	30%



## SCHEDULE OF QUANTITIES

	Time from	Time to
Early morning Tea Biscuits	6.00 AM	7.15 AM
Breakfast	8.00 AM	9.30 AM
Tea Biscuits	11.30 AM	11.45 AM
Lunch	1.15 PM	2.30 PM
Tea Biscuits	3.45 PM	4.00 PM
High Tea (Tea with snacks)	5.30 PM	6.30 PM
Dinner	8.00 PM	9.30 PM

### Note

Sweet & salt both types of biscuits will be served with tea / coffee @  
6.00 AM / 11.30 AM / 3.45 PM

Day	Bed Tea	Breakfast	Tea	Lunch	High Tea	Dinner
MON	Tea Biscuits	1-Bread, Butter & Jam 2-Stuffed Prantha (Aloo / Gobhi / Muli) 3 Omelet 4 Tea / Coffee 5 Corn Flakes & milk	Tea Biscuits	1 Green Salad 2 Sweet Corn Soup 3 Bhindi 4 Kadhai Paneer 5 Dal Makhani 6 Jeera Rice 7 Roti 8 Bundi Raita 9 Papad 10 Gulab Jamun	Tea / Coffee  Mix Veg Pakora	1 Green Salad 2 Bengan Bharta 3 Paneer Korma 4 Chicken Curry 5 Moong Dal 6 Plane Rice 7 Roti 8 Papad 9 Khir
TUE	Tea Biscuits	1 Bread, Butter & Jam 2 Chholey Bhature 3 Seasonal Fruit 4 Tea / Coffee 5 Corn Flakes & milk 6 Boiled egg	Tea Biscuits	1 Green Salad 2 Tomato Soup 3 Gobhi Aloo 4 Matar Paneer 5 Moong Dal 6 Veg Pulao 7 Roti 8 Papad/Raita 9 Khir	Tea / Coffee  Samosa	1 Green Salad 2 Mix Veg 3 Veg Kofta 4 Dal Makhani 5 Jeera Rice 6 Roti 8 Papad 9 Suji Halwa
WED	Tea Biscuits	1-Bread, Butter & Jam 2-Stuffed Prantha (Aloo / Gobhi / Muli) 3 Omelet 4 Tea / Coffee 5 Corn Flakes & milk	Tea Biscuits	1 Green Salad 2 Mixed Veg Soup 3 Aloo Palak 4 Paneer Korma 5 Rajmah 6 Jeera Rice 7 Roti 8 Dahi Vada 9 Papad 10 Fruit Cream	Tea / Coffee  Kachori	1 Green Salad 2 Bhindi 3 Paneer Handi 4 Chicken 5 Urad Chana Dal 6 Plane Rice 7 Roti 8 Papad 9 Sweet Sevian
THU	Tea	1 Bread, Butter & Jam	Tea	1 Green Salad 2 Sweet Corn	Tea / Coffee	1 Green Salad 2 Aloo Gobhi



	Biscuits	2 Chholey Bhature 3 Seasonal Fruit 4 Tea / Coffee 5 Corn Flakes & milk 6 Boiled egg	Biscuits	Soup 3 Mix Veg 4 Paneer do pyaja 5 Pili Dal 6 Veg Pulao 7 Roti 8 Dahi Bhalla 9 Papad 10 Ice Cream	Moong Dal Pakora	3 Curry Pakoda 4 Chana Dal 5 Jeera Rice 6 Roti 7 Papad 8 Moong Dal Halwa
Friday	Tea Biscuits	1-Bread, Butter & Jam 2-Stuffed Prantha (Aloo / Gobhi / Muli) 3 Omelet 4 Tea / Coffee 5 Corn Flakes & milk	Tea Biscuits	1 Green Salad 2 Soup 3 Aloo Methi 4 Shahi Paneer 5 Dal Masoor 6 Jeera Rice 7 Roti 8 Papad 9 Fruit raita 10 Ras Malai	Tea / Coffee Mix Veg Pakora	1 Green Salad 2 Louki 3 Matar Paneer 4 Chicken Karahi 5 Moong Dal 6 Plane Rice 7 Roti 8 Papad 9 Rasgulla
Saturday	Tea Biscuits	1 Bread, Butter & Jam 2 Chholey Bhature 3 Seasonal Fruit 4 Tea / Coffee 5 Corn Flakes & milk 6 Boiled egg	Tea Biscuits	1 Green Salad 2 Gajar Soup 3 Mix Veg 4 Veg Kofta 5 Kale Chane 6 Veg Pulao 7 Roti 8 Bundi Raita 9 Papad 10 Ice Cream	Tea / Coffee Bread Pakora	1 Green Salad 2 Aloo Methi 3 Shahi Paneer 4 Moong Dal Dhuli 5 Jeera Rice 6 Roti 7 Papad 8 Gulab Jamun
Sunday	Tea Biscuits	1-Bread, Butter & Jam 2-Stuffed Prantha (Aloo / Gobhi / Muli) 3 Omelet 4 Tea / Coffee 5 Corn Flakes & milk	Tea Biscuits	1 Green Salad 2 Gajar Soup 3 Aloo Beans 4 Matar Paneer 5 Rajmah 6 Jeera Rice 7 Roti 8 Bundi Raita 9 Papad 10 Sevian	Tea / Coffee Aloo Bara	1 Green Salad 2 Jeera Aloo 3 Karahi Paneer 4 Moong Masoor Dal 5 Plane Rice 6 Roti 7 Papad 8 Ice Cream



## **MAKES / BRANDS OF CONSUMABLES PERMISSIBLE**

Only following brands of consumable items are permissible to be used:

- Salt Tata, Annapurna, Nature fresh
- Spices M.D.H. Masala, Badshah, Kepra, Everest, Ashoka
- Chicken Venky's Chicken, Godrej Real good, Zorabian, Suguna, Al Kabeer
- Ketchup Maggi, Kissan, Heinz
- Refined Oil (Sunflower) Sundrop, Saffola, Fortune  
use of Hydrogenated (vanaspati) oil is strictly prohibited)
- Pickle Mother's, Pravin, Priya, Bedekar, Nilon's
- Atta Ashirvad, Pillsbury, Annapurna
- Instant Noodles Maggi
- Flavoured drinks Roohafza, Mapro
- Papad Lijjat
- Butter Amul, Mother dairy, Verka
- Bread Modern, Kwality, Wibs
- Cornflakes Kellogg's
- Jam Kisan, Mapro, Maggi
- Ghee Amul, Mother Dairy, Britannia, Everyday, Verka
- Shrikhand Amul
- Frozen yogurt Mother dairy
- Cow Milk Amul, Mother Dairy, Verka
- Paneer Amul, Mother Dairy, Verka
- Tea Brooke bond, Lipton, Tata, Taaza
- Coffee Nescafe, Bru
- Ice Cream Amul, Mother Dairy, Kwality, Natural's, Verka
- Soya Nutrella
- Frozen Peas Safal (offseason), Al kabeer
- Cheese Amul, Mother Dairy, Britannia, Verka

**The caterer may use any other FPO approved brands only if permitted by the Mess Committee, in writing.**



## **SPECIAL CONDITIONS OF CONTRACT**

### **GENERAL**

The following special conditions of contract shall be read in conjunction with General conditions of Contract of Section III & General Rules & Directions of Section II. The following clauses shall be considered as an extension and not limitation of the obligations of the Contractor.

### **LOCATION**

State Bank Institute of Learning & Development,  
Urban Estate, Phase – 2, PANCHKULA.

### **SCOPE OF WORK**

Providing catering services at SBILD PANCHKULA as given below:  
Minimum No.10 with a provision for  
maximum No. Tentative 150 (plus)  
or actual turnout at any day. In case of lower turnout than 10, payment for minimum 10 numbers will be made on working days.

### **CO- ORDINATION**

The contractor will provide the catering service in a planned manner by Co-ordinating their services, with Bank, officials / staff.

In case of any dispute between the contractors engaged on the other work, decisions of Bank, will be final and binding.

### **PROCUREMENT OF RAW MATERIALS**

The contractor will, at his cost, maintain adequate stocks of food-grain, grocery and other eatables for the satisfactory and efficient running of the Mess and he will replenish stock as and when depleted. The quality of the foodstuffs and eatables shall be as per the standard required by Bank, (reputed brands like Groundnut Oil / Sunflower Oil of Godrej / Postman or Sunflower oil of Fortune / Ginni in 15 kgs. or suitable capacity in sealed tin / packs, fresh chicken (Broiler) / chicken broiler marketed by M/s. Venky's, Godrej, Mafco or other companies of repute, fresh / branded packaged mutton of male goat, Basmati Rice of good quality and bread, jam, sauces, pickles, papad of reputed companies with FPO brand wherever available). A list of brands of materials to be used is also enclosed which shall be adhered to and



the same will be subject to any time inspection by any officer authorized by the Bank.

The contractor will bring all food-stuff and other raw material at his cost and Bank, will not be responsible for any loss or damage done, suffered or caused to it while they are stored in the mess or at any place within Bank's premises or at any other place.

### **QUALITY OF RAW MATERIALS PROCURED**

The food grains / cooking oil and other provisions including vegetables will be subjected to quality checks by Bank, and the decisions of Bank, will be binding on the Contractor who would forthwith replace the rejected materials with better quality ones.

### **CATERING**

The broad menu and the timing for catering services is given under the financial bid. There will be flexible / staggered timing for lunch. The Bank's authorized officials will inspect the raw material / preparation as also taste the prepared food item by having surprise visit to the Mess. Any substandard material or if food is found to be of poor quality, the same will be rejected / discarded and no payment will be made thereof.

### **DEPLOYMENT OF PERSONNEL**

The Contractor would employ his / her own "cooking and service personnel" in the age range of 18 years and above with sound physique free from any contagious disease. The contractor will be responsible for the salary and other dues payable to the staff employed by him and also for their employment conditions which should be in consonance with all legal obligations as an employer on the subject. Contractor has to deploy sufficient manpower to the satisfaction of Bank, so as to provide the best customer service. Every employee of the contractor shall be provided with Identification cards of the contractor distinct from the Bank's identification cards at the contractor's own cost. A list of workers / employees deployed by him shall be submitted to the Bank. Any change in the workers / employees at a later stage will have to be advised by the contractor to the Bank in writing.

### **UNIFORM**

The contractor will provide two sets of uniform to his personnel, made of terry cotton cloth which should be clean, tidy and in good condition.

### **CLEANLINESS**

Maintenance of high standard of cleanliness in the Mess (kitchen, dining hall, store and other area allocated by the bank to the contractor for mess purpose) would be the sole responsibility of the contractor. The contractor must maintain in a clean state





the chairs and other furniture in the canteen and pay particular attention that the servicing tables are cleaned with adequate frequency during servicing hours.

### **LIST OF KITCHEN EQUIPMENT & TOOLS ETC.**

The Contractor shall submit a list of utensils and other equipment he possesses and proposes to use at site in support of his service. Cooking gas cylinders will be arranged by the contractor at his cost.

### **SITE TO BE CLEAN**

Contractor shall at all times keep the space provided to him free from accumulation of waste material and debris and upon expiry of the contract shall clear away and dispose of all the surplus materials, items / equipment of whatsoever nature and kind as directed by the Bank, and shall leave the Campus clean and tidy. The disposal of food waste / vegetables / fruits / peels etc., as per Government / NGT Guidelines, on daily basis, will be the responsibility of the contractor.

### **MATERIALS AT SITE AND INSPECTION**

Materials required for the services are to be deposited by the Contractor only in places to be indicated by the Bank. The Bank, shall have a right at any time to inspect and examine any stores and materials intended to be used in or processed or any other place from where they are being obtained and the Contractor shall give such facilities as required to be given for such inspection and examination.

Any stores and materials brought to site for use on the work shall not be removed off the site without prior written approval of Bank, but on final completion of the work the contractor shall at his own expenses remove from the site all surplus stores and materials originally brought by him.

All the materials required for completion of work shall be arranged by the Contractor.

### **SECURITY REGULATIONS**

The contractor shall follow strictly the security regulations of the Bank, at site of work regarding entry of personnel, materials etc. and other regulations that are enforced from time to time at the work site and also in the campus for smooth and efficient operation. The contractor, his agents, representative, workmen etc. and his materials, carts, trucks or any other means of transport etc. will be allowed to enter through and leave from such point of entry / exit at such times, the authorities in-charge of the office, at their sole discretion.

All materials and articles brought by the contractor to the work site shall have to be declared at the Security Gate. Similarly, no materials shall be taken out from the Bank, premises without proper gate pass, which will be issued by an authorized



official of the Bank, to the Contractor on written request. It is to be noted that loading of contractor's materials in vehicles and trucks shall be done in the presence of security personnel of the Bank. The contractor's representative will have to escort the materials till the security check is over.

The contractors, suppliers, workers engaged in work / business will be issued with entry permits (upon their written request) to avoid unauthorized entry in the area / site.

The contractor, his agents and representatives are required to be in possession of the individual identity / muster cards or entry passes after due police verification as required. The muster cards or passes are examined by the security staff at the time entry / exit inside the complex and also at any time or number of time within the complex. It will be the responsibility of the Contractor to maintain the list of labours permitted to work inside the premises in a register and the representative of Contractor's labour will have to issue entry pass to each labour after making necessary entry in the registers.

The Contractor, his agents, representatives and workmen shall strictly observe the orders pertaining to fire precautions prevailing within the complex area.

Any breach of the above security regulations and rules in force from time to time will be viewed seriously. No claim whatsoever will be entertained by the Bank, on account of the observation of the security regulation.

### **LIABILITY OF DAMAGES**

Bank, shall not be responsible or held liable for any damage to person or property consequent upon the use, misuse or failure of any tools and equipment used by the contractor, even though the same has been rented or loaned to the contractor. The acceptance and / or use of any such tools and equipment by contractor shall be construed to mean that the contractor accepts all responsibility for and agrees to indemnify from said use, misuse or failure of such tools and equipment.

### **LIQUIDATED DAMAGES**

In case the contractor fails to fulfill his obligation for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquidated damages a sum of Rs.10,000/- (Rupees Ten Thousand only) per day for the entire number of such days and the Bank, shall without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages from the money, if any, payable by them to the contractor.

### **ARBITRATION:**



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

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

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

The venue of arbitration shall be PANCHKULA, India.

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

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

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

The Courts at \_\_\_\_\_ only shall have jurisdiction in the event of any dispute arising out of the tender.

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

**No Waiver of Bank Rights or Successful Bidder's Obligations**

Any indulgence, forbearance or waiver granted or shown by the Bank will not prejudice the rights of the Bank nor shall it relieve the successful bidder from carrying out his obligation under the contract.



## **Force Majeure**

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

## **PENALTIES FOR VIOLATION OF RULES, TERMS AND CONDITIONS**

The caterer will be fined in case of violation as under: -

1. Non-availability of complaint register on the counter / discouraging participants from registering complaints would lead to a fine upto Rs.2,500.00 per instance.
2. Insects cooked along with food would invite a fine upto Rs.10,000.00
3. Any complaint of soft objects like hair, rope, plastic, cloth etc. in food will attract a fine upto Rs.2,500.00 per complaint.
4. Any complaint of stones / pebbles of diameter more than 2 mm will attract a penalty on the caterer which can range between Rs.300.00 to Rs.3,000.00 depending on the size of the stone / pebble.
5. Hard and / or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty upto Rs.5000.00 per incident.
6. Three or more complaints of unclean utensils in a day would lead to a fine of Rs.3,000.00 on the caterer.
7. If mess council agrees that certain item of a meal was not cooked properly then a fine upto Rs.3000.00 would be imposed on the caterer.
8. Food poisoning, shall invoke a hefty fine upto Rs.50,000/- beyond the limit of any fine mentioned above, along with cancellation of contract and possible blacklisting of the caterer.
9. If food for any meal gets over within timings of mess and waiting time is more than 15 minutes for breakfast, lunch and dinner, then a fine upto Rs.3,000.00 would be imposed on the contractor. The timing for that meal will be extended equivalent to delay time.
10. Changes in menu (including paneer subzi / fruit / juice / milkshake) of any meal without permission of mess committee would result in a fine upto Rs.3,000.00 on the caterer.
11. If the quality of milk is not found up to be appropriate, or it is diluted, a fine upto Rs.10,000.00 would be imposed.



12. Inappropriate personal hygiene of workers including their dress and or misbehavior by workers etc. will lead to fine upto Rs.5,000.00 on caterer for every instance.

13. Failure to maintain a proper health checkup of the workers will attract a fine upto Rs.5,000.00 per instance.

14. For any rule stated in the agreement first violation of the rule implies fine as per the rule. Second and subsequent violations of the same rule on a different day within 30 days of previous fine will attract triple the initial amount of fine on the caterer.

15. Absence of proprietor or his representative empowered to take decision from Mess Committee (meetings will be held once every month) on due invitation will attract a fine upto Rs.20,000.00 on caterer.

16. As and when Mess Committee proposes a fine it will inform the representative of the caterer or Mess Manager and fine will be imposed with consent of the Director, SBILD, PANCHKULA.

17. Using brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the Mess Committee with consent with the Director.

18. Severity of hygiene failure shall be assessed and decided by the Mess Committee and fined appropriately. In case of gross failure / negligence a severe penalty will be imposed, which could be a hefty fine as cash and / or summarily termination of the Contract.

**Termination Clause: -**

The Bank reserve right to terminate the awarded contract by giving one month notice without assigning reasons. In case contractor wish to terminate the awarded contract, the contractor has to serve one months' notice.



## **SECTION - V**

### **SCHEDULE OF QUANTITIES - INSTRUCTIONS TO TENDERERS**

The "Schedule of Quantities" is to be read for the purpose of pricing in conjunction with the Special instructions to the Tenderer, General condition of Contract, the specifications and the schedule of materials to be supplied in the Mess.

The prices inserted in the schedule of quantities shall be in all-inclusive value of the services described including all costs and expenses which may be required in and for the services described together with all general risks, liabilities, payment of minimum wages to staff / labour, and obligations set forth or implied in the documents on which the tender is to be based. All taxes are to be borne by the contractor and no separate claim will be entertained extra / separately by the Bank. However, GST will be reimbursed / paid by the Bank.

The Tenderer shall fill in his rates (in figures and words) in the Financial Bid / Price Bid only.

Bank may at its discretion order for addition / deletion of any of the items. No claim on account of addition / deletion of this item shall be entertained.

Alternative item, optional item, if any, provided in the schedule of quantities of tender are for obtaining the unit price only. The operation of such items shall be solely at the discretion of the Bank.

For such optional alternative items, Bank, may at its discretion order to provide the services at the market price as could be reasonably worked out or at the quoted price whichever is less. No claim on this account shall be entertained at any stage. The option of operation of these optional / alternative items will be solely at the discretion of the Bank. No claim on any account whatsoever will be entertained at any stage.

The Tenderer is required to quote the rates against each item in the column as given in the schedule.

1. The Bank will provide the contractor for catering service suitable premises, electricity, water, catering equipment's and utensils only for serving the food in the premises. Cooking gas cylinders will be arranged by the contractor at his cost. However, contractor/vendor will not use any kind of electrical appliance for cooking/ heating purpose, and if found using, contractor will be fined Rs.5000/- per instance.



**(PART-II) FINANCIAL BID**

**NAME OF WORK:** Providing catering services at SBILD PANCHKULA, as given below:

Minimum No. 10 with a provision for  
Maximum No. Tentative 150

Rates are to be quoted on per person basis

Payment will be made on the basis of actual turnout at any day. In case of lower or NIL turnout on any particular day, then, payment for minimum 10 number of participants on that day will be made.

My / our rates for per person per day are as under:

Rs. \_\_\_\_\_ (Amount in figures)  
Rupees \_\_\_\_\_ (Amount in words)

Further in case any change is made in the above prescribed menu, prior permission from the Mess Committee, shall be taken. The committee before according such permission shall ensure that the change so requested by the caterer, only results in substitution of items and no in reduction of number of items as prescribed in menu.

I / We have understood various clauses of General conditions, Special conditions and other conditions of the contract as given in the tender document & agree and will be bound by this.

**Signature & seal of the tenderers**