



State Bank of India

TENDER FOR CATERING & CARETAKING SERVICE AT STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, KANPUR

Tender Documents Consisting of:

NIT, Mode of submission of tender, General Rules & Directions Instruction to tenderers General Rules & Directions, Mode for the Guidance of Tenderer, Memorandum of Agreement, General Conditions of Contract, Technical Specifications and Bill of Quantities.

Last date of submission of tender (Only technical Bid)	:16/08/2023 up to 03.30 pm
Date & Time Pre-Bid Meeting	:07/08/2023 at 04.00 pm
Bid opening date (Online mode)	:16/08/2023 at 04.00 pm

**Assistant General Manager
Premises & Estate Deptt.,
1st floor, B-Wing, Local Head Office
Moti Mahal Marg, Hazratganj
LUCKNOW: 226001
Phone/ Mobile: 0522-2295361
E-mail: agmpne.lholuc@sbi.co.in**

[Note: Only those empaneled contractor who empaneled in **Category-A with SBI LHO Lucknow Circle in the year 2021, are only eligible for this tender]**

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STATE BANK OF INDIA
NOTICE INVITING TENDER
FOR CATERING & CARETAKING SERVICE AT
STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, KANPUR

Sealed tenders are invited on behalf of State Bank of India, Local Head Office, Moti Mahal Marg, Hazratganj, Lucknow-226001, under two bid system i.e. Technical Bid and Financial Bid from Bank's empanelled vendors. The tender may be downloaded from website www.sbi.co.in under procurement news on or before

Details of tender are as under:

1	Name of work	<p>Tender for</p> <ol style="list-style-type: none"> 1. Catering services at SBILD, Kanpur for daily tea, breakfast, lunch & dinner as per Annexure A for: Minimum = 3 persons Maximum = 35 persons (tentative) 2. Caretaking services as per Annexure B, at SBILD, Kanpur for: <ol style="list-style-type: none"> a. The Hostel Block is a separate campus as a distance of around 400 meter from Academic Block. The Hostel block comprising of 9 rooms (4 double-bed, 3 triple bed, 2 four bed rooms), Dining hall, Kitchen, Sports room cum Gymnasium, Store room, Computer room, Reception area, corridors, one guest room, open space etc. b. The Academic Block comprising of AGM's chamber, Admin section, 2 Faculty rooms, One Lecture hall, one Conference/ Multi-purpose halls, two Group Discussion rooms, Library, System room cum conference hall, one Guest room, Tea Lounge, one UPS room, one Guard room, Stationary & Record room, One Lunch Room, toilets and corridors etc. c. However, before tendering tenderer may visit the site where intended services are to be provided.
2	Service period	<p>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.</p>
3	Earnest Money Deposit (EMD)	<p>Rs. 40,000/- (Rupees Forty thousand only) in form of DD/Banker's cheque drawn on any National / scheduled Bank in favour of Assistant General Manager, Premises & Estate Department, State Bank of India, Local Head Office , Lucknow and payable at Lucknow. MSE / Start up units having valid registration certificate issued by competent Govt. authority will be exempted on submission of the same.</p>

4	Security Deposit	The successful Contractor whose tender is accepted by the Bank shall have to deposit a sum equivalent to 5 % of accepted "Annual Contract Value" less the EMD as Security Deposit (SD) in the form of DD/STDR/ FDR / BG issued by any Nationalised / Scheduled Bank favouring "The Director, SBILD Kanpur", 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 07/08/2023 at 02.00 PM in Premises & Estate Department, 1 st floor , Wing-B, State Bank of India, Local Head Office, Moti Mahal Road, Hazratganj, Lucknow -226001 for clarifying doubts, if any. No other mode of communication is applicable for clarification.
6	Last date and time of receipt of technical bids and other documents as specified in the tender (offline)	Up to 3:30 PM on 16/08/2023 at Premises & Estate Department, 1 st floor , Wing-B, State Bank of India, Local Head Office, Moti Mahal Road, Hazratganj, Lucknow -226001 It is the sole responsibility of the bidder to ensure submission of their bid within the cutoff date and time at the specified address. SBI shall not entertain any bid received after the cutoff date & time due to any delay on account of delivery by the courier agency / speed post or any other mode for any reasons whatsoever. Bidders need to submit the hardcopy of technical bid duly signed on all pages along with all relevant documents / enclosures on or before 16/08/2023.up to 03.30 PM.
7	Date and Time of opening of technical bid	Technical bid will be opened at Premises & Estate Department, 1 st floor, Wing-B, State Bank of India, Local Head Office, Moti Mahal Road, Hazratganj, LUCKNOW -226001 on at 3.30 PM or as notified. Bidders or their authorized representative may be present during opening of the technical bids. Even if no bidders or their representatives are present at the time of opening of the technical bids, then also technical bids would be opened as per the schedule in the absence of any or all of the bidders or their authorized representative. After opening, the technical bids will be scrutinized by the tender opening committee on the basis of eligibility criteria as illustrated in the tender.
8	Date and Time of submission of Online Price-Bid 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 online Price Bid. Eligible bidders, after scrutiny of technical bids, will be informed through Bank's approved service provider. Price Bid will be uploaded on Service Provider's Portal https://etender.sbi Service provider - M/s e-Procurement Technologies Limited, Ahmedabad Primary Contact Numbers: - M: 9081000427, 9904407997
9	Address for online submission of financial bids (Price bid)	Bid must be submitted online through Service Provider's portal https://etender.sbi or https://etender.sbi

10	Date and Time of opening of price bid (online)	Eligible bidders, who qualify after scrutiny of technical bids, will be informed through the service provider. They will also be informed about the cutoff date and time up to which the Financial Bid / Price Bid can be uploaded as well as the date of opening. Eligible bidders may upload Financial Bid / Price Bid online through Service Provider's portal https://etender.sbi or https://etender.sbi
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 or as intimated by Director SBILD, Kanpur
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 will 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 Honouring 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.
18	Water & Electricity	Water and Electricity shall be provided by the Bank at a single point. However, further distribution and extension and light fixtures with MCB switches, switch boards, bulb, tube light etc. shall be arranged by the contractor at their own cost, if required.

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 reserves the right to accept / reject any / all tender(s) without assigning any reason thereof. The Bank also reserves the right to reject any bid which, in the opinion of the Bank, is too low or too high or unrealistic for effectively carrying out the obligations required under the terms and conditions of the tender.

-Sd-
The Assistant General Manager
Premises & Estate Deptt.,
1st floor, B-Wing,
State bank of India, Local Head Office
Moti Mahal Marg, Hazratganj
Lucknow: 226001

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 Assistant General Manager, Premises & Estate Department, Local Head Office, State Bank of India, LUCKNOW** and offline) & Price-Bid (**needs to be submitted in online mode only**), in accordance with the procedure detailed herein below. Specified documents shall be sealed in envelope of appropriate size.

1. **Technical Bid (Part – I):** Technical Bid should be submitted in a sealed cover. An envelope marked "Tender for providing catering & caretaking services at SBILD, Kanpur" should contain the documents as listed below

- i. **EMD of Rs. 40,000/-** (as per the prescribed instrument) should be placed in a separately sealed envelope marking EMD on top. Tender without EMD is liable for rejection.
- ii. MSE/Start up unit registration certificate issued by competent Govt. authority to get exemption of submission of EMD, if any.
- iii. Acceptance of terms & conditions of the Bank, as given under various sections duly signed & stamped on each page, without which the tender will be considered as unresponsive and liable for rejection.
- iv. e-mail I.D. and name of the authorized person with contact number
- v. Valid license issued by "FSSAI"

2. **Financial Bid/Price Bid (Part-II):** After scrutiny and evaluation of Technical bid by tender opening committee, online price bid will be conducted by the service provider i.e. M/s e-Procurement Technologies Ltd., Ahmedabad. The date of the financial bid will be informed to the eligible bidders in due course. Bidders should possess valid digital signature certificate beforehand to participate in the online financial bid.

OPENING OF TENDER:

1. **Technical Bid envelope** containing as above (Sr.no i to v) and EMD of **Rs. 40,000.00**, covering letter, relevant documents, terms and conditions will be opened first.

2. After opening of Technical Bid the same will be scrutinized and evaluated by the tender opening committee and those found qualified will be considered eligible to quote Financial Bid / Price Bid which will be conducted in online mode only through the service provider, date and time of which will be advised in due course to the eligible bidders.

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 and time 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 bidders who qualify in technical bid will be opened only through e-tendering conducted by the service provider on the scheduled date which will be informed in due course.

5. 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.

6. Incomplete tender will be summarily rejected.

7. No postal request for issue of blank tenders will be entertained.

8. All other terms and conditions including the penalty clause are mentioned in the tender document.

**Asst. General Manager
Premises & Estate Deptt.
SBI, Local Head Office, LUCKNOW**

INSTRUCTIONS TO TENDERERS

1. The Tender should be submitted in a sealed cover properly sealed, signed and super scribed "Technical Bid Catering & Caretaking Services SBILD Kanpur". The Sealed cover should be addressed to the Assistant General Manager, Premises & Estate Department , 1st floor , Wing-B , State Bank of India, Local Head Office, Moti Mahal Road, Hazratganj, LUCKNOW -226001.
2. The last date of receiving the Technical Bids in sealed cover is as mentioned in NIT.
3. The Technical Bid will be opened first as per schedule given in NIT, and the firms qualified in 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 and time will be advised later). Financial bid of the qualified bidder in technical bid only will be opened.
4. Bidders should note that no change will be permitted in Technical and Financial bids whatsoever, once they are opened and shall remain unchanged till the validity of the offer as given in the NIT.
5. Clarification required, if any, may be obtained during the pre-bid meeting only. However, the bidders may visit the site to gather information about the work with prior permission from the Director, SBILD Kanpur.
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.
8. Corrigendum / addendum, if any, will be published in Bank's website www.sbi.co.in under Procurement news. Bidders should take note of this and regularly visit the site.

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 & caretaking services at SBILD, Kanpur
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A. I / We hereby tender for providing catering & caretaking 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	<p>Tender for</p> <ol style="list-style-type: none"> 1. Catering services at SBILD, KANPUR for daily tea, breakfast, lunch & dinner as per Annexure A for: Minimum = 3 persons Maximum = 35 persons (tentative) 2. Caretaking services as per Annexure B, at SBILD, KANPUR for: <ol style="list-style-type: none"> a. The Hostel Block is a separate campus at a distance of around 400 meter from Academic Block. The Hostel block comprising of 9 rooms(4 double-bed, 3 triple bed, 2 four bed rooms), Dining hall, Kitchen, Sports room cum Gymnasium, Store room, Computer room, Reception area, corridors, one guest room, open space etc. b. The Academic Block comprising of AGM's chamber, Admin section, 2 Faculty rooms, One Lecture hall, one Conference/ Multi-purpose halls, two Group Discussion rooms, Library, System room cum conference hall, one Guest room, Tea Lounge, one UPS room, one Guard room, Stationary & Record room, One Lunch Room, toilets and corridors etc. c. However, before tendering tenderer may visit the site where intended services are to be provided.
Earnest Money Deposit	EMD of Rs. 40,000/- will have to be submitted along with the technical bid in a separately sealed cover marking EMD on top, without which the tender shall be treated as unresponsive and is liable to be rejected (such technical bid will not be evaluated).
Security Deposit	The successful bidder whose tender is accepted by the Bank shall have to deposit a sum equivalent to 5 % of accepted "Annual Contract Value" less the EMD as Security Deposit (SD) in the form of STDR / FDR / BG issued by any Nationalised / Scheduled Bank favouring "The Asst. General Manager- Premises & Estate Deptt., SBI, LHO, LUCKNOW, 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 5 % of accepted "Annual Contract Value" less the EMD as Security Deposit (SD) valid for 13 months in favour of The Asst. General Manager- Premises & Estate Deptt., LHO, LUCKNOW.

D. In case a bidder backs out for any reason during the validity period of the tender, the EMD shall be forfeited without making further reference / communication.

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 & caretaking service at the cost of the bidder.

G. I / We hereby agree: -

i) To abide by and fulfil 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 _____ 2023

Signature of the contractor _____

Address: _____

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 Bed Tea, Breakfast, Mid-Morning Tea, Lunch, Afternoon Tea, Tea & Snacks and Dinner to be mentioned by the Bidder in the price bid). 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 imposed of any court/Tribunal/conciliation proceedings arising on account of any violation by him of the provisions of the said Acts.

Note: The Bidders should ensure to follow the Minimum Wages (Central Govt.), Contractual labour Act & other applicable 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. The onus of obtaining Police verification report or checking antecedents about the labours to be engaged, solely rests with the contractor before engaging them for the contract and must produce such documents to the Bank on demand.

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 & caretaking 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.

ANNEXURE-A

TECHNICAL DETAILS-CATERING SERVICES

SECTION – II

TERMS AND CONDITIONS

The State Bank Institute of Learning and Development (SBILD), Kanpur has two separate campus viz. Hostel Block and Academic Blocks as detailed below:

- a. The Hostel Block is a separate campus as a distance of around 400 meter from Academic Block. The Hostel block comprising of 9 rooms (4 double-bed, 3 triple bed, 2 four bed rooms), Dining hall, Kitchen, Sports room cum Gymnasium, Store room, Computer room, Reception area, corridors, one guest room, open space etc.
- b. The Academic Block comprising of AGM's chamber, Admin section, 2 Faculty rooms, One Lecture hall, one Conference/ Multi-purpose halls, two Group Discussion rooms, Library, System room cum conference hall, one Guest room, Tea Lounge, one UPS room, one Guard room, Stationary & Record room, One Lunch Room, toilets and corridors etc.

However, before tendering, the tenderer may visit the site at his own expense where intended services are to be provided and satisfy himself/ themselves as to the conditions prevalent at the site. No claim or extra charges what so ever on this account shall be entertained / payable by the SBILD under any circumstances subsequently.

As per SBILD's assessment, the minimum number of workers required for caretaking work is Eleven (08), including supervisor, waiters and sweeper room boys, cleaners and an office boy for the academic building. It may, however, be noted that this is only indicative in nature, requirement given here for the benefit of prospective tenderers, so that they get an idea of the likely expenditure on account of wages to be paid by them. The tenderers are free to make their own assessment, before submitting their bids.

Note:

- i) Contractor should engage competent and experienced Manager to manage the Catering & Housekeeping Services in coordination with Bank officer in-charge.
- ii) Contractor should also engage adequate number of experienced/trained Cooks, Mess/ Housekeeping/Sanitary workers, washer-men, etc. to provide the above services to the utmost satisfaction of Bank at the SBILD Kanpur. **Housekeeping services personnel should not be deployed for catering services and vice versa.**
- iii) In whole, the Contractor should engage minimum 08 persons per day for SBILD Kanpur to provide caretaking services at SBILD Kanpur. However, the contractor should engage the required number of relievers in all categories (skilled, semi-skilled & unskilled) to maintain the minimum manpower per day in order to compensate weekly off given to the regular workers as per statutory requirement and no extra payment will be made in this regard.

(I) TERMS OF CATERING

1. The contractor shall provide catering service at SBILD for such number of persons (comprising of trainees and staff members) as shall be attending / participating in the training programs. However, the average number of trainees and staff members on a day when a training program is being conducted may range from 3 to 35. On any special occasion, in case the number of trainees exceeds 35, the contractor shall be bound to provide catering service at the same rate as contracted. Provided however, the exact number of trainees shall be advised to the catering supervisor/Manager designated by the contractor for the purpose, by the SBILD authorities, at or shortly after the commencement of each course. Even during the currency of the course, such number can be varied at the

discretion of the SBILD.

2. The contractor shall serve vegetarian as well as non-vegetarian meals, breakfast, tea, lunch, dinner etc. as per menu given in **Schedule "A"** herein to the trainees at the contracted per trainee, per day rate (inclusive of all overheads, impositions and taxes such as Sales Tax and / or any other tax introduced or levied by the State / Central Government or local bodies, except GST). GST, if any, shall be reimbursed by the Bank on production of receipts.

Further, 50% rate will be charged by the contractor in case trainees are absent for Breakfast, Lunch or Dinner on a particular day subject to advance notice given to the contractor/supervisor/designated staff for breakfast & lunch - the previous evening and, for dinner by 02.00 p.m. the same day.)

To facilitate billing, per trainee contracted rate payable to the contractor will be bifurcated as per the percentage weightage indicated in the TABLE-A, as mutually agreed upon, among the following items and shall be incorporated in the contract agreement. ·

- Bed tea / coffee
- Breakfast
- Mid-Morning tea/ coffee with biscuit
- Lunch
- Afternoon tea/ coffee with baked biscuit
- Evening tea/ coffee with snacks
- Dinner

3. The menu of food including tea and snacks to be served to the trainees will be prepared well in advance and will bear the approval of the Director (SBILD), or other officer authorized by him, and shall broadly conform to **Schedule "A"**.

4. Breakfast, lunch and dinner will be served at the dining hall or on special occasions at venue(s) as instructed by the Director (SBILD) or other officers of SBILD. However, room services, when needed, will be provided by the contractor to the trainees/guests at no extra cost. To those under medical care, the contractor would provide food, other items etc. as recommended by the doctor. Similarly, participants under fasting should be provided suitable food accordingly.

5. Bed tea/ coffee will be served to the trainees in their hostel rooms. Mid-morning, afternoon and evening tea/ coffee will be served at the designated places in the academic building.

6. The rates for serving special Lunch/Dinner and for High Tea, (as per menu given in Schedule "B") shall be admissible as per page no. 29 and incorporated in the contract agreement.

7. The contractor shall provide his own crockery, cutlery and linen etc. after getting the same approved by the Director. The crockery should be of standard make and should be neat and clean. All broken items should immediately be replaced. The contractor would also provide paper napkins, liquid hand wash, towels, etc. in the dining hall.

8. The Bank shall provide necessary accommodation for kitchen, pantry / store-room but no living accommodation will be provided by the bank to the contractor or his employees.

9. The Bank will arrange, at its own cost, water supply for cooking etc. Electricity will not be consumed/ used for cooking. All charges for electricity consumed, if any, for cooking purpose shall be borne by contractor.

10. The food provided to the trainees can be checked at any time by the Director/ Faculty

members or other officials authorized by the SBILD, from time to time.

11. The contractor shall engage sufficient number of persons for kitchen, dining room, room service etc. The contractor shall also ensure that the persons in his employment, and engaged for the purpose, remain in proper and clean uniform and behave decently. The contractor or his representative shall personally supervise his employees in the dining hall, kitchen etc.

12. Usually the training programs are conducted regularly all-round the year. However, the number of trainees may vary from time to time and SBILD does not guarantee any minimum number. If no course runs at the SBILD for more than two consecutive days, the contractor shall be paid Rs 500/-(Rupees Five Hundred only) per day, excluding initial two days, to meet minimum essential services, overheads and other establishment expenses for the period/days in excess of two days. (Initial two days shall not be reckoned for payment.)

13. In case the number of trainees in a particular course is less than 3, the contractor shall be paid 10% of rate quoted per person per day for the number by which number of trainees falls short of 3, for that particular program.

Illustration: Rate per person (All Meals)	= Rs. A (Say)
Numbers of trainees participated	= 2 (Say)
Number of shortfall trainees	= 3-2 = 1

Rates Will be charged as under:-

(i) For 1 Trainees = 10 % of Rs. A X 1 = Rs. B (Say)

(ii) For 2 Trainees = Rs. A X 2 = Rs. C (Say)

Total Rs. = Rs. (B+C)

14. As the trainees are required to report at the SBILD a day earlier, the contractor will make arrangements for their tea, meals etc and shall also provide reception/registration facility. The charges for tea/ meals etc. on the pre-commencement day shall be paid as per the agreed bifurcated rates subject to the provision that in case the number of trainees in a particular course is less than 3 on the pre commencement day, the contractor shall be paid for minimum 3 person per day (Valid only for one day i.e. pre commencement day).

15. The same rates as for trainees, shall be charged for providing catering service to visiting officials and Director(SBILD)/ faculty members joining the visiting official for breakfast, meal(s), tea, etc. and also for faculty members/ other officials, other than the trainees, staying in the SBILD hostel /guest rooms.

16. The agreed rates may be revised (up to 7 % of quoted rates) by the SBILD / Bank, if the agreement is renewed after the initial contract period of one year, in its sole discretion when the SBILD / Bank feels that the rise in price index justifies such a revision. However, such a revision in the agreed rate will not be considered before the period of one years from the applicable date of the agreement. No extension shall be done after two years.

17. The charges for catering will be paid course-wise. However, in case of programs of duration of more than two weeks, payment will be made after two weeks.

18. The supplies made shall be of best quality and shall conform to all laws. The SBILD / Bank shall be the sole judge of the quality of the supplies made
19. The contractor shall also be responsible for regular maintenance and up-keep (including sweeping, washing, cleaning, dusting, polishing etc of wash basins, toilets, floors, wooden/glass surfaces, furniture and fixture) of the dining hall, kitchen and store room / pantry. The dining room shall be mopped and cleaned at least twice a day.
20. The Bank/SBILD will equip the dining hall, kitchen and store room / pantry with furniture, fixtures, electric fittings /appliances, electric bulbs, plumbing fittings, mirrors etc. The contractor will be liable for the loss/breakage of various items as aforesaid and will render proper account for the same. In case Bank / SBILD suffers any loss on this account, the contractor will reimburse the Bank for the said losses/damages. Provided, however, the contractor will not be liable for the losses / breakage arising out of negligence, mishandling or omissions/commissions of the trainees or employees of the bank and/or due to any other extraneous reasons.
21. The contractor shall maintain proper record of all the articles received by him from the Bank/ SBILD which will be inspected by the Director (SBILD) or any official authorized by him, from time to time and dully endorsed by SBILD/Bank Officials.
22. A solar water heater (with electric back-up) has been installed in the hostel block. In the event of non-functioning of the heating system, the contractor shall supply hot water to the trainees/guests till the system is repaired.
23. The Mess will be situated within the premises of SBILD, Kanpur. 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.
24. Kitchen equipment, utensils, cutlery, crockery, furniture, fittings, etc. will be provided by the contractor 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 and also ensure the safety & security of the same of the contractor itself to avoid any untoward incident. 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. 2000.00 (Rupees Two thousand only).
25. 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.
26. 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.
27. 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.

28. 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.

29. 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.

30. The contractor shall not make use of the premises for any illegal, immoral or unlawful purpose.

31. 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 fulfilment 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.

32. 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.

33. The contractor will provide uniforms with company logo 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.

34. 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.

35. 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.

36. After the completion of required Police verification etc. and submission of required documents to the bank, the employees of the contractor will be issued identity card, 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.

37. 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.

38. 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.

39. Bank reserves the right to forfeit the amount deposited as Security Deposit for noncompliance 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.

40. Further if any official visited at the SBILD other than training purpose (Viz Inspection/Audit/Role Based Programme, etc), in that case, the cost of tea, breakfast, lunch, and dinner will be charged on actual basis as per approved rates of guest house in Lucknow Circle (Rate list will be provided to the shortlisted firm).

III. 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, may be renewed for further 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 up to 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 up to 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.

(a) The Contractor should adhere to the provisions of the Provident Fund Act, the Minimum Wages Act and other such acts which are applicable.

(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.

(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, Kanpur. 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. 5,000.00 per instance will be imposed on hair found in the food.

9. It is desirable to have 1 cook & 1 assistant cook per 35 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. The requirement is indicative and the payment for the manpower should be made by the contractor following all government rules/regulations. The cost should be included in the catering quoted rates for per person basis, Bank will not make any separate payment for cook, assistant and helper.

10. The timings, menu and price of any extra item, if required on any day, would be determined by the Mess Committee, SBILD, Kanpur 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, Kanpur.

13. Non-Vegetarian food will be cooked and served separately.

14. Procurement of good quality provisions and other consumables is the responsibility of the caterer.

15. Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the caterer.

16. The Contractor shall attend a monthly meeting of the mess committee, or as and when called, failing which a penalty up to Rs. 3000.00 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.

17. A maximum of 5 workers will be allowed night stay for preparation of breakfast.

18. 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, Kanpur 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. 1500.00 per instance will be imposed.

SECTION – IV

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,
56-A Turner Road, Cantt.
Kanpur.

SCOPE OF WORK

Providing catering services at SBILD Kanpur as given below:

Minimum No. 3 persons with a provision for

Maximum No. Tentative 35 persons

or actual turnout at any day. In case of turnout less than 3, payment will be made as illustrated under paragraph 13 & 14 of Terms of catering (Page no. 14 and 15).

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. A list of brands of materials to be used is 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. No other persons will be allowed without prior permission of the Bank, and if it found in any instance penalty of Rs.2000/- will be imposed on the contractor.

UNIFORM

The contractor will provide two sets of uniform with logo 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 authority's 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 fulfil 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 the court at Kanpur (UP) India only.

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 Kanpur 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 prejudices 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 endeavours 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 up to Rs. 2,000.00 per instance.
2. Insects cooked along with food would invite a fine up to Rs. 5,000.00
3. Any complaint of soft objects like hair, rope, plastic, cloth etc. in food will attract a fine up to Rs.2,000.00 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. 2,000.00 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 up to Rs.5000.00 per incident.
6. Three or more complaints of unclean utensils in a day would lead to a fine of Rs. 2,000.00 on the caterer.
7. If mess council agrees that certain item of a meal was not cooked properly then a fine up to Rs. 2000.00 would be imposed on the caterer.
8. Food poisoning, shall invoke a hefty fine up to Rs. 25,000/- 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 up to Rs. 2,000.00 would be imposed on the contractor. The timing for that meal will be extended equivalent to delay time.
10. Changes in menu of any meal without permission of mess committee would result in a fine up to Rs. 2,000.00 on the caterer.
11. If the quality of milk is not found up to be appropriate, or it is diluted, a fine up to Rs. 5,000.00 would be imposed.
12. Inappropriate personal hygiene of workers including their dress and or misbehaviour by workers etc. will lead to fine up to Rs. 3,000.00 on caterer for every instance.
13. Failure to maintain a proper health check-up (annually) of the workers will attract a fine up to Rs. 3,000.00 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 up to Rs. 5,000.00 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, Kanpur.

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.

The Bank will provide the contractor for catering & caretaking service suitable premises, electricity and water for the services. 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.

SCHEDULE-A**RULES PERTAINING TO THE DAILY FUNCTIONING OF THE MESS**

Timings for the mess are as under:

	Time From	Time To
1. Early Morning Tea Biscuits Bed tea/coffee: Served in the rooms — one/two cups per head. (Tea will be served in flasks. Coffee powder and sugar will be served separately.)	06.00 A.M.	07.15 A.M.
2. Breakfast	08.00 A.M	09.30 A.M
3. Mid-Morning Tea/Coffee with Biscuits to be served at identified place in academic building	11.30 A.M	11.45 A.M
4. Lunch	01.15 P.M	02.30 P.M.
5. Afternoon Tea/Coffee with Biscuits	03.45 P.M	04.00 P.M.
6. Evening Tea with Snacks	05.15 PM	06.00 PM
7. Dinner	08.00 P.M	09.30 P.M

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

SCHEDULE "B"**1. SPECIAL LUNCH/DINNER MENU:**

- i. Soup –Veg/Non Veg
- ii. Special non-vegetarian dish (Chicken/ Mutton)
- iii. Special vegetable curry (Kadhai Paneer/ Matar Paneer/Paneer Korma)
- iv. Special dry vegetable
- v. Dahi bada/ Pineapple Raita/Mix Fruit Raita
- vi. Paneer Pulao/Veg Pulao/Jeera Rice
- vii. Nan/Rumali roti/Tandoori roti /Puri/Chapati/Missi roti
- viii. Dal Fry/Dal Makhani
- ix. Salad
- x. Pickles/Chutni
- xi. Papad
- xii. Ice-Cream (50 gram cups of Kwality Walls/ Vadilal/ Amul and/or Ras malai — 2 Pieces (each piece of 50 grams)
- xiii. Mouth freshener

HIGH TEA MENU:

2 Sweets / Pastry
Cutlets or biscuits (of reputed brands or from standard bakeries) &
Sandwiches
Salted cashew nuts (Kaju)
Tea/Coffee

Rates admissible for Special dinner shall be 150 % of accepted rates of dinner.

Rates admissible for High Tea shall be 200 % of accepted rates of Evening Tea with snacks.

Individual items in the food packets will be properly packed in aluminium foil and will contain tissue paper and disposable spoon etc. The rates of lunch/dinner packets would be the same as for lunch/dinner (according to bifurcated rates incorporated in the agreement).

The timings of serving of meals for High Tea and Special Lunch/Dinner will be as under or as advised by the Director (SBILD).

SCHEDULE OF QUANTITIES

Day	Bed Tea	Breakfast	Tea	Lunch	Afternoon Tea	Tea with snacks	Dinner
MON	Tea with Biscuits	1. Bread/Toast (4 Piece), Butter & Jam/ Jelly 2. Stuffed Prantha (Aloo / Gobhi / Muli) with Curd/Poori Sabji/Idli and Chatani/Dosa with Sambhar/Chhole Bhature any one item on any day 3. Omelet (2 Eggs)/Boiled/Fried Eggs (2 Nos) per head any one item 4. Tea / Coffee 5. Corn Flakes & milk	Tea with 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 with Biscuits	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 with Biscuits	1. Bread/Toast (4 Piece), Butter & Jam/ Jelly 2. Stuffed Prantha (Aloo / Gobhi / Muli) with Curd/Poori Sabji/Idli and Chatani/Dosa with Sambhar/Chhole Bhature any one item on any day 3. Omelet (2 Eggs)/Boiled/Fried Eggs (2 Nos) per head any one item 4. Tea / Coffee 5. Corn Flakes & milk	Tea with 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 with Biscuits	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 with Biscuits	1. Bread/Toast (4 Piece), Butter & Jam/ Jelly 2. Stuffed Prantha (Aloo / Gobhi / Muli) with Curd/Poori Sabji/Idli and Chatani/Dosa with Sambhar/Chhole Bhature any one item on any day 3. Omelet (2	Tea with 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	Tea with Biscuits	Tea/ Coffee Kachori	1 Green Salad 2 Bhindi 3 Paneer Handi 4 Mutton 5 Urad Chana Dal 6 Plane Rice 7 Roti

		Eggs)/Boiled/Fried Eggs (2 Nos) per head any one item 4. Tea / Coffee 5. Corn Flakes & milk		Cream			8 Papad 9 Sweet Sevian
THU	Tea with Biscuits	1. Bread/Toast (4 Piece), Butter & Jam/ Jelly 2. Stuffed Prantha (Aloo / Gobhi / Muli) with Curd/Poori Sabji/Idli and Chatani/Dosa with Sambhar/Chhole Bhature any one item on any day 3. Omelet (2 Eggs)/Boiled/Fried Eggs (2 Nos) per head any one item 4. Tea / Coffee 5. Corn Flakes & milk	Tea with Biscuits	1 Green Salad 2 Sweet Corn Soup 3 Mix Veg 4 Paneer do pyaja 5 Pili Dal 6 Veg Pulao 7 Roti 8 Dahi Bhalla 9 Papad 10 Ice Cream	Tea with Biscuits	Tea/ Coffee Moong Dal Pakora	1 Green Salad 2 Aloo Gobhi 3 Curry Pakoda 4 Chana Dal 5 Jeera Rice 6 Roti 7 Papad 8 Moong Dal Halwa
FRI	Tea with Biscuits	1. Bread/Toast (4 Piece), Butter & Jam/ Jelly 2. Stuffed Prantha (Aloo / Gobhi / Muli) with Curd/Poori Sabji/Idli and Chatani/Dosa with Sambhar/Chhole Bhature any one item on any day 3. Omelet (2 Eggs)/Boiled/Fried Eggs (2 Nos) per head any one item 4. Tea / Coffee 5. Corn Flakes & milk	Tea with 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 with Biscuits	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
SAT	Tea with Biscuits	1. Bread/Toast (4 Piece), Butter & Jam/ Jelly 2. Stuffed Prantha (Aloo / Gobhi / Muli) with Curd/Poori Sabji/Idli and Chatani/Dosa with Sambhar/Chhole Bhature any one item on any day	Tea with 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 with Biscuits	Tea/ Coffee Bread Pakora	1 Green Salad 2 Aloo Methi 3 Shahi Paneer 4 Moong Dal Dhuli 5 Jeera Rice

		3. Omelet (2 Eggs)/Boiled/Fried Eggs (2 Nos) per head any one item 4. Tea / Coffee 5. Corn Flakes & milk					6 Roti 7 Papad 8 Gulab Jamun
SUN	Tea with Biscuits	1. Bread/Toast (4 Piece), Butter & Jam/ Jelly 2. Stuffed Prantha (Aloo / Gobhi / Muli) with Curd/Poori Sabji/Idli and Chatani/Dosa with Sambhar/Chhole Bhature any one item on any day 3. Omelet (2 Eggs)/Boiled/Fried Eggs (2 Nos) per head any one item 4. Tea / Coffee 5. Corn Flakes & milk	Tea with 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 with Biscuits	Tea/ Coffee Aloo Banda	1 Green Salad 2 Jeera Aloo 3 Karahi Paneer 4 Moong Masoor Dal 5 Plane Rice 6 Roti 7 Papad 8 Ice Cream

*In case a prescribed vegetable is not available, any seasonal vegetable may be served, subject to prior approval of Mess Committee.

** 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.

If the participants desire change in serving of non-vegetarian food from lunch to dinner, the same may be done in consultation with the Director (SBILD). The menu will be approved by the Director (SBILD) or by the official authorized by him, well in advance.

Mouth freshener should be available at the counter in the dining hall every time.

In case any of the participants notifies the contractor at the beginning of the day that she/he is on fast, sufficient quantity of milk, fruits etc will be provided to her/him in lieu of meals, without extra cost.

MAKES / BRANDS OF CONSUMABLES PERMISSIBLE

The contractor shall buy, at his own cost, good quality grocery, vegetables, fruits, pulses (*dal*) and non-vegetarian items. He shall use the items of the brand or make as mentioned below (or of comparable brands/quality) against each item:

- Salt: Tata/ Annapurna/ Nature fresh
- Spices: M.D.H. Masala/ Catch/ Goldiee/ Everest/ Ashoka/ Tata Sampanna
- Chicken: Licious/ Venky's Chicken/ Godrej Real Good/ Zorabian/ Suguna/ Al Kabeer
- Ketchup: Maggi/ Kissan/ Heinz
- Refined Oil (Sunflower): Sundrop/ Saffola/ Fortune/ Dhara/ Emami
use of Hydrogenated (Vanaspati) oil is strictly prohibited
- Pickle: Mother's/ Pravin/ Priya/ Nilon's/ Ashok/ Kissan /Nilon's/ Arora
- Atta: Ashirvad/ Pillsbury/ Annapurna/Shakti Bhog
- Instant Noodles: Maggi/ Ching's
- Flavoured drinks: Roohafza/ Mapro
- Papad: Lijjat
- Butter: Amul/ Mother Dairy/ Verka/Parag/Nutralite
- Bread: Modern, Kwality, Wibs Gomti/ Britannia/ Kalory/ Family/Bran O
- Cornflakes: Kellogg's/Mohan Meakins
- Jam: Kisan/ Mapro/ Maggi/Tops
- Ghee: Amul/ Mother Dairy/ Britannia/ Everyday/Dabur/Gowardhan
- Shrikhand: Amul
- Frozen yogurt: Mother Dairy/Amul
- Cow Milk: Amul/ Mother Dairy/Parag/ Gyan
- Paneer: Amul/ Mother Dairy/Ashirvaad/Gowardhan
- Tea: Brooke Bond/ Lipton/ Tata/ Taaza/Tetley (Tea Bag)/Taj Mahal
- Coffee: Nescafe/ Bru/Tata
- Ice Cream: Amul/ Mother Dairy/ Kwality Walls/Vadilal/Baskin Robins
- Soya: Nutrella
- Frozen Peas: Safal (offseason)/ Al kabeer
- Cheese: Amul/ Mother Dairy/ Britannia/ Verka
- Basmati Rice (Sabut): Daawat/India Gate/Fortune/Saffina
- Mustard Oils: Fortune/Kachchi Ghani/Bail Kolhu/Dalda
- Biscuit: Britannia/Parle/Sun Feast/Cadbury/Unibic/

These items shall be subject to verification at any time without notice by the SBILD or by its authorized committee, whose recommendations shall be final and / or acceptable by the contractor for any action that it may so decide.

ANNEXURE-B (TECHNICAL DETAILS-CARETAKING SERVICE)

I. TERMS OF CLEANING, MAINTENANCE & HOUSEKEEPING

1. The contractor will be paid a fixed sum as quoted by the bidder including the amount as per minimum wages rates (inclusive of all overheads, imposition and taxes such as Sales Tax or any other tax introduced or levied by the State/Central Government or local bodies, and exclusive of Goods & Service Tax), by the 7th day of the subsequent month, for Cleaning, Maintenance & Housekeeping services detailed in the following paragraphs. GST, if any, shall be reimbursed by the Bank on production of receipt
2. 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 caretaker.
3. The agreed rates may be revised by the SBILD/Bank as per the revision on the minimum wages after expiry of one year, if the agreement is renewed after the initial contract period of one year, in its sole discretion when the SBILD/Bank feels that the rise in price index justifies such a revision. However, such a revision in the agreed rate will not be considered before the period of one year from the applicable date of agreement. Only rates for escalation in the minimum wages, PF contribution and ESIC contribution shall be revised no revision shall be done in the contractor profit quoted by the bidder.
4. The contractor shall provide bed room linen consisting of bed sheets, chadar (top sheets), bed cover, pillow covers, quilt covers/blanket cover, bathroom linen consisting of bath towels (size 75cmx150cm) & hand towels (40cmx60cm) (all of these item should be of reputed brands like Bombay Dyeing/ DCM/ Welspun /Trident/Peter England Signature/Monte Carlo, bath mats (reputed makes) etc. in hostel rooms/ guest rooms. The contractor shall also regularly supply toilet soaps of reputed companies like HUL/ Godrej/ Reckit & Benckiser/ITC etc. to each trainee/ guest. Liquid hand wash and deodorant cakes like Odonil etc./ balls will be supplied in all the attached bathrooms to hostel rooms/ guest rooms/Director (SBILD) room, as well as in all the common toilets in the hostel & academic building. The contractor shall also provide toilet paper, cleaning material like brooms, dusters, washing powder, Jharan, harpic, phenyl cleaner (of Bengal Chemical Co.) and also Finite/ Baygon spray and deodorants in hostel/guest/class/all rooms of administrative/academic blocks including Director (SBILD)'s chamber
5. The contractor shall also be responsible for laundry and cleaning of linen (including curtains, sofa covers, chair covers, tables covers etc.) of hostel rooms, guest rooms, Director(SBILD) room, bathrooms attached to these rooms and other rooms/ halls.
6. In addition, the contractor shall provide mosquito repellents (like Good Knight/All out mats/ liquid) for each hostel room/ guest room.
7. The Bank shall provide a store room but no living accommodation will be provided by the Bank to the contractor or his employees.
8. The contractor shall replace the hostel rooms/ bath rooms linen with fresh linen every 3rd day if the duration of the programme is 3 days or more and at the end of each programme, in case the duration is less than 3 days. The bed room linen and bathroom linen should be clean and hygienic. Under no circumstances should old, faded and worn-out items be supplied to the trainees/ guests. In case of the guest room in the academic building, the bed room linen and bathroom linen shall be replaced every time a new guest is allotted the room.
9. The contractor shall engage number of persons as mentioned in the tender for cleaning, maintenance & housekeeping. The contractor shall also ensure that the persons in his employment and engaged for the purpose remain in proper and clean

uniform and behave decently. The contractor or his representative shall personally supervise the work of his employees.

10. In addition to the staff required by him at the hostel/ academic blocks of SBILD, the contractor will entrust one of his employees the job of supervising their/ his other employees and ensuring compliance of the terms and conditions of the contract.

11. From among the staff employed by the contractor, at least one employee will be stationed in the academic block during office hours to work as office boy to attend to miscellaneous tasks like preparation of programme files for the trainees, bulk photocopying etc.

12. As the trainees are required to report at the SBILD a day earlier, the contractor will make proper arrangements for receiving them and their registration at the reception desk. The contractor will keep the contractor informed of the trainees/ guests arriving, so as to enable the contractor to make arrangements for their tea/ meals etc.

13. The contractor shall ensure that proper and courteous service is provided at the reception counter in the hostel. Service at the counter shall include keeping of proper records of trainees in the register, ensuring correct date and time of check-in & check-out and allotment of rooms as per instructions/ guidelines.

14. The contractor shall also be responsible for maintenance and up-keep (including sweeping, washing, cleaning, dusting, polishing, etc. of toilets, walls, floors, wooden/ glass surface, carpets, furniture and fixture also ensure shoes polishing machines and its refill etc. if available at the site) of entire academic block and hostel block of the SBILD premises. All the rooms, class rooms, Balconies, toilets, corridors, staircases of campus etc. shall be swept and mopped every day. The dining room, common toilets and passages of the academic block shall be mopped and cleaned at least twice a day. Hostel rooms are to be cleaned, mopped and dusted daily. Bathrooms/ toilets are to be cleaned with good quality disinfectants and cleaning material (Harpic, Sani fresh etc.) daily. The contractor will arrange regular removal of cobweb and dusting of furniture & fixture. Shifting of furniture, if required, will be done by the contractor's employees.

15. The Bank/SBILD will equip the hostel/ guest room, bathroom, dining hall and other rooms. With furniture, fixture, mattresses, pillows, quilts/blankets, electric fittings/fixtures, ACs, electric bulbs, plumbing fittings, mirrors, thermos flasks, glasses, water jugs, water tumblers, coasters, plastic buckets, plastic mugs, waster paper baskets, pest control equipment's, heaters, table lamps with bulbs, small flasks, hangers etc. It will be the contractor's responsibility to see that the inmates of hostel/ guest rooms are not put any inconvenience for want of aforesaid articles.

16. The contractor will be liable for the loss/ breakage of various items as aforesaid and will render proper account for the same. In case Bank/SBILD suffers any loss on the account, the contractor will reimburse the Bank for the losses/ damages. Provided, however, the contractor will not be liable for the losses/ breakage arising out of negligence, mishandling for omissions/ commissions of the trainees or employees of the bank and/ or due to any other extraneous reasons.

17. The articles referred to in Para 15 will be supplied in the required quantity by the SBILD and will be replaced as and when needed, after the SBILD is satisfied that the replacements are necessary.

18. The contractor shall maintain proper record of all the articles received by him from the Bank/SBILD which will be inspected by the Director (SBILD) or any official authorized by him, from time to time.

19. The contractor shall use ecofriendly material (like Green Pro/Green Seal certified) in cleaning. Invoice for purchase proof of green material must be submitted with the monthly bill of caretaking.

20. In case organic waste material recycle/disposal machine is installed by the Bank then operation shall be under the caretaking and catering contractor. The segregation of dry and wet waste material shall be done by the contractor.

(II) OTHER TERMS & CONDITIONS

1. Before commencement of the work, the tenderer must have complied with all labour laws and must have obtained all licenses/approvals/permissions from all statutory authorities including Municipal/Labour/P.F./Income Tax/GST/Sales Tax/Commercial Tax/ESI Deptts., to carry on the business of catering and housekeeping.

2. The tenderer should possess necessary labour contract license to carry out the work.

3. The tenderer should possess valid Provident Fund Registration Number under EPF Act 1952 with EPFO, a valid ESI and valid ESI Registration Number under ESI Act 1948 with ESI authorities, in Uttar Pradesh and a valid up-to-date license under the contract labours Act.

4. The tenderer should obtain requisite permission/license for providing housekeeping and catering services from concerned departments of Central/State/Municipal Authorities/any other Authority.

5. The tenders from Individuals/Firms/Organizations including their Partners/Shareholders/Directors who have been blacklisted/ prosecuted by any departments/statutory bodies, anywhere in India or by any Court of Law, shall not be entertained.

6. The contractor must have sufficient number of experienced staff to carry out the contracted job. The contractor will provide uniforms to his employees at his own cost. The uniforms supplied by the contractor should be clean and in good condition. Washing/laundry charges will be borne by the contractor

7. Only the employees, who have been provided with identity cards by the contractor, will be entitled to enter the premises of SBILD / Bank. However, they will be subject to checking at any or every time of their entry or exit by SBILD/ Bank's security personnel and such checking will also include physical search.

8. The contractor shall ensure proper service to the trainees/guests in the dining hall and in the hostel /guest rooms of the SBILD as well as Academic block.

9. The portion of the SBILD premises used by the contractor must be kept in perfect hygienic, conditions and the contractor shall under no circumstances throw the garbage, waste and/or any discarded substance within the premises and/or on the land/ lawns/apartments located in the State Bank Campus

10. Violation of the terms/conditions pertaining to catering shall automatically result in 10% deduction from the catering bill for the period, subject to a maximum of Rs.1000/- in each case. A flat penalty of Rs.1000/- per occasion will be imposed by the Director(SBILD) for non-maintenance of quality/quantity, delayed or poor service, besides disallowing payment for items of inferior quality served or for any item not served at all.

11. Similarly, violation of the terms/conditions pertaining to cleaning, Maintenance & Housekeeping shall automatically result in upto 10% deductions from the bill for the month. A flat penalty of Rs. 1000/- per occasion (subject to maximum of 10% of the bill for the month) will be imposed by the Director, SBILD for any deficiency in service

including non-maintenance of quality/ quantity, delayed or poor services.

12. The contractor would employ his/her/their own 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/ her/ them 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 SBILD/Bank so as to provide the best service. Every employee of the contractor shall be provided with identity card of the contractor (distinct from the SBILD/Bank's identity cards) at the contractor's cost.

13. The persons engaged by the contractor for the services to be provided under the contract shall not be deemed or be construed as workmen of the State Bank Institute of Learning & Development(SBILD) or State Bank of India and the SBILD or State Bank of India shall not have any control over the conduct and performance of such persons engaged by the contractor and shall not be responsible for the payment of any wage or other remuneration whatsoever or statutory payments to such persons; nor shall the bank be responsible for the payment of any compensation / damages on account of any mishap to any of the persons engaged by the contractor during the course of his / her engagement by the contractor under the agreement and should the State Bank Institute of Learning & Development(SBILD) or State Bank of India be obliged to pay any compensation any penalty or any other law under any law or direction of any authority, the contractor will undertake to reimburse all such sums of money that the State Bank Learning Center or State Bank of India shall be so obliged to pay by way of compensation / damages. The State Bank Learning Center or State Bank of India shall not be responsible or liable in case any dispute arises between contractor and his employee and no relationship of employer or employee shall come into existence between the Bank & agency i.e. contractor.

14. The contractor shall be responsible for the acts and omissions of the persons employed by him and will also make good of any losses, which the SBILD /Bank may sustain due to negligence of his employees. The contractor or his representative will exercise personal supervision over his staff and shall also take full responsibility for their wages, claims etc.

15. The intention of inviting the tender is housekeeping and to provide food, meals and other items to the participants at the SBILD and in no way the terms and conditions should be construed to cover Bank's day to day activities or any other ancillary activity what so ever.

16. The contractor shall forfeit his/her/their right over the aforesaid security or any part in case of any breach/ non-observance of the terms and conditions of the agreement, and for any loss/damage incurred by the bank due to the negligence of the contractor or his employees. The loss/damage shall be adjusted against the security, provided that if the loss/damage suffered by the Bank exceeds the amount of the aforesaid security, the difference shall be payable by the contractor and recoverable by the Bank from the contractor.

17. In case the contractor fails to discharge any of his obligation under the agreement (relating to housekeeping and catering) upto the level of performance desired, Bank/SBILD will have the right to get the job done (at the level of performance desired by the Bank) at its own expense and recover the actual expenses from the amounts payable to the contractor under the agreement. Also if the contractor fails to supply goods and services as per agreed terms and condition, then Bank will imposed the penalty upon the contractor as per relevant clause of this tender and also deduct the amount from the monthly billing equivalent to the services/goods hired/procure by the Bank from the open market.

18. The catering and housekeeping agreement shall remain valid for a period of one years with retrospective effect, from the date of the agreement. However, Bank or Contractor can terminate the agreement by giving three months' notice in writing.

19. If the Bank/ SBILD in its sole discretion feels that any of the conditions/clauses in the

agreement has/have been breached/violated by the contractor, the Bank shall have the absolute right to terminate the agreement by giving 3 months' notice to the contractor. Apart from the aforesaid, the Bank shall also have the right to impound the Security Deposit mentioned in NIT. The conditions mentioned in the schedule for compliance (Schedule 'B') shall be sole responsibility of contractor providing services under the agreement.

20. The contractor shall take full and exclusive responsibility for the wages, service conditions, claims, damages and compensation to the employees under his employment and utilized by him for the purpose of housekeeping and catering services and shall ensure that the provisions of relevant legal enactments like Contract Labour (Regulation & Abolition) Act, 1970; Minimum Wages Act, 1948; Inter-State Migrant Workmen (Regulation of employment and condition of service) Act, 1979; Employees State Insurance Act, 1948; Employees' Provident Fund & Miscellaneous Provision Act, 1952; Payment of Wages Act, 1936; Workmen Compensation Act, 1923; Payment of Gratuity Act, 1972; Equal Remuneration Act, 1976; Industrial disputes Act 1947; Child Labour (Prohibition & Regulation) Act, 1986; Payment of Bonus Act, 1965; and any other labour, legal or other Enactment not specified hereinbefore but applicable to his establishment, will be fully complied with at all the times.

21. A formal agreement, containing terms and conditions, shall be executed and entered by the contractor, besides complying with other legal formalities.

22. Proprietor / Director / Authorized representative (KANPUR Division) of contractor to insure that they visit the SBILD, Kanpur minimum 01 times in every month.

23. Notwithstanding anything contained herein above the contractor / contractor shall make timely payment of wages to the contract labours and shall ensure compliance of the specific labour law stipulations as detailed in Schedule 'C' hereunder.

SCHEDULE 'C'

The contractor shall, inter alia, ensure compliance of various Labour Law stipulations, as follows:

Payment of Wages

The contract labours engaged by the contractor shall not be paid less than the minimum wages as stipulated by Govt. from time to time. These wages are inclusive of payment for weekly rest days and shall be paid before expiry of the 7th day after last day of the wage period. The salary & benefits payable by the contractor to the workers should be either paid by cheque or are paid into their bank accounts directly.

Over Time Wages

The labours shall be paid overtime wages, if required to work for more than 8 hrs on any day or 48 hrs during a week, @ twice the above wages proportionately, for extra no. of hours worked. If asked to work on weekly rest day they shall be paid in addition to overtime wages.

Weekly Rest Day

i) Each labour shall be allowed a day of rest every week provided he has worked for a continuous period of 6 days. If need be, weekly off may be staggered.

ii) Weekly rest day shall normally be Sunday but contractor / contractor may fix any other day of the week as the rest day for any employee or class of employees.

iii) Relieve arrangement on rest days to be made by the contractor.

Identity Card

Each labour engaged shall be issued identity card by the contractor having attested photo of the labour, date of birth, father's/husband's name, address, date of initial appointment, designation/category, rate of wages paid, name and address of person to be contacted in case of any emergency along with telephone no. etc.

Register of Contract Labour Engaged

A register of contract labours employed shall be maintained by the contractor with photographs duly attested, permanent residential address, date of birth, father/husband name, date of appointment, category, rate of wage, date of termination of service and reason there for in brief etc.

Miscellaneous

- i) The contractor shall submit a copy of details of contract labours engaged by him as well as copies of wage sheets after each periodical payment to the principal employer.
- ii) The principal employer or his authorized representative shall have authority to check whether the provisions of the agreement or labour laws applicable are being implemented/complied by the contractor or not. In case of non-compliance, the contractor shall be liable to pay penalty of Rs.1000/- on each occasion if not rectified within time stipulated.
- iii) The contractor shall declare and undertake that in case any liability pertaining to the contract labour/employees engaged by him for the aforesaid work, is to be discharged by the principal employer for any lapse or non-compliance of any provision of any labour/other laws, he will either reimburse the same to the principal employer or it shall be lawful for principal employer to deduct the same from any of his dues/money as may be payable.
- iv) The contractor/ service provider shall not employ any person below the age of 18 years.

MANPOWER DETAILS TO BE DEPLOYED FOR CARETAKING IN SBILD KANPUR

(A) For academic block:

01 no office boy for office work (**Semiskilled worker**)

01 no. sweeper for toilet cleaning and campus cleaning of academic block (**unskilled worker**)

Subtotal: 02 [01 Semiskilled + 01 Unskilled]

(B) For Hostel Block:

01 Waiter/Room Boy (**unskilled worker**)

01 no sweeper for sweeping and cleaning of hostel block and outside campus area other than garden. (Unskilled workers)

03 no. for room service and reception work 24*7 (One in each shift of 8 hours) [**Semiskilled**]

Subtotal: 05 Nos. [02 Unskilled + 3 Semiskilled]

(C) **Supervisor: 01 No. (Skilled)** for administrative block & hostel block

(D) **Total manpower: 08 nos.** (03 unskilled + 04 semiskilled + 01 Skilled)

Note: This manpower shall not be used in catering work in any condition in hostel / academic block.

**ESTIMATED COST FOR ANNUAL MAINTENANCE CONTRACT(AMC) FOR
CARETAKING FOR SBILD KANPUR**

S. No	Manpower description	Category type	Min. Wages Per Worker applicable for building operation (BASIC +DA) per day	EPF @13.0 %	ESI@ 3.25%	Total Min. Wages Per Manpower (Per Day)	Manpower requirement (Qty)	considering 30 working days	Total Monthly Wages in (Rs.)(min wages including ESI, EPF)	Remarks (if any)	
C1	C2	C3	C4	C5= (0.13 *C4)	C6= (0.325 *C4)	C7= (C4+ C5+C6)	C8	C9	C10= (C7*C8* C9)		
1	Supervisor	Skilled	897	116.61	29.15	1042.76	01	30	31282.80		
2	Reception work	Semiskilled	816	106.08	26.52	948.60	04	30	1,13,832.00		
2	Sweeper/Cleaner	unskilled	736	95.68	23.92	855.60	03	30	77,004.00.00		
							Part A	Rs	2,22,118=80		
		Profit/admin charges/office establishment charges/stationary etc.(Rs)									
		Total amount (PART A + PROFIT/ADMIN CHARGES)									plus GST
		Rs									T

The above table is for calculation of estimation for caretaking services as per minimum wages rates. The bidder should not fill the above profit/admin charges in hard copy. The profit and admin charges should be fill in online form only.

(PART-II) FINANCIAL BID (SAMPLE)

SCHEDULE "A" (Contd.)

Break — up of Catering Charges (Per Day, Per Head)

(Vide Point 2 of Terms of Catering)

SL. No.	Item Head	Amount(Exclusive of GST)
1	Bed Tea / Coffee	Rs.
2	Breakfast	Rs.
3	Mid-Morning Tea / Coffee	Rs.
4	Lunch	Rs.
5	Afternoon Tea / Coffee	Rs.
6	Evening Tea / Coffee With Snacks	Rs.
7	Dinner	Rs.
Total		Rs. (RupeesOnly)

SCHEDULE"B"

Rates of Caretaking services

SL. NO.	ITEM HEAD	Per Month Rate (Exclusive of GST)
1	Caretaking Service only profit/admin charges(A)	Rs.
Total		Rs.

SCHEDULE "C"

S.N	Description	Periodicity	Unit	Quantity	Rate per unit (Rs.)	Amount (Rs)
1	Soft Broom Gala/Kleenal or equivalent approved by the bank	Monthly	Nos.	08		
2	Hard Broom Gala/Kleenal or equivalent approved by the bank	Monthly	Nos.	05		
3	Kitchen Wiper of Amco/Lleenal/Gala or equivalent approved bythe bank	Monthly	Nos.	02		
4	Floor Wiper (Fibre) of Amco/ Kleenal/ Galaor equivalent approvedby the bank	Quarterly	Nos.	03		
5	Feather brush of Amco/Kleenal/Gala or equivalent approved bythe bank	Monthly	Nos.	02		
6	Harpic/ Sanifresh or equivalent for toilet cleaning	Monthly	liters.	08		
7	Multipurpose cleaning material (Phynel with pleasant odor or equivalent as approvedby the bank)	Monthly	liters	10		
8	Dust Pan (Plastic)	Yearly	Nos.	06		
9	Glass duster of approved quality	Monthly	Nos.	08		
10	Naphthalene balls of good quality	Monthly	Kg.	05		
11	Garbage bags of good quality(medium size)	Monthly	Nos.	225		
12	Garbage bags (Large size)	Monthly	Nos.	60		
13	Hand Wash Liquid soapof Detol /Savlon/Life boy	Monthly	liters	05		
14	Urinals cubes	Monthly	Packets	02		
15	Room Fresheners(Park Avenue)	Monthly	Nos.	06		

16	Floor duster	Monthly	Nos.	10		
17	Toilet Cleaning brush	Quarterly	Nos.	02		
18	Bathroom Air Fresheners cake of Odonil/ Godrej/ AER (100gms)	Monthly	Nos	12		
19	Bleaching Powder	Monthly	Kg	02		
20	Kolin for glass cleaning (500 ml bottles)	Monthly	Nos.	04		
21	Bathing soap (Small size. 15 gram weight) Godrej/ Medimix/Lux/Sinthol/Detol	Monthly	Nos.	360		
				Total		

Note: The above quantity showing in the table are tentative and only for calculation to arrive at lum-sum monthly charges. The rate will be paid for cleansing material on actual consumption basis.

Signature & seal of the tenderers

CALCULATION METHODOLOGY FOR FINDING THE LOWEST BIDDER

NAME OF WORK: Providing catering & caretaking services at SBILD Kanpur, as given below:

S.No.	Name of Work/service	Rate Quoted in Rs.	Amount in Rs.	Remarks
1.	Total amount for Catering service as per Schedule-A (A)			Rate to be quoted on per person basis for full day meals including all · Bed tea / coffee · Breakfast · Mid-Morning tea/ coffee · Lunch · Afternoon tea/ coffee · Evening tea/ coffee with snacks · Dinner
2.	Caretaking Service only profit/admin charges (B)			Rate to be quoted on per month basis
The lowest rate will be calculated as under:				
3.	Catering service(Quoted rate for 1 person(A) x 20 persons x 30 days) = C			The 20 nos. quantity of participants is indicative in nature for calculation only.
4.	Caretaking Service (Rs. 2,22,118=80 + B) = D			
5.	Charges for laundering of 30 set of towels / bed sheets + bed covers + pillow covers etc. 10 times per month on lump sum basis = E			
6.	Cleansing Material Cost (per months) as per Schedule-C enclosed in financial bid = F			
7.	Total Amount (from s.no 3,4,5 & 6) for catering & caretaking services, cost of Cleansing Material & laundering services per month for arriving at lowest quote = Rs. C+D+E+F			

Note: Rate to be quoted inclusive of all material, labour, taxes, cess etc. However, GST shall be admitted additionally at prevalent rates as applicable. The above table is for finding the lowest bidder as per the amount in the serial no. 7. The 20 nos. quantity of participants is indicative in nature for calculation only. The actual payment for catering services shall be made as per actual nos. of persons availing the facility of breakfast/lunch/dinner. The payment for caretaking shall be made as per amount arrived at serial no. 4.

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

Note: This is a sample format and need not be filled. Actual financial bid will be conducted in online mode and the date will be advised later to the eligible bidders.

TERMS & CONDITIONS OF E-TENDERING PROCESS

1. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by ETL. The Bidders are requested to change the Password after the receipt of initial Password from ETL. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work the as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, SBI and / or ETL shall take action as appropriate.
3. E-TENDERING TYPE: On-line Price Bid.
4. E-TENDERING WINNER: At the end of the Price Bid, SBI will evaluate all the bids submitted and will decide upon the winner.
5. GENERAL TERMS & CONDITIONS: Bidders are required to read the “Terms and Conditions” section of the e-tendering site using the Login Ids and passwords given to them.
6. OTHER TERMS & CONDITIONS:
 - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.

- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI's decision on award of Contract shall be final and binding on all the Bidders.
- SBI along with ETL can decide to extend, reschedule or cancel any e-tendering. Any changes made by SBI and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- ETL is not responsible for any damages, including consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- All the bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the online event

Annexure- I

Process Compliance Form

(The bidders are required to print this on their company's letter head and sign, stamp and send the scanned/ hard copy to agmpne.lholuc@sbi.co.in)

To

Date:

**M/s e-Procurement Technologies Ltd. (Procure Tiger)
A-201-208, Wall Street-II, Opp. Orient Club,
Nr. Gujarat College, Ahmedabad-380 006,
Gujarat, India. Tel: 079-6813 6822**

Sub: Agreement to the Process related Terms and Conditions for the e-Tendering Process for Catering & caretaking Services at State Bank Institute of Learning & Development (SBILD) Kanpur

Dear Sir,

This has reference to the Terms & Conditions for the captioned work.

This letter is to confirm that:

1. The undersigned is authorized representative of the company duly authorized vide letter/resolution dated..... (Copy attached).
2. We have studied the all the terms & conditions specified in the tender, Commercial Terms and the Business rules governing the e-Tendering process and the RFP as mentioned in your letter and confirm our agreement to them.
3. We also confirm that we have taken the training on the e-tendering tool and have understood the functionality of the same thoroughly.
4. We confirm that SBI and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the e-tendering event.
5. We understand that in the event we are not able to access the e-tendering site, we may authorize ETL to bid on our behalf by sending a fax containing our offer price before the e-tendering close time and no claim can be made by us on either SBI or ETL regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.

6. I/we do understand that ETL may bid on behalf of other bidders as well in case of above mentioned exigencies.
7. We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
8. We also confirm that we will send e-mail the price confirmation of our quoted price as per Annexure II and the format as requested by SBI/ ETL.
9. We, hereby confirm that we will honour the Bids placed by us during the e-tendering process.
10. I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, Terms & Conditions of Tender, Technical Specifications and understood the same and on the basis of the same I/We will quote our rates in the price bid.

With regards,

Signature with company seal

Date:

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and sent this document on allocation@eptl.in & agmpne.lholuc@sbi.co.in

ANNEXURE-2

Bid confirmation form

To

e-Procurement Technologies Ltd. (Procure Tiger)
A-201- 208, Wall Street-II, Opp. Orient Club,
Nr. Gujarat College, Ahmedabad-380 006,
Gujarat, India.
Tel: (079) 6813 6822

Sub: e- tender for Catering & caretaking Services at State Bank Institute of Learning & Development (SBILD) Kanpur

Ref : 1 _____

2. E-tender dt.

3. Our Offer No. _____ dt.

Dear Sir,

We confirm that we have quoted the **PRICE BID** as our final prices during the e-tendering process on as under:-

--

Thanking you and looking forward to the valuable order from SBI.

Yours sincerely,

For _____

Name:
Company:
Date:
Seal:

ANNEXURE-3

DECLARATION BY APPLICANT:

I/We hereby confirm and certify that the information given above is correct and true and the enclosures annexed herewith are genuine to the best of my / our knowledge.

I/We are authorized to sign and submit these documents.

I /We understand that if any stage it is found / noticed by SBI that any information thus provided by us is untrue / incorrect partly or fully and in case of receipt of adverse / unsatisfactory report from other clients / Bankers, SBI may not consider our application or may take any appropriate action against us.

I /We also understand that partly / wrongly filled application and / or applications not on prescribed pro-forma and / or applications not accompanying relevant documents / enclosures / annexed documents may be liable to be summarily rejected by SBI.

I / We understand that this is merely an application & does not entitles me /us to be necessarily qualified in Technical Bid by SBI and SBI reserves the right to reject all and / or any application without assigning any reason whatsoever.

All the terms & conditions etc. mentioned in this Tender are acceptable to us.

(SIGNATURE OF AUTHORIZED SIGNATORY)

NAME :

SEAL OF THE FIRM :

PLACE :

DATE :

Note: Please enclose all the Annexure with relevant supporting documents duly self-attested.

ANNEXURE-4

Undertaking to comply Minimum wage policy of Government of India

We hereby certify that we have gone through the tender document and we have fully understood the conditions herein. We hereby assure that we will comply with the conditions and submit monthly compliance statements regarding minimum wages and other Labour related statutory formalities like PF, ESI, Medclaim, Insurance etc. we further undertake that wages/salaries of the workers to be engaged at Director SBILD Kanpur for any month will be paid within 10th of the following month, irrespective of the release of payment of the related invoice(s) by SBI.

Place :

Signature with seal of the Firm /Company

Date:

Name in block letters:

Address

ANNEXURE-5

DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES

I/We _____

_____ S/o/D/o/W/o

_____ residing at

_____ hereby certify that our relative(s)* is/are employed in the State Bank of India. The details are as under:

Name:

Designation:

Place of Posting:

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

Place:

Date:

Signature with seal:

Name in Block Letters:

Designation:

Address: