

SBILD/TENDER/2024-25/02

GeM ID	GEM/2025/B/6086010
Date	29 March 2025

**e-TENDER**

STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT

NEAR GSPC BHAVAN, SECTOR-11, GANDHINAGAR-382011

**Tender ID :**

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

ONLINE E-TENDERS ARE INVITED FROM THE ELIGIBLE INTEGRATED FACILITY  
MANAGEMENT CONTRACTORS (CATERING)

FOR

CATERING SERVICES AT  
STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT (SBILD),  
GANDHINAGAR

Name of the Tenderer: .....

Address: .....

Email ID .....

Fax No. ....

GSTIN: .....

CONTACT NO: LANDLINE

MOBILE

E MAIL ID:

**NAME OF THE OFFICE**

STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT  
NEAR GSPC BHAVAN, SECTOR-11, GANDHINAGAR - 382011  
Email: [director.sbildgandhinagar@sbi.co.in](mailto:director.sbildgandhinagar@sbi.co.in)

**Last Date for Submission of Technical Bid: 15/04/2025 by 1700 HRS**

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### **NOTICE INVITING TENDER (NIT)**

State Bank Institute of Learning and Development, Gandhinagar (Hereinafter called as SBILD) on behalf of State Bank of India, Local Head Office, GIFT City, Gandhinagar invites e-tenders through GeM Portal for catering services at SBILD.

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

The other details of the tender are as under:

1	Name of Work	e-Tender for catering services at SBILD.
2	Cost of Tender Documents cum Processing Fee	<b>Not applicable</b>
3	Earnest Money Deposit (EMD)	<b>Rs. 80,000</b> (Rs. Eighty thousand only) in the form of Banker's Cheque /Demand Draft issued by any nationalized/scheduled bank in favor of "STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT." Payable at Gandhinagar.
4	Security Deposit (SD)	The successful Contractor whose tender is accepted by The Bank shall be bound to deposit a sum equivalent to 5.00% of accepted "Annual Contract Value" as Security Deposit (SD) in the form of Banker's Cheque/Demand Draft issued by any Nationalized/ Scheduled Bank favoring "STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT" payable at Gandhinagar. The contractor may choose to deposit the said Security Deposit (SD) in the form of Bank Guarantee (BG) of equivalent amount issued by any Nationalized / Scheduled Bank, other than SBI, in the SBILD/Bank's approved format.
5.	Dates for Availability of Tender Documents (Technical Bid & Price Bid) on Bank's Website.	29/03/2025 to 15/04/2025 Website : bank.sbi <a href="https://bank.sbi/web/sbi-in-the-news/procurement-news">LINK: https://bank.sbi/web/sbi-in-the-news/procurement-news</a>
6.	Uploading of Technical Bid & Certificate of Compliance to Terms and Conditions of the tender on the GeM Portal	From 1200 HRS on 29/03/2025 to up to 1700 HRS on 15/04/2025
7.	Last date of submission of written queries, if any (in the form of hard copies or email)	15/04/2025, up to 1700 HRS

8.	Pre-bid meeting (based on written queries)	05/04/2025 (Corrigendum, if any, to the tender after pre-bid meeting will be published on The Bank's website only)
9.	Last date & time for submission of proof of EMD	15/04/2025 up to 1700 HRS
10.	Address for submission of Tender EMD.	The Assistant General Manager & Director State Bank Institute of Learning and Development, Near GSPC Bhavan, Sector-11, Gandhinagar, Pin-382011
11.	Date and Time of opening of online Technical bids	16/04/2025 (Wednesday) at 1530 HRS
12.	Information to Successful Bidder	Date and time will be informed separately
13.	Execution of Agreement	Date and time will be informed separately
14.	Validity for Offer	6 (Six) months from the date of opening of price bid
15.	Date of Commencement of Work	16/07/2025
16.	Penalty/ Liquidated Damages	As per relevant clause in the tender document
17.	Period of Honoring Payment Certificate	15 days from the date of receipt of bill (excluding Sunday and Public Holidays).
18.	Insurance	As per insurance clause of the tender document or as required.

19. In case the date of opening of tenders is declared as a holiday, the online tenders will be opened on the next working day at the same time.

20. If any contractor fails to submit the proof of the EMD on or before the submission date and time as mentioned in the Notice Inviting Tender (NIT), their Tender Documents shall be summarily rejected and such bidders shall not be allowed to participate in the online process.

21. SBILD reserves the right to accept any or to reject all the bids in part or whole without assigning reasons therefor and no correspondence shall be entertained in this regard.

22. The applicants are categorically advised to refrain from mentioning the remark "AS PER ATTACHEMENT/ENCLOSURES" in their applications and annexure to avoid rejection of their applications.

23. Conditional tenders shall be summarily rejected.

24. Vendors who are registered as MSME (under UDYAM) need not submit EMD and Tender processing fees. Such vendors are advised to upload valid MSME UDYAM certificate online.

Confidentiality:

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

**Assistant General Manager & Director  
SBILD, Gandhinagar**

## ELIGIBILITY CRITERIA

### ANNEXURE - A

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

Sr. No.	Eligibility Criteria	Documents to be Submitted
1	<p>The Bidder must be a Firm (Proprietary / Partnership) / Company registered under the Companies Act with an experience of <b>minimum 07 years</b> (preceding the date of this notice) in the field of <b>catering services</b>, with reputed clients in rendering full-fledged catering services (breakfast, lunch and dinner) and not like a <b>cafeteria type</b>. The said catering experience shall preferably be at large Commercial Banks/ Govt. Training Centres, which should be related to providing multi-cuisine vegetarian and non-vegetarian food to the executives of Single Client or Training Institute at a single location for 60 persons per day.</p>	<p>In case of Proprietorship concerns copy of Shop License / Registration certificate and the GST Registration certificate.</p> <p>In case of firms, copy of the firm's registration certificate, Partnership deed and GST registration.</p> <p>In case of a company, copy of certificate of incorporation issued by Registrar of companies and full address of the registered office plus GST registration certificates, Memorandum and Article of Association</p> <p>Experience certificate rendering Catering Service with reputed clients preferably at large Commercial Banks/ Govt Training Centres to be attached.</p>
2	<p>Three Similar Completed works, each one having "Annual Contract Value" not less than Rs. 32.00 Lakh in commercial organization.</p> <p><b>OR</b></p> <p>Two Similar Completed works each one having "Annual Contract Value" not less than Rs. 40.00 Lakh in commercial organization.</p> <p><b>OR</b></p> <p>One Similar Completed works having "Annual Contract Value" not less than Rs.64.00 Lakh in commercial organization.</p> <p>Note: "Similar Completed work" under this clause shall mean successful completion of Catering Services work for the Scheduled Banks, Financial</p>	<p>Copy of the work order and work completion certificates issued by the Principal Employers specifying following information relating to the works carried out during the period from 01/04/2019 to 31/12/2024:</p> <ol style="list-style-type: none"> <li>1. Scope of work</li> <li>2. Contract Value</li> <li>3. Area of the Building</li> <li>4. No of staff deployed by the Contractor for the Contract. (please provide the breakup/proof of skilled, semi-skilled, un-skilled employed)</li> <li>5. Period of the Contract.</li> <li>6. Monthly payment.</li> </ol>

	Institutions, Central and State Governments Departments/ Organisations, Public Sector Undertaking, Multinational National Corporations etc.	
3	<p>The Bidder should have a minimum average annual turnover of Rs. 24.00 Lakh for three out of the last four years as on 31.03.2024 from catering/ related activity.</p> <p>Audited balance sheet for the financial years 2020-21, 2021-22, 2022-23 and 2023-24 establishing the turnover criteria should be submitted.</p>	<p>(I) Copies of the audited P&amp;L account and Balance Sheet duly certified by the Chartered Accountant including 3CA / 3CD and auditor notes of accounts.</p> <p>(ii) Copies of returns submitted to the Tax authorities such as IT and Service Tax, GST etc.</p> <p>(iii) Copies of returns submitted to the Labour Commissioner.</p>
4	The Bidders should not have incurred loss in any of the last four years preceding the year ending on 31 <sup>st</sup> March 2024.	Audited balance sheet for the last 4 years or Bank statement, as the case may be.
5	The applicant should have a solvency of Rs. 80.00 Lakh certified by the Scheduled Commercial Bank. The Solvency Certificate should have been obtained after 31st March 2024. Alternatively, The Bank statement should have average balance of Rs. 80.00 Lakh for FY 2023-24.	<p>Original Solvency Certificate or Bank statement having minimum average balance of Rs. 80.00 Lakh for FY 2023-24 to be attached.</p>
6	Tenderers should have applicable and valid registrations with statutory authorities, viz. Income Tax, Goods and Service Tax, Labour License under section 12 (1) of the Contract Labour (Regulation and Abolition) Act 1970, Employees Provident Fund Organisation (EPFO), Employees State Insurance Corporation (ESIC), PAN etc.	Certified copies of supporting documents to be attached.
7	The tenderer should have constituted a Committee under the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act 2013.	Suitable declaration to this effect to be submitted on the letter- head of the bidder duly signed by the Authorized Signatory.
8	Bidder should have existing Office at Gandhinagar/Ahmedabad as on 29/03/2025.	Address Proof of existing office like lease deed, registration under shop and establishment Act of the firm should be submitted.

9	Bidder should not have been disqualified / debarred/ blacklisted by any Governments, Semi-Government Organisations, PSUs, Banks (including any of the Offices/ Branch of State Bank of India) pan India or not involved in any illegal activity or financial frauds.	Suitable declaration to this effect to be submitted on the letter-head of the firm duly signed by the Authorized Signatory.
10	The tenderer should have valid food license from the municipal authorities and Food Safety & Standards Authority of India (FSSAI) for Catering Services.	Certified copies of supporting documents to be attached.
11.	Bidder should be able to provide 24x7 services as and when required.	An undertaking to this effect to be submitted
12	Documents establishing Address and Identity proof of the Proprietor / Partners/MD/CEO/Signatories.	Valid documents like AADHAR, PAN card, Driving license, Passport etc.
13	The tenderer to deposit a BG/Deposit of 5.00% of annual contract value as security deposit, after finalisation of tendering process	BG/Deposit of 5.00% of Annual Contract value to be submitted.
14	Tenderer should have minimum 30 number of employees in its Firm (Proprietary / Partnership) / Company registered under the Companies Act.	The document proofs like PF/ESI monthly subscription statement to be attached (copy of any one month during
15.	Names of any two references & their addresses with the Contact Nos.	

- Copies of the Documentary evidences must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions in the documents submitted in pursuance of eligibility criteria should be highlighted.

### **Declaration**

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

**Signature of the Authorized Signatory with Seal**

(A) **EVALUATION OF PRICE BID**

1. The Bidders qualified in the online Technical Bid evaluation as above shall only be allowed to participate in the online price bidding.
2. The award of contract will be made to the bidder whose bid has been determined to be the lowest and substantially responsive after arithmetic checking of all components of price bid. In case of tie, SBILD reserves its right to choose the vendor at its own discretion. Successful vendors will be decided by conducting lucky draw among all the eligible vendors in their presence.
3. The SBILD reserves its rights to accept any or to reject all the bids without assigning any reasons therefor and no correspondence shall be entertained in this regard.
4. The rate quoted for catering charges per participant per day includes contractor service charges including minimum number of man power, Profit & Supervision, Uniform, Shoes and Seasonal outfits.

We have read and understood the terms & conditions of this tender and shall abide by the same.

Signature of the authorized person with Seal.

Name:  
.....

Place:  
.....

Date:  
.....

## 1. Application Form

1.	Name of the Bidder's Company/Firm	
2.	Constitution (Enclose certified copies of documents as evidence)	Proprietary/Partnership/LLP/Limited Company/Others (Please specify)
3.	Address of the Firm	Registered/Corporate Address:  Ahmedabad Address:
4.	Contact Details: Name of Contact Person Phone No. Mobile No. E-mail ID	
5.	Year of Establishment (Enclose certified copies of documents as evidence)	
6.	Name of Proprietor/Partners/Directors etc.	Mobile No. & E-Mail ID
	1.  2.  3.  4.  5.	
7.	Whether registered with the Registrar of Companies/Registrar of Firms (Enclose certified copies of documents as evidence)	
8.	Details of similar works completed during last 7 years in PSUs/PSBs/RBI/ NABARD /Financial Institutions.	Please fill up enclosed Annexure B & enclose copies of Work Orders and Satisfactory Completion Certificates as per Annexure C

9.	<p>Registration with Govt. Authorities (Enclose certified copies of documents as evidence)</p> <p>Food &amp; Drug (FSSAI) No.</p> <p>Health Licence No.</p> <p>NOC from Fire Department No.</p> <p>Labour Welfare No.</p> <p>Income Tax (PAN) / TAN No.</p> <p>Goods &amp; Service Tax (GST) No.</p> <p>Labour License No.</p> <p>Employees Provident Fund (EPF) Registration No.</p> <p>Employees State Insurance (ESI) Registration No.</p>	
10.	<p>Yearly turnover of the organization during last 3 years:</p> <p>(Enclose Certified copies of documents as evidence)</p>	<p>2021-2022: INR.</p> <p>2022-2023: INR.</p> <p>2023-2024: INR.</p>
11.	<p>Solvency Certificate Details:</p> <p>Amount:</p> <p>Bank's Name:</p> <p>Date of Issuance:</p> <p>(Enclose certificate copies of documents as evidence)</p>	
12.	Financial Information	Please enclose copies of audited balance sheet, profit & loss statement and CA certificate
13.	Number of Employees Proposed to be engaged for running Canteen	<p>Cooks:</p> <p>Asst. Cooks:</p> <p>Servers:</p> <p>Cleaners:</p>

14.	Details of Earnest Money Deposit	DD/BC No.: Amount in INR.: Name of Issuing Bank: Payable at:
15.	Mention if backlisted and/or backlisting proceedings pending with any client. Details of the same, with reason, to be furnished	
16.	Details of disputes/litigations, if any, during the last 3 years. If yes, please provide details thereof, with reasons	
17.	Whether any penalty imposed by Law Enforcing Agencies such as Labour Department, Sale Tax, GST, etc. If yes, please provide details thereof, with reasons.	
18.	Details of penalty / liquidated damage imposed by any client for defective / delayed / non-compliance of services / work or violation of terms of the contract, during the last 3 years, ended on 31/12/2024. If yes, please provide details thereof, with reasons.	
19.	Whether firm had been barred from participating in the bidding process or kept in cooling period/under suspension by any client, during the last 3 years, ended on 31/12/2024. If yes, please provide details thereof, with reasons	
20.	Please indicate details of any bankruptcy/winding up proceedings at any point of time in past.	
21.	Whether Bidder's Company/Firm is owned/controlled in any capacity by any Director or Employee (or relatives thereof) of the Bank	Self-declaration to be furnished by Bidder's Company/Firm on Company's Letter Head.

### **DECLARATION**

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

Signature

Place:

Name:

Date:

Address:

Seal of the Bidder:

## INSTRUCTIONS TO TENDERER

### 1. **Purpose:**

#### **E-TENDER (THROUGH GeM PORTAL) FOR CATERING SERVICES AT STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT (SBILD), GANDHINAGAR**

### **Invitation:**

The bidders desirous of taking up the project for providing above Services for SBILD are invited to submit their bid online. Those who qualify in the Technical Bid, their price bid will be taken into consideration. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at Bank's discretion. This Tender document is not an offer by SBILD, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of SBILD Gandhinagar with the successful Bidder.

### 2. **Disclaimer:**

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

This Tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this Tender is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this Tender and where necessary, obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender. Bank may in its absolute discretion, but without being under any obligation to do so, add or 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 bidding document provides overview of the requirements, bidding procedures and contact terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of the Contract, Technical Bid and Price Bid.

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

### **3. Clarifications & Amendments:**

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

### **4. Bid Integrity:**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that The Bank may take. All the bids with accompanying documents will become property of SBILD.

### **5. Format and Signing of Bid**

- i. The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Price Bid and other requested information.
- ii. All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page.
- iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.
- iv. In the event of the target date for the receipt of bids being declared as holiday for The Bank, the bids will be received till the target time on the next working day. The Bank may at its discretion extend the bid submission date. The modified target date & time will be notified on the website of The Bank.

6. The Bidders requiring any clarification on the bidding documents should submit written queries as mentioned in the NIT.
7. At any time prior to the deadline for submission of bids, SBILD Gandhinagar may modify or alter the bidding document by issuing an amendment.
8. Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been considered by the tenderer in its tender submission.
9. Any clarification issued by SBILD will be in the form of an addendum / corrigendum and will be available on SBI's website – <https://bank.sbi> under “[LINK: https://bank.sbi/web/sbi-in-the-news/procurement-news](https://bank.sbi/web/sbi-in-the-news/procurement-news)”. The amendment will be binding on all bidders. SBI, at its discretion, may extend the deadline for submission of bids which shall be informed to all through SBI's website- <http://sbi.co.in> ([LINK: https://bank.sbi/web/sbi-in-the-news/procurement-news](https://bank.sbi/web/sbi-in-the-news/procurement-news)).
10. The Contractor shall ensure that they are fully conversant with the premises in question as well as with the business activities thereat and its related manpower requirements for the works specified.
10. The SBILD shall have the right to have any person removed who is undesirable or otherwise. Similarly, the Contractor reserves the right to remove the personnel with prior permission of the SBILD, except under emergencies / unavoidable circumstances.
11. The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
12. The Contractor shall issue identity cards/ identification documents to all its employees.
13. The personnel of the Contractor shall not be the employees of the SBILD, and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
14. The Contractor shall also provide at its own cost all benefits, statutory or otherwise, to its employees and the SBILD shall not have any liability whatsoever on this account.
15. No costs incurred by the applicant in applying, providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by SBILD.
16. The online Technical Bid will be opened as per the schedule given in NIT.
17. Tenders received after the due date and time are liable for rejection. SBILD reserves its right to reject any or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.

18. The rate should be quoted in Indian Rupees only.
19. The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting their rates.
20. Please note that it is tenderer's responsibility to provide all services as instructed by The Bank which may not be specifically mentioned in the scope of works but are necessary to complete the work and services to the satisfaction of The Bank.
21. The Bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
22. No employee of SBILD shall be engaged by the contractor while carrying out the works.
23. No interest shall be paid on the EMD. The tenders received without EMD shall be summarily rejected.
24. If any bidder withdraws his bid before the said period or makes any modifications in the original terms and conditions of the tender, the SBILD shall, without prejudice to any other right or remedy, be at liberty to cancel such tenders and forfeit full value of the Security Deposit as aforesaid or delist the name of the vendor from the panel list.
25. The contractor must maintain an attendance register of the persons employed and the same will be inspected daily by The Bank's Officer-in-charge.
26. If any of the persons employed by the contractor is found/or reported to be : (a) underperforming (b) Stealing/mobilizing resources belonging to SBILD or (c) under the influence of alcohol while on duty or (d) involved in substance abuse while on duty, such person(s) shall not be allowed to work at the site anymore and the SBILD/Bank reserves the right to ask the contractors for immediate removal of such person(s) with deployment of suitable substitutes immediately.
27. The contractor must submit the Police verification details of all the people to be deployed by him at the site before commencement of work. In case of any replacement during the pendency of the agreement, police verification documents of such replaced staff are to be made available immediately.
28. The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data of the staff deployed at the site like their full address, educational qualification, age proof etc. shall be made available before commencement of work. The staff must be deployed in consultation with the SBILD Officials after interviewing them. staff.
29. No alterations or additions to the tender document are to be made by the Contractors. Violation of this instruction will attract rejection of the tender at the discretion of the SBILD.

30. Tender shall be quoted on the prescribed format only.
31. All the parts of these tender documents i.e. Tender Notice, General rules and Instructions to tenderers, offer letter, General conditions of contract, Annexures etc. shall constitute part of the contract document.
32. The contractor shall follow such Acts, Rules and Regulations of the Local Government Bodies, State/Central Government, Labor Laws that are in force and that may be framed from time to time for completion of work. SBILD shall not be responsible for any infringement by the contractor of the various statutes in force.
33. The contractor shall take, at his own cost, the necessary license from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, registration charges, etc., if any, shall be borne by the contractor.
34. Statutory Deduction towards Income Tax, Work Contract Tax and any other statutory deductions as per the law prevalent will be made by the contractor as per Rules.
35. The contractor shall be responsible to ensure making payment of “Prevailing Minimum Wages” as notified by Regional Labor Commissioner (Central) to their laborers/ employees directly in their bank accounts and shall produce relevant documents to the SBILD for verification every month along with their monthly bills, failing which bills may not be paid.
36. The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/EPFO/any other statutory dues /compliances along with monthly bill to the SBILD, failing which bill will not be entertained.

### 37. TECHNICAL BID:

The bidders are advised to upload below mentioned documents on GeM portal:

- (i) Certificate of Compliance to Terms and Conditions.
  - (ii) Proof of payment of EMD.
- (a) Contractors not submitting any one or more documents mentioned above and elsewhere in this document shall not be eligible to participate in the e- tender.
- (b) Technical Bid not accompanied by any one or more of the above-mentioned documents shall be summarily rejected and such bidders shall not be allowed to participate in the e-tender process for the project under any circumstances.
- (c) The Banker's Cheque /Demand Draft of EMD of the bidders not qualified for reasons whatsoever including disqualification in the Technical Bid Evaluation shall be returned to the bidder's registered address by Speed Post/Courier/Registered Post.
- (d) The applicants are categorically advised to refrain from mentioning the remark "AS PER ATTACHEMENT/ENCLOSURES" in their applications and annexures to avoid rejection of their applications.

38. No union formation is allowed.

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

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

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

## SCOPE OF WORK

Bank is having its Institute of Learning & Development at GANDHINAGAR (Hereafter referred as “SBILD”). Officers/employees stay during their training at GANDHINAGAR with catering facilities - Tea/Coffee/Snacks/Lunch/Dinner. SBILD desires to engage services of catering and maintenance contractors.

### (ITEMS OF FOOD, BEVERAGES ETC. TO BE SERVED)

S.No	Meal to be Provided	Rates to be Charged Per Head (all inclusive) in Rs.
1	<b>Bed Tea/Coffee: 100 ml</b> Tea/Coffee/Green Tea/Lemon Tea/Lime Water as per participants/staff/guest requirements. -Doorstep Service for Hostel Rooms & Guest Rooms	<b>Please don't quote any rates in the technical bid.</b>
2.	<b>Breakfast: Unlimited, to be served in Buffet</b> a) Milk and cornflakes b) Boiled Veg/ Stir fried Veg/ Potato finger chips/ Baked or Boiled Snack c) Eggs minimum 2/Maximum 4 in choice of Boiled/Omelet/ Double fry d) Toasted Bread e) Any Three items (i.e. 1-North Indian, 1-South Indian & 1-Other) out of the following: (i) Stuffed Paratha (Paneer/Aloo/Gobhi) (ii) Masala Dosa/Medu Wada/Idli/Uttapam - with sambhar & coconut chutney / (iii) Besan Chilla/ Veg Cutlets with chutney & sauce/ (iv) Poha with Farsan, Lemon, onion & Sev (v) Upma with chutney (vi) Batata Wada with chutney & fried green mirchi & sauce (vii) Grilled Veg. Sandwich with tomato sauce (viii) Misal Pav/ Chhole Bhature (ix) Sabudana Khichdi with curd & fried green mirchi. f) Fresh seasonal fruits (Minimum 3 types) - whole/cut (Banana – Daily & 2 other fresh seasonal fruits on daily basis) g) Amul Butter – 20 gms chiplet & Jam & Tomato Sauce & Hot-Sweet soup. h) Tea/Coffee/Milk/Green Tea/Lemon Tea/Lime Water	<b>Please don't quote any rates in the technical bid.</b>

3	<b>Forenoon Tea/Coffee with Biscuits</b>	<b>Please don't quote any rates in the technical bid.</b>
4	<p><b>Lunch</b></p> <p>All days will have Veg items only. All items will be served in Buffet without any restriction on quantity. Two Days in a week should be Special Lunch Days.</p> <ul style="list-style-type: none"> <li>a) Green salad - 2 types (Lemon, Onion, Cucumber &amp; Beat root) with Papad &amp; Pickles</li> <li>b) Any 2 types of Roti - Tawa Roti, Tandoori Roti (Wheat), Nan, Paratha, Missi Roti, Tawa Paratha.</li> <li>c) Rice - Plain/ Jeera/ Pulav/ Dal Khichadi (Plain or Masala) Curd Rice/ Lemon Rice/ Veg.Biryani</li> <li>d) Special Veg Sabji (Paneer-Any Type/ Mushroom Masala/ Malai Kofta/ Kaju Makhani/Veg Maharaja/Veg Kadhai/Veg Hydrabadi/Veg Jaipuri/Dum Aloo Kashmiri/Veg Kolhapuri /Baingan Masala/ Undhiyu/ Seasonal Vegetable Curry/Veg Handi/Chhole Masala, etc.)</li> <li>e) Yellow Dal/ Dal Tadka/ Dal Makhani/ Rajma</li> <li>f) Any one Seasonal Vegetable Dry (Tawa Veg/Mix Veg/Potato &amp; French Beans/Paneer Bhurji/Palak Paneer Bhurji/Mixed Veg Jalfrezi/Aloo Gobhi /Fried Kurkuri Bhindi/ Aloo Capsicum/ Stuffed Capsicum/ Aloo Gobhi Methi/ Bharva Bhindi/ Tindora Fry/ Besan Mirchi/ Soya Chunk Masala/ Besanwali Bhindi/ Roasted Cauliflower/Baingan Bharta/Tawa Paneer.</li> <li>g) Curd/ Raita - Daily</li> <li>h) Gujrati Kadhi/ Punjabi Kadhi/ Maharashtrian Kadhi / Dahi Vada (Any one)- daily</li> <li>i) Any two fresh fruits (Except Banana) - Daily</li> <li>j) Dessert - Gulab Jamun/ Rasmalai/ Fruit Custard/ Ice Cream/ Rasgulla/ Gajar Halwa/ Moong Dal Halwa/ Kheer/ Sewaiya.- Daily.</li> <li>k) Veg Soup (any one soup out of 3-4 different types of veg soups on alternate basis) &amp; Rasam/ Lassi/ Chhas <b>(with Special Lunch only)</b></li> <li>l) Starter — Veg Manchurian/Paneer Chilly/ Chilly Mushroom/Veg Crispy/ Dhokala/ Khaman/ Bhajia (Aloo &amp; Chilly - Both)/Gobhi Manchurian/Gobhi Chilly/Baby Corn/Mushroom Manchurian/Paneer 65/Veg Lollipop/Veg Pakoda/Harabhara Kabab/Aloo Tikki/Paneer Roll/Paneer Tikka Dry <b>(with Special Lunch only)</b></li> <li>m) Ice Cream of Standard brand <b>(with Special Lunch only)</b></li> </ul>	<b>Please don't quote any rates in the technical bid.</b>

5	<b>Afternoon Tea/Coffee with Biscuits</b>	<b>Please don't quote any rates in the technical bid.</b>
6	<b>Evening Tea/Coffee &amp; Snacks</b> Samosas (2)/ Mix Veg. pakoras (100gms)/Dhokla (3)/ Dal Kachori (2)/ Fried Chiwada with less oil / Veg cutlets (2)/ Chat Papdi/ Bread pakoda (2)/ Dahi Chat Papri - one plate or minimum 6 pieces/ Oats Upma/ Poha/ Upma/ Bambino Upma/ Pav Bhaji/ Sandwich (Mutter Masala), etc. Ketchup/ chutney to be provided (or other items as in breakfast menu)	<b>Please don't quote any rates in the technical bid.</b>
7	<b>Dinner</b> (As in Lunch) with Non-Veg Curry (Fish/ Mutton/ Chicken) . Egg curry will not constitute a Non-Veg dish	<b>Please don't quote any rates in the technical bid.</b>
	<b>SUB TOTAL (A)</b>	<b>Please don't quote any rates in the technical bid.</b>

Arrangement shall be made for persons present for Snacks/Lunch/Dinner as per the requirement.

Name of the person to be contacted to understand the nature of work to be performed, subject to what is mentioned in offer document, in respect of above.

<p style="text-align: center;"><b>Admin Officer,</b>  <b>State Bank Institute of Learning &amp; Development,</b>  <b>Behind Udhyog Bhaban, Nr. GSPC Building,</b>  <b>Sector-11, "GH" Road, Gandhinagar (Gujarat) -382011    Mobile – 70438 77272</b></p>
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The contractor shall arrange for providing **vegetarian and non-vegetarian** Food/Tea/Breakfast etc. daily for around 40 to 60 participants/guests at the SBILD premises. He shall adhere to the following schedule or any revised schedule that may be advised to him from time to time by AGM & Director, SBILD Gandhinagar.

The Contractor shall maintain the following schedule for preparation/delivery of food items:

Sr. No.	Details	Timings
1.	Early Morning Bed Tea/Coffee/Green Tea (To be served in the trainees'/guests' rooms)	06:00 AM to 7:30 AM
2.	Breakfast — (To be served in Dinning Hall)	08:00 AM to 9:30 AM
3.	Morning Tea/Coffee with Biscuits /Green Tea/Lemon Juice - (To be served near Classrooms or elsewhere in institute Premises)	11:30 AM to 11:45 AM
4.	Lunch — (To be served in Dining Hall)	01.15 PM to 02:30 PM
5.	Afternoon Tea/Coffee/Green Tea (To be served near Class-Rooms or elsewhere in Academy Premises)	03:30 PM to 3.45 PM
6.	Evening Snacks with Tea/Coffee (To be served near Class-Rooms or elsewhere in Academy Premises)	05:30 PM to 06:00 PM
7.	Dinner - (To be served in Dining Hall)	08:00 PM to 09:30 PM

1. These timings are only indicative, and the Contractor must remain flexible regarding extension of these timings as per SBILD's requirements from time to time. Provision of serving additional Tea/Coffee must be there as per staff requirement apart from designated time. Further, canteen will have to open in exigencies, as per directions of the SBILD. There will not be any limitation on quantity of food for breakfast, lunch and dinner including non-vegetarian items.
2. The recommended menus are given in Annexure – I, which shall be strictly complied with by the contractor, subject to the availability of seasonal vegetables. Weekly detailed menus will be supplied by the SBILD and the catering should be done based on these menus.
3. SBILD shall provide the contractors with the articles/equipment as detailed in Annexure-II. The contractor shall take care of the said articles/equipment as a bailee in terms of Indian Contract Act and return them in good working order to the SBILD on expiry of the contract.
4. The daily and periodical maintenance and service of all equipment shall be the responsibility of the contractor and the cost of maintenance/replacement/repair and servicing of all equipment shall be borne by the contractor.

5. The provision of cooking fuel/gas & safekeeping of the PNG line shall be the responsibility of the contractor. The contractors shall be liable to bear and pay charges for gas used for cooking purposes.
6. The quality of the ingredients used in preparation of the food and beverages shall be of high order / branded item and subject to the approval of the SBILD as and when required. Only good quality packed milk shall be used at SBILD. Provisions, vegetables, fruits, other perishables, sundry goods and other raw materials should be of high quality / branded and shall be purchased by the contractor and transported to the SBILD at his cost. All the packaged food ingredients must be approved by Food Safety and Standards Authority of India (FSSAI).

6.1 It shall be the sole responsibility of the contractor to procure raw material of good, standard and branded quality viz: -

Item	Brand
Tea	Girnar/Wagh Bakri/ Lipton/Society/Tata
Coffee	Nescafe/ Bru
Butter	Amul / Mother Dairy
Milk (Standardized full cream in poly-pack of reputed/recognized manufacturer)	Amul, Mother Dairy, Mahananda, Nandini.
Cooking Oil (Sunflower/Groundnut/ Mustard Oil)	Saffola/ Fortune
Aata (Flour)/ Suji/ Besan/Maida	Ashirwad/Shakti Bhog/ Patanjali/ Pillsbury/Uttam
Premium quality Basmati Rice (full grain)	Kohinoor / Lal Quilla/Daawat/India Gate
Spices (Certified by FSSAI / ISI /AGMARK)	MDH/Everest/Patanjali
Vegetables	All fresh green seasonal vegetables of good quality
Chicken	Fresh Broiler/Desi weighing minimum 800 gms each approximately
Fish	Fresh and good quality
Egg	'A' quality (big size)

7. The contractor shall engage the services of enough number of able, efficient, well groomed, healthy, honest, well behaved and skilled persons for cooking and catering services at his cost and he will be responsible for the good conduct and performance on their part. The number of such persons employed will be determined by the parties to the contract, by exchange of letters from time to time. But in any case, the contractor shall have to engage the services of enough persons as stipulated by the SBILD to maintain hygienic standards of The Bank as per Annexure-III. The KYE of all employees should be properly obtained and documents be provided to The AGM & Director, SBILD. Proper Identity Cards should be issued to all employees.
8. A supervisor will be appointed by the contractor in consultation with the SBILD. He should be a competent person having proven experience in institutional catering.

9. The contractor shall be deemed (for all legal and contractual purposes) as the employer of all persons engaged by him. The contractor shall strictly comply with all labour laws in relation to the persons engaged by him. The contractor shall be solely responsible for all acts of the persons engaged by him and there shall be no private contract between the SBILD, and the persons engaged or employed by the contractor. The SBILD shall not be liable to or answerable in respect of claims of any nature whatsoever raised by the persons engaged/employed by the contractor and it shall be the sole responsibility of the contractor to answer all such claims or demands.
10. The contractor shall be responsible for training, allotting duties and timings to his workers in the kitchen and dining room including washing areas.
11. The contractor shall provide, at his own cost, proper uniform/shoes/cap/apron to all his workers and ensure a high level of hygiene, cleanliness and upkeep. The staff employed by him shall be always in uniform, while on duty.
12. All the persons who will be engaged by the contractor should have undergone a medical examination and subjected to periodical medical checkups. The contractor shall arrange for such examination at his own costs and expenses and provide copy of such reports at the time of entering into contract and at intervals of 12 months.
13. The contractor shall ensure that the entire premises (Comprising cooking, storing and servicing areas) etc. are kept neat, clean and in order on regular basis. **(It must always be ensured by the Contractor that the staff deployed for maintenance is SEPARATE from the staff deployed for Catering).** Garbage collected must be dumped in the area and place specified by the Municipal Corporation. The entire responsibility of proper disposal of the garbage from the premises shall be borne by the contractor.
14. The contractor shall devote his full attention to the work of purchases, preparation and services and discharge his obligations under the arrangement most diligently and honestly.
15. The contractor or his employees shall not use the premises allotted to him for any purpose other than the purposes of the preparation, storing and servicing and shall not act in any manner to cause any nuisance or annoyance to the SBILD or the participants at the SBILD. The contractor will not permit entry to any unauthorized person in SBILD.
16. The contractor shall always, during the continuance of his agreement, obey and observe all directions and instructions which may be given by the SBILD, its Asst. General Manager (Director), Manager/DM (Administration) and all other authorized officials concerning every aspect of the catering services.
17. The contractor understands and undertakes that he will bear all taxes, rates, charges, levies or claims whatsoever as may be imposed by the State/Central Government(s) or any local body or authority for rendering catering service.
18. The contractor understands that he is obligated to meet the Mess committee in person (proprietor/promoters) once in a month, for review of the catering service rendered and for which notice the will be given to him by phone/letter.

19. This agreement shall be terminated by efflux of time or earlier by three (3) months' notice at the option of the SBILD if there is a breach of any of the stipulated conditions or otherwise, and three (3) months' notice at the option of the contractor.
20. The contractor shall submit the bills for the services rendered at the end of each fortnight i.e. 1<sup>st</sup> to 15<sup>th</sup> & 16<sup>th</sup> to last day of the month to the Asst. General Manager (Director) or the DM/Manager (Admin.) who will scrutinize the bills and if found in order, certify for payment along with the certificate to the extent that all the equipment supplied by the SBILD are well maintained and are in order. The payments will be made within two weeks from the date of submission of the bill, complete in all respect, subject to the condition that the contractors certify having cleared all his dues viz. Electricity, water and labor payments as required to be paid by him.
21. The contractor shall not be paid catering charges in respect of participants who are absent from any meal on a day. In the event of insufficient/bad quality/non-serving of any food agreed upon to be served, the SBILD will be within its right to make suitable deductions from the contractor's bill.
22. The SBILD further reserves the right to delete or reduce amount of the bill before effecting payment in case any complaints regarding quality of food, inefficient service, non-adherence to agreed menus, without assigning any reason whatsoever and no claim will be entertained in this regard.
23. The payment of catering bill will be subject to the deduction, on a pro-rata basis, as per the entries made in the "Dining out Register maintained" in the Hostel. **Monthly catering is subject to actual participation / utilization of the facility. The minimum catering charges will be paid for 10 participants per day (Excluding Sundays & Holidays).**
24. The contractor may obtain for himself, on his own responsibility and at his own expenses, all the information necessary including risks, contingencies and other circumstances before entering the agreement with the SBILD and may inspect the site of the SBILD.
25. Failure to commence services within a week after awarding the contract/signing the Agreement will result in cancellation of the contract awarded & forfeiting of earnest money.
26. The contractor shall provide lunch at subsidized rates to the staff working at the SBILD on mutually agreed rates.
27. The courts in Gandhinagar alone shall have jurisdiction in respect of any dispute arising out of any matter under this agreement.
28. In terms of Rule 72 and 73 of the Contract Labour (Regulation & Abolition) Central Rules, 1971 and Section 21 of the Contract Labour (Regulation & Abolition) Act 1970, the authorized representative of the SBILD has a right to be present at the place/time of the disbursement of wages by the caterer to his catering labourers and such disbursement will be certified by the representatives of the SBILD.
29. Bank reserves the right to shift the premises and the contractor shall continue to provide the services at the agreed terms and conditions at any such new premises / place.

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**ANNEXURE - I**

**STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, GANDHINAGAR**  
**DETAILS OF DAILY MENU**

1	Bed Tea/Coffee	1 cup per head (100 ml) Tea/Coffee/Green Tea/Lemon Tea/Lime Water as per participants/staff/guest requirements. - Doorstep Service for Hostel Rooms & Guest Rooms
2	Breakfast	<b>UNLIMITED; to be served in buffet</b> a) Milk and cornflakes b) Boiled Veg/ Stir fried Veg/ Potato finger chips/ Baked or Boiled Snack c) Eggs minimum 2/Maximum 4 each in choice of Boiled/Omelet/ Double fry d) Toasted Bread e) Any Three items (i.e. 1-North Indian, 1-South Indian & 1-Other) out of the following: <ul style="list-style-type: none"> <li>• Stuffed Paratha (Paneer/Aloo/Gobhi)</li> <li>• Masala Dosa/Medu Wada/Idli/Uttapam - with sambhar &amp; coconut chutney</li> <li>• Besan Chilla/ Veg Cutlets with chutney &amp; sauce</li> <li>• Poha with Farsan, Lemon, onion &amp; Sev</li> <li>• Upma with chutney</li> <li>• Batata Wada with chutney &amp; fried green mirchi &amp; sauce</li> <li>• Grilled Veg. Sandwich with tomato sauce</li> <li>• Misal Pav/ Chhole Bhature</li> <li>• Sabudana Khichdi with curd &amp; fried green mirchi.</li> </ul> f) Fresh seasonal fruits (Minimum 3 types) - whole/cut & unlimited (Banana – Daily & 2 other fresh seasonal fruits on daily basis) g) Amul Butter – 20 gms chiplet & Jam & Tomato Sauce & Hot-Sweet soup (Unlimited) h) Tea/Coffee/Milk/Green Tea/Lemon Tea/Lime Water
3	Forenoon Tea/Coffee	Tea/Coffee with Biscuits
4	Lunch only Vegetarian	<b>UNLIMITED</b> All days will have Veg items only. However, occasional preparation of non-vegetarian items may be requested, which shall be chargeable extra as per the rate chart. All items will be served in Buffet without any restriction on quantity. Two Days in a week should be Special Lunch Days. a) Green salad - 2 types (Lemon, Onion, Cucumber & Beat root) with Papad & Pickles b) Any 2 types of Roti - Tawa Roti, Tandoori Roti (Wheat), Nan, Paratha, Missi Roti, Tawa Paratha. c) Rice - Plain/ Jeera/ Pulav/ Dal Khichadi (Plain or Masala) Curd Rice/ Lemon Rice/ Veg.Biryani d) Special Veg Sabji (Paneer-Any Type/ Mushroom Masala/ Malai

		<p>Kofta/ Kaju Makhani/Veg Maharaja/Veg Kadhai/Veg Hydrabadi/Veg Jaipuri/Dum Aloo Kashmiri/Veg Kolhapuri /Baingan Masala/ Undhiyu/ Seasonal Vegetable Curry/Veg Handi/Chhole Masala, etc.)</p> <p>e) Yellow Dal/ Dal Tadka/ Dal Makhani/ Rajma</p> <p>f) Any one Seasonal Vegetable Dry (Tawa Veg/Mix Veg/Potato &amp; French Beans/Paneer Bhurji/Palak Paneer Bhurji/Mixed Veg Jalfrezi/Aloo Gobhi /Fried Kurkuri Bhindi/ Aloo Capsicum/ Stuffed Capsicum/ Aloo Gobhi Methi/ Bharva Bhindi/ Tindora Fry/ Besan Mirchi/ Soya Chunk Masala/ Besanwali Bhindi/ Roasted Cauliflower/Baingan Bharta/Tawa Paneer.</p> <p>g) Curd/ Raita - Daily</p> <p>h) Gujrati Kadhi/ Punjabi Kadhi/ Maharashtrian Kadhi / Dahi Vada (Any one)- daily</p> <p>i) Any two fresh fruits (Except Banana) - Daily</p> <p>j) Dessert - Gulab Jamun/ Rasmalai/ Fruit Custard/ Ice Cream/ Rasgulla/ Gajar Halwa/ Moong Dal Halwa/ Kheer/ Sewaiya.- Daily.</p> <p>k) Veg Soup (any one soup out of 3-4 different types of veg soups on alternate basis) &amp; Rasam/ Lassi/ Chhas <b>(with Special Lunch only)</b></p> <p>l) Starter — Veg Manchurian/Paneer Chilly/ Chilly Mushroom/Veg Crispy/ Dhokala/ Khaman/ Bhajia (Aloo &amp; Chilly - Both)/Gobhi Manchurian/Gobhi Chilly/Baby Corn/Mushroom Manchurian/Paneer 65/Veg Lollipop/Veg Pakoda/Harabhara Kabab/Aloo Tikki/Paneer Roll/Paneer Tikka Dry <b>(with Special Lunch only)</b></p> <p>m) Ice Cream of Standard brand <b>(with Special Lunch only)</b></p> <p>Seasonal Fruits: For all participants, <u>Mukhvas</u> Fruits and food suitable for persons on Fast</p>
5	Afternoon Tea /Coffee	Tea/Coffee with Biscuits
6	Evening Tea/Coffee/Snacks	Tea/Coffee with hot snacks, Samosas (2)/ Mix Veg. pakoras (100gms)/Dhokla (3)/ Dal Kachori (2)/ Fried Chivada with less oil / Veg cutlets (2)/ Chat Papdi/ Bread pakoda (2)/ Dahi Chat Papri - one plate or minimum 6 pieces/ Oats Upma/ Poha/ Upma/ Bambino Upma/ Pav Bhaji/ Sandwich (Mutter Masala), etc. Ketchup/ chutney to be provided (or other items as in breakfast menu)
7	Dinner	<p><b>UNLIMITED</b></p> <p>Menu shall be same as in normal lunch, with Non-Veg Curry (Fish/ Mutton/ Chicken). <b>Egg curry will not be will not constitute a Non-Veg dish.</b></p> <p>Seasonal Fruits: For all participants <u>Mukhvas</u> Fruits and food suitable for persons on Fast</p>
8	VIP Lunch/Guest Lunch	<p>Same as above in Item No.1 to 7</p> <p>Additional Items:</p> <p>Soups: Tomato/Mixed Vegetable/Sweet Corn, Seasonal Fruit, Farsan and Pulav : Peas Pulav,/Brown Rice/Mixed Veg.Pulav/Fruit Pulav/Green Masala Pulav/White Pulav/Paneer Pulav</p>

List of equipment provided by the SBILD and equipment to be brought in by the contractor:

**The SBILD will provide the following:**

**(A) Dining Room**

1. Dining hall with tables and chairs to accommodate 60 persons at a time.
2. Fans, Lighting and AC
3. Water Cooler and RO system for drinking water.

**(B) Kitchen**

1. Utensils
2. Piped Natural Gas connections (Bill will be borne by the caterer)
3. Thermos & kettle for serving tea / coffee
4. Refrigerator
5. Deep Freezer – 1
6. Geyser - 1

**(C) Store room**

**The following shall be arranged by the Contractor.**

1. Crockery/cutlery and other dining room equipment
2. Enough Cooking Utensils (of metal/material approved by SBILD) \*
3. Table Cloth, Towels
4. Other kitchen equipment required for catering.
5. Any other items required for the purpose.

\*Utensils and equipment will always remain separate for Veg and Non-Veg food.

**Manpower Requirement:**

S.NO.	Category	Type	Minimum Manpower Required
3	Manpower (Catering)	Unskilled	8
4	Manpower (Catering)	Skilled	2
	<b>TOTAL</b>		<b>10</b>

## **GENERAL CONDITIONS OF THE CONTRACT**

### **DEFINITIONS:**

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

**‘The Contract’** means the documents forming the tender and acceptance thereof and the formal agreement executed between SBILD and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the employer from time to time and all these documents taken together, shall be deemed to form one contract and these documents shall be complementary to one another.

**‘Employer / Bank’** means State Bank of India, State Bank Institute of Learning and Development (SBILD), Gandhinagar.

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

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

**‘Site’** means State Bank Institute of Learning and Development (SBILD), Gandhinagar where the works are to be carried out.

**‘Contract value’** means the value of the entire work as stipulated in the work order, conveying acceptance of the tender subject to such additions thereto or deductions therefrom as may be made under the provisions contained hereinafter.

**‘The schedule of quantity’** means the schedule of quantity as specified and forming part of this contract.

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

**‘Month’** means calendar month.

**‘Week’** means seven consecutive days.

**‘Day’** means a calendar day beginning and ending at 00 hrs. and 24 hrs. respectively.

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

1. LANGUAGE:

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

2. INSPECTION OF SITE:

The tenderers are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting their rates.

3. CONTRACTOR TO INFORM HIMSELF FULLY:

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

4. WORK TO BE CARRIED OUT:

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

5. SUFFICIENCY OF TENDER:

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

6. AWARD OF CONTRACT:

- (i) The SBILD will award the contract to the successful tenderer whose bid has been determined to be the lowest & substantially responsive, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- (ii) The SBILD reserves the right to increase or decrease the quantum of service to be provided and reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the SBILD.
- (iii) SBILD reserve their right to split the scope of work to different agencies within its sole discretion.
- (iv) The successful bidder(s) shall be bound to execute separate agreement for each site. Also, the SBILD reserve their rights to withdraw/cancel/delete any work of any site in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons therefor and the contractor shall have no right to make any representation against the same.

7. SIGNING OF CONTRACT DOCUMENTS:

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of the contract with the SBILD within 15 days from the receipt of intimation of acceptance of the tender by the SBILD. However, the written acceptance of the tenders by SBILD will constitute a binding agreement between The Bank and successful tenderer, whether such formal agreement is subsequently entered.

8. WORK ORDER:

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

9. CONTRACT DOCUMENT:

On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within 15 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The contractor shall be furnished one certified copy of the contract documents as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

10. EARNEST MONEY DEPOSIT (EMD)

The tenderer shall furnish EMD of **Rs. 80,000.00** (Rs. Eighty Thousand only) in the form of Demand Draft / Banker's Cheque / Pay Order drawn in favor of STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT." Payable at Gandhinagar. No tender shall be considered unless the EMD is so deposited in the required form along with the tender.

No interest shall be paid on EMD.

The EMD of the unsuccessful tenderer shall be returned within 30 days without interest after the decision to award the work is taken.

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

11. FORFEITURE OF EMD:

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

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

12. SECURITY DEPOSIT (Non-interest Bearing):

- i. The successful bidder will submit a Security Deposit for 5.00% of awarded Annual contract value in the form of DD/BC issued by any Nationalized Bank in favour of "STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT" payable at Gandhinagar within fifteen (15) days from the date of acceptance of the tender for due performance of the Contract.
- ii. The contractor may choose to deposit the prescribed Security Deposit by way of Bank Guarantee issued by a Scheduled Bank in India other than SBI in the format approved/provided by the SBILD. The Bank Guarantee should be valid for initial contract period of 01 (One) year from the date of commencement of contract. The Bank guarantee should also contain a claim period of three months from the last date of validity. The BG shall be further renewed on yearly basis subject to renewal of the contract by the SBILD.

- 13 The contractor's authorized representative shall be in attendance in the premises during all working hours for supervising the work. For any negligence in the service rendered by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of SBILD, the contractor shall be personally responsible and shall make good the loss forthwith.
- 14 All activities of work done under this contract shall be entered in a register daily, so that complete record of all the works performed is maintained, and signed with date by both parties viz., persons authorized for and on behalf of SBILD & the Contractor, each day on completion of work.
- 15 Without prejudice to any rights or remedies under this agreement, if the contractor dies, the SBILD authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the contractor.

16 INSURANCE OF WORKS:

- Before taking up the work, the Contractor shall obtain and submit to the Employer, a third-party insurance policy in original, issued by any Public Sector Insurance Company.
- The Policy should be issued in the joint names of Employer and contractor with Employer's name appearing first. Minimum 5 employee/worker/persons should be covered under the insurance at a time for insured sum of Rs. 5 lakh each, for any type of accident / incidence.
- The contractor shall, from time to time, provide documentary evidence as regards payments of premia for all insurance Policies for keeping them valid till the completion of the work.
- Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.
- No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.
- Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed and renewed policy is submitted with the SBILD. Nothing extra shall be payable on this account.

17 ASSIGNMENT, SUBLETTING AND CONTRACTOR'S SUPERINTENDENCE:

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

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

18 PROTECTION OF WORKS AND PROPERTY:

The contractor shall continuously protect the Employer's properties from damage or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. In case the contractor fails to make good the losses caused to The Bank due to his fault or due to negligence of his staff, SBILD reserves the right to invoke the security deposit as stated above to cover such losses.

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

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

19 UNIFORM:

The contractor shall provide new uniforms with Company's name badge (including clothing, shoes, seasonal outfit, apron, hand gloves etc.) and periodical training to all its employees deployed in the premises within the quoted rate(s) and no extra payment shall be made to contractor on this account.

20 PAYMENT OF BILLS BY THE BANK:

- a. Neither any advance nor any loan from any bank or financial institution shall be recommended based on Work Order or Award of work.

- b. The bidder who is awarded the contract shall submit the bills for the services rendered only at the end of each fortnight, i.e., from **1<sup>st</sup> to 15<sup>th</sup> & 16<sup>th</sup> to the last day of every month, to the Assistant General Manager, SBILD Gandhinagar, who shall** arrange for scrutiny of the bills and if found in order, certify for payment along with the certificate to the extent that all the equipment supplied by The Bank are well maintained and are in order. The payments shall be made within two weeks from the date of certification, subject to the condition that the Bidder has cleared all his statutory dues, viz., Labour Payments, as required to be paid by him.
- 21 Whenever under the contract any sum of money shall be recovered from, or payable by the contractor, the same shall be paid by the contractor on demand. The SBILD may also deduct such amounts from any dues of the contractor, or from any sum which at any time thereafter becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other works.
- 22 If SBILD engages workers to complete any part or whole of the work as per this contract for any period due to failure of the contractor to engage adequate number of workers, the contractor has to reimburse to SBILD the extra cost involved on this account.
- 23 ADDITIONAL WORK:  
Should any new areas of work transpire, which the Employer considers are not envisaged as being part of this tender, the prices for the new scope of work shall be mutually decided and agreed upon between the Employer and the contractor based on actual rate analysis on established norms. In the event of non-agreement of the rates, the Employer reserves the right to get the same carried out through any other agency so appointed for.
- 24 COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

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

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

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

25 OTHER COMPLIANCES:

The Contractor should ensure compliance of the following, for smooth execution of work:

- Identity card should be issued by the contractors to the contract staff deputed on State Bank of India site.
- All contract staff deputed by the contractor at SBILD site should have in possession Identity card issued by the contractors.
- The Payment slips should be issued by the contractors to the staff deputed on SBI site and payment credited by the contractor in their bank account only.
- All Contract staff should bear specified uniform bearing badges of Company's name and other accessories, viz Shoes, Seasonal Outfit, Apron, Hand gloves, etc.

26 LOCAL LAWS, ACTS, REGULATIONS

The contractor shall strictly adhere to all prevailing labour laws including of Contract Labour (Regulation and Abolition) Act, 1970 and other safety regulations which is time to time applicable and any other New Labour Law(s) as applicable in future. The contractors shall comply with the provision of all labour legislation present and future including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work, including, without limitation, the following:

- Minimum Wages Act, 1948
- Payment of Wages Act, 1936
- FSSAI Act – Acts & codes published by Food Safety & Standard Authority of India
- Workmen's Compensation Act, 1923 (Amended), as applicable
- Contract Labour (Regulation and Abolition Act) 1970 and Central Rules, 1971
- Apprentice Act, 1961
- Industrial Employment (Standing Orders) Act, 1946
- Personal Injuries (Compensation Insurance) Act, 1963
- The Repealing and Amending Act, 2003
- Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and amendment thereof
- Employees' State Insurance Act, 1948
- Shop and Establishment Act, as applicable
- Any other Acts (Central or States), that may be applicable or bye law or enactment relating thereto, and rules framed thereunder from time to time.
- Factories Act, 1948
- Employment of Children Act, 1938
- Employers' Liability Act, 1938
- Industrial Disputes Act 1947,
- Manual Scavengers and Their Rehabilitation Act, 2013
- Equal Remuneration Act, 1976

- Payment of Bonus Act, 1965
- The Unorganized Workers Social Security Act, 2008
- The Weekly Holidays Act, 1942
- Maternity Benefit Act, 1961
- Trade Unions Act, 1926
- Child Labour (Prohibition & Regulation) Act, 1986 & The Child Labour (Prohibition & Regulation) Rules, 1988
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (POSH)

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

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

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

## 27 CONTRACT PERIOD:

- The work shall be awarded for an **initial period of one year** from the date of commencement of the work, subject to its renewal on yearly basis, maximum for two similar terms on expiry of the current contract period, at sole discretion of the SBILD, on the same terms and conditions subject to satisfactory performance of the Contractor.
- The extension of contract is to the entire discretion of The Bank and cannot be claimed as right of the Contractor.
- If the contractor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, by issuing three (03) months' notice in writing.

28 DISMISSAL OF WORKMEN:

The contractor shall, on the request of the Employer, immediately dismiss from works any person employed thereon by him, who may, in the opinion of the Employer, be unsuitable or incompetent or who performs and act of misconduct. Such discharge(s) shall not be the basis of any claim for compensation or damages against the Employer or any of their officials. The contractor shall take necessary steps as per law in such situations.

29 TECHNICAL AUDIT /SCRUTINY:

- The Employer shall have the right to carry an audit / technical examination of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organizations as appointed by the Employer.
- If, as a result of the examination or otherwise, any sum is found to have been overpaid or over certified, it shall be lawful for the Employer to recover the sum from any payment due to the contractor for such work.

30 RECORDS OF DAILY OPERATION:

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

31 REPORTING AND RECORDKEEPING:

(a) Management reporting and process reviews

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

(b) Operating Meetings

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

Performance Review Meeting

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

32 FORCE MAJEURE:

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

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

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

- i. The date of commencement of the event of Force Majeure;
- ii. The nature and extent of the event of Force Majeure;
- iii. The estimated Force Majeure Period.
- iv. Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- v. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- vi. Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

33 ACCIDENTS:

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

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

34 TERMINATION:

- (a) SBILD shall be at liberty to terminate the contract by issuing three (3) months' notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation to the Contractor for such termination of Contract.
- (b) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the SBILD shall have the right to terminate the contract forthwith with three (3) months' notice and rearrange the work through other agencies at contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

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

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

The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of SBILD or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.

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

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

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

### 36 INDEMNITY BOND:

- Contractor shall sign an Indemnity Bond in an approved format as per Annexure before starting the work, indemnifying the SBILD from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to non-adherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.
- In case of any damage to property by the contractor, SBILD shall have the right to recover the cost of such damages from payments due to the contractor and decision of the SBILD in this regard, shall be binding on the Contractor.
- If the contractor fails to improve the standards of safety in its operation to the satisfaction of SBILD after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized SBILD official, the SBILD shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by SBILD.
- Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of State Bank of India.

### 37 SETTLEMENT OF DISPUTES AND ARBITRATION:

- **Resolution of dispute:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract, the parties may mutually settle the dispute amicably.
- **Arbitration:** Any dispute and/or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the parties. If the disputes are not resolved by discussions, then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the parties. The arbitration proceedings shall be conducted in Gandhinagar and in English language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.
- **Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India – Acts, Rules, Amendments and orders made thereon from time to time.
- **Jurisdiction:** All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Gandhinagar only and not elsewhere.
- **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the SBILD or any person for anything that is done in good faith or intended to be done in pursuance of tender.

38 FORECLOSURE OF CONTRACT IN FULL OR IN PART:

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

39 PRICES:

The amount quoted and accepted will be binding on the tenderer. In case of any change in GST or introduction of any new tax due to Statutory Act of The Government after the date of submission of tenders and during the tender period, the quantum of additional taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. Similarly, any reduction in tax etc. shall be deducted. Price structure will be solely dependent upon the rate approved as per work order and revisions of the same as per price variation/escalation clause mentioned in the tender. For claiming the additional cost on account of the increase in tax structure, the tenderer should produce proof from the concerned Competent Authorities for having paid additional tax on the services provided to the SBILD and can also claim the same in the invoice.

40 INSOLVENCY:

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

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

41 CONFIDENTIALITY:

- Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to tenderer or any other persons, not officially concerned with such process, until the notification of contract award is made.
- Any effort by the tenderer to influence the SBILD in the bid evaluation, bid comparison, or contract award decisions may result in the rejection of the tenderer's bid.

42 CORRUPT OR FRAUDULENT PRACTICES:

- The SBILD as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.
- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of SBILD and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SBILD of the benefits of free and open competition.
- "Collusive practice" means a scheme or arrangement between two or more tenderers, with or without the knowledge of the SBILD, designed to establish tender prices at artificial, non-competitive level.
- "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of the contract.
- The SBILD will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.
- The SBILD will declare a firm or individual as ineligible, either indefinitely or for a stated period, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

48. PENALTIES / LIQUIDATED DAMAGES:

Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the SBILD, the Contractor shall be penalized up to 5.00% deduction in the monthly bills.

The contractor agrees to ensure the quality of manpower employed on contract basis. In case of any deviation, we, hereby, authorize SBILD to recover penalty ranging from 5.00% to 10.00% on the fortnightly bill amount payable by The Bank from our Bills/dues. We further undertake that in case, more than 5 such instances are recorded/reported during the contract period, SBILD shall be free to debar us from participation in future tenders.

49. PRICE VARIATION CLAUSE:

Please note that rates quoted by the vendor shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work.

SBILD may consider renewal of contract for two similar terms on the same terms and conditions, provided that the services rendered by the vendor are found satisfactory. However, renewal of contract is discretion of SBILD, and the contractor shall have no right to claim for the same.

**Price Variation on all material components, profit etc.:** No escalation in contractor's profit & supervision, consumable items, uniform, shoes, seasonal outfits etc., if any, will be allowed during the contract period.

50. VALIDITY OF CONTRACT:

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

51. ASSIGNMENT AND SUBLETTING:

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

52. NON-DISCLOSURE:

The Contractor shall not disclose directly or indirectly any information, materials and details of the SBILD's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during discharging contractual obligations in connection with this agreement, to any third party and shall always hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the prior written consent of the SBILD. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

## AGREEMENT FOR PROVIDING CATERING SERVICES

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

This AGREEMENT is made at Gandhinagar on this \_\_\_\_\_ day of \_\_\_\_\_ between SBILD Gandhinagar, having its Office at Near GSPC Bhavan, Sector-11, Gandhinagar represented by its authorized officer (hereinafter called “Bank”) on the \_\_\_\_\_ one part including his successors, assignees etc. and M/s (proprietorship/partnership firm/Company), incorporated under the provisions of the Companies Act and having its registered office at \_\_\_\_\_

\_\_\_\_\_ (hereinafter called “the Contractor”) represented by Shri ..... who is authorized to enter this agreement by its Board of Directors or in capacity of-----, on the other part.

AND WHEREAS The Bank has intention of engaging a contractor to provide Catering services at State Bank Institute of Learning and Development (SBILD), Gandhinagar.

AND WHEREAS The Bank had invited Tenders from eligible contractors interested to provide Catering services at State Bank Institute of Learning & Development, Gandhinagar situated at Near GSPC Bhavan, Sector-11, Gandhinagar as indicated in the scope of work and other documents attached to the Tender.

AND WHEREAS the Contractor and others submitted the Tenders and The Bank has awarded the contract relating to Catering service at State Bank Institute of Learning & Development, Gandhinagar Situated at Near GSPC Bhavan, Sector-11, Gandhinagar as indicated in the scope of work and other documents attached to the Tender Document to the Contractor.

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

### A. NOW IT IS HEREBY AGREED ASFOLLOWS:

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

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

**B. SERVICES TO BE RENDERED BY THE CONTRACTOR:**

The contractor shall:

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

- v. Ensure that all persons employed by him, for the purpose of rendering the services required by The Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by The Bank. The contractor shall be solely responsible for any injury or damages to any persons, animals or any other things.
- vi. Ensure that his employees, while in the premises of The Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by The Bank or its authorized agents and The Bank shall be the sole judge as to whether or not the services provided by the contractor and/or is as per the terms and condition of this contract or not.
- vii. Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of The Bank.
- viii. Be liable for any damages/losses caused to The Bank by way of damages to The Bank's premises or any part thereof or to any fixtures or fittings thereof or any property of The Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
- ix. The Contractor agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement that they are employees of the Contractor and that they shall have no claim against The Bank and The Bank shall not be liable to pay wages, salary or any other type of compensation to execute the contract or provide any other statutory benefits under the Labour Law and/ or any other legislation and the Contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.
- x. The Contractor shall obtain license, if any, required under Gujarat State Government Law or Central Government Law as applicable in case of the services covered under this contract.
- xi. Wherever warranted, as per the Scope of work, the Contractor shall provide skilled workmen staff having appropriate and valid licenses.
- xii. All staff deployed by the contractor in The Banks' premises shall be provided with uniform bearing Company's badge and safety shoes / footwear etc., once in a year.
- xiii. The Contractor shall be responsible for the training, allotment of duties, hours of work and timings to the engaged personnel for the purpose. The Contractor shall alone have the right to exercise control, give directions and manage the personnel engaged for the purposes.

- xiv. The Contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and which are used by the Contractor during the course of the housekeeping services under these presents.
- xv. The contractor should possess, for the entire duration of these presents, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour (Regulation and Abolition) Act, 1950 and rules there under. The contractor shall comply with all rules and regulations in force under the said Act and rules. The Contractor shall comply with all applicable laws, rules and regulations relating to Provident Fund, Payment of Bonus, Minimum Wages or any other Statutory / Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.
- xvi. The Contractor shall in terms of the provisions of Sections 16, 17 and 18 of the Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed under the said Act provide the prescribed amenities to its personnel. In case of failure of the Contractor in complying with the said provisions, The Bank may provide the same when called upon to do so by the Competent Authorities and deduct the expenses incurred thereof from the bills of the Contractor without prejudice to its other rights and remedies under these presents. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far these relate to the compliance of any and all statutory provisions / obligations.
- xvii. In terms of the provisions of the aforesaid Contract Labour (Regulation & Abolition) Act, 1970 and rules 72 and 73 of the Rules framed there under, in case the same are applicable to the Contractor, the contractor shall disburse the minimum wages payable to its personnel only in the presence of the Authorized Representatives of The Bank and shall obtain due certification to that effect from the said Authorized Representative of The Bank. Any violation of the aforesaid provisions of the law will entail forthwith termination of this contract in addition to such penal consequences as may be attended with under these presents.
- xviii. If The Bank notices that the personnel of the contractor has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the contractor who will devise corrective steps immediately to avoid recurrence of such incidents and report to Bank his action plan.

#### C.TERMINATION OF AGREEMENT:

- (a) Without prejudice to what is contained hereinabove, the SBILD shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason(s) and without payment of any compensation, if:
  - I. In the opinion of the SBILD (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to The Bank's satisfaction and/or

- II. The contractor commits a breach of any terms and conditions of this agreement and/or
  - III. for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
  - IV. There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of The Bank to such variation.
- (b) In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from The Bank by way of compensation, damages or otherwise.
- D. STAMP DUTY:
- The contractor shall bear all the expenses pertaining to execution of the agreement, including the stamp duty and the registration charges. The Original copy of the agreement shall be retained by the SBILD on the original of this agreement, which shall be executed in duplicate, and the SBILD shall retain the original and the contractor shall be provided with a Certified / Notarized copy for their record.
- E. The contractor shall ensure payment of Statutory minimum wages to the workmen employed by him/ her/ them during currency of contract.
- F. Service Provider agrees to indemnify and hereby keeps The Bank indemnified against all actions, claims, loss, damages, costs, charges, expenses (including Attorney / Advocate fees and legal expenses) which The Bank may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives, Sub-Contractors. Service Provider further agrees to make good the loss suffered by The Bank upon first demand by The Bank which shall be final, conclusive and binding on Service Provider.
- G. The several parts of this contract have been read by the contractor and fully understood by the contractor.
- H. The Contractor shall not disclose directly or indirectly any information, materials and details of The Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during discharging the contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of The Bank. The Contractor shall indemnify The Bank for any loss suffered by The Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and The Bank shall be entitled to claim damages and pursue legal remedies, including termination of the contract.

- I. The Contractor shall take all appropriate actions with respect to his employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
- J. The Bank reserves the right, without prejudice to the terms and conditions of this agreement, to alter the specifications and nature of the work by adding to or omitting any item of work or portions of the work/s being carried out at any time during the currency of contract, by issuing a letter to this effect to the Contractor.
- K. All payments by The Bank under this Contract will be made only at Gandhinagar.
- L. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions execute and complete the work shown upon the said specifications and the schedule of quantities.
- M. The Bank shall pay the contractor the said contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.
- N. The said Conditions and Annexures thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained. The agreement and documents mentioned herein shall form the basis of this Contract.
- O. For redressal of complaints of sexual harassment at workplace, parties agree to comply with the policy framed by The Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.
- P. Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the premises or the articles / equipment or any part thereof by The Bank to the Contractor or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either by efflux of time or otherwise.
- Q. The Contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, The Bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.

- R. The Bank shall have the right to direct the Service Provider to get themselves audited by external empaneled auditors appointed by The Bank annually or as decided by The Bank covering the risk parameters finalized by The Bank and the vendors are required to submit such certification by the Auditors to The Bank. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by The Bank's empaneled Auditors, furnish all relevant information, records/data to them. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by The Bank or in the certification submitted by the empaneled Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the empaneled auditor shall further certify in respect of resolution of *the deficiencies*. The resolution provided by the Service Provider shall require to be certified by the empaneled Auditors covering the respective risk parameters against which such deficiencies have been observed.
- S. It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of The Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- T. Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of The Bank.
- U. None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against The Bank.
- V. This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be an employee of the other Party.
- W. All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.
- X. No sub-contracting of any part of the Services by the Service Provider shall be allowed other than those specifically mentioned in this Agreement or agreed by The Bank in writing.
- Y. The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that any subcontractor engaged by it shall act in compliance with the above Act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.

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

Signed and delivered by  
State Bank Institute of Learning and Development  
(SBILD), Gandhinagar.  
(Name and Designation)

In the presence of:

Witnesses:

1. \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

SIGNED AND DELIVERED BY

The Contractor by the hand of  
Shri \_\_\_\_\_ and duly constituted attorney.

(Name & Designation)

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

In the presence of:

Witnesses:

1. \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

THE COMMON SEAL OF \_\_\_\_\_

was hereunto affixed pursuant to the resolutions passed by its Board of Directors at  
the meeting held on \_\_\_\_\_ in the presence of

(1)

(2)

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

1. \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

## LETTER OF DECLARATION

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

The Assistant General Manager & Director  
State Bank Institute of Learning and Development  
Sector-11  
Gandhinagar,

Dear Sir,

**E-TENDER THROUGH GeM PORTAL FOR CATERING SERVICES AT STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT (SBILD), GANDHINAGAR**

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

a	Description of work	e-Tender for catering services at State Bank Institute of Learning and Development (SBILD), Gandhinagar.
b	Earnest Money	<b>Rs. 80,000.00</b> (Rs. Eighty Thousand only)
c	Validity of Contract	Period of 1 (One) year from the date of commencement of work, subject to the renewal on yearly basis, for two similar terms after expiry of initial period of 1 (One) year subject to satisfactory performance.

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

3. I/we have deposited Demand Draft / Banker's Cheque for a sum of Rs. **80,000.00** (Rupees Eighty Thousand only) as Earnest Money Deposit with State Bank Institute of Learning and Development. Should I/we do fail to execute the contract when called upon to do so, I/we hereby agree that this sum shall be forfeited by me/us to SBILD Gandhinagar.
4. We understand that as per terms of this tender, the SBILD Gandhinagar may consider accepting our tender in part or whole or may entrust the work of manpower service contract. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of SBILD Gandhinagar deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as mentioned in Terms & Conditions of this tender.
5. We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material/profit during the currency of contract/execution/completion period.
6. We have read and understood the various provisions / instructions governing the manpower services in general and the supply of manpower on contract basis at the same rates stated in the Technical/Price Bid. We also note that initial contract period is of one year and for the subsequent periods of renewal, if any, the rates shall be decided mutually between The Bank and us, based on the rates approved by The Bank in other offices.
7. We hereby agree to ensure the quality of manpower employed on contract basis. In case of any deviation, we, hereby, authorize SBILD Gandhinagar to recover penalty ranging from 5.00% to 10.00% on the fortnightly bill amount payable by The Bank from our Bills/dues. We further undertake that in case, more than 5 such instances are recorded/reported during the contract period, SBILD Gandhinagar shall be free to debar us from participation in future tenders.
8. Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by SBILD Gandhinagar, including taking any action against us as deemed fit.

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

Signature of the Tenderer with Seal

Value Rs. \_\_\_\_\_

**DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF  
SECURITY DEPOSIT**

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

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

B.G.No

Date:

**To**

The Director,  
State Bank Institute of Learning and Development,  
Gandhinagar

Dear Sir,

Bank Guarantee of Rs \_\_\_\_\_ towards Security Deposit for the work for  
catering services at State Bank Institute of Learning and Development (SBILD),  
Gandhinagar.

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the  
Contractor) have entered into contract (for providing catering Services at SBILD  
situated at Gandhinagar) with SBILD as mentioned vide SBILD letter no.....  
dated..... and the correspondence and tender documents relating thereto  
which is hereinafter referred to as “the said contract” the Contractor has now agreed to  
produce a Bank Guarantee amounting to 5.00% of the annual contract value to  
SBILD..... for performing their part of the contract obligations.

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

AND WHEREAS (Name of Bank and its branch) having their office at (address) the  
Guarantor, at the request of the contractor hereby furnishes a Performance Bank  
guarantee in favour of SBILD, Gandhinagar and Guarantees in the manner  
hereinafter appearing. In consideration of the premise, we (name of Bank and its  
branch)

.....

having our office at (address) here after called the “Guarantor” (which expression shall include its successors and assigns) hereby expressly, irrevocably & unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between SBILD, Gandhinagar and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to SBILD Gandhinagar immediately the sum equivalent to the amount guaranteed hereunder.

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

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

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

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

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

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

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

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

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication (including email, fax etc.) to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBILD Gandhinagar that the envelope was so posted shall be conclusive.

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

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

This guarantee will remain valid up to\_\_\_\_\_unless a demand or claim under this guarantee is made in writing against us within twelve months from that date, i.e. on or before -----, the guarantor shall be discharged from all liability under the guarantee thereafter.

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

Dated the .....

SIGNED AND DELIVERED

For & on behalf of (Bankers Name & Seal)

(Signature/s with designation/s of signatories)

(Banker's seal)

## **DRAFT INDEMNITY BOND FORMAT**

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

THIS DEED OF INDEMNITY BOND executed at Gandhinagar on this\_\_\_\_day  
of\_\_\_\_month of year Two Thousand and Twenty-five (2025) By  
M/s\_\_\_\_\_duly represented by proprietor / one of its partners  
Shri,\_\_\_\_\_aged\_\_\_\_\_years, son  
of Shri\_\_\_\_\_, residing at \_\_\_\_\_  
(hereinafter referred to as “the Contractor”)

In favour of State Bank Institute of Learning and Development (SBILD), Gandhinagar.

Whereas SBILD on behalf of State Bank of India has invited open bid tenders from the contractors for providing catering services on contract basis at SBILD situated at Near GSPC Bhavan, Sector-11, Gandhinagar.

The Contractor has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favor of Contractor by State Bank Institute of Learning and Development vide their letter No..... dated.....

And whereas as per tender documents, the Contractor will enter into a Contract Agreement with State Bank Institute of Learning and Development and execute an Indemnity Bond before starting the work. The Contractor has entered into Contract Agreement with State Bank Institute of Learning and Development on.....  
(hereinafter referred to as “the Contract”).

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

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

**Signature of Contractor with seal**

COMMERCIAL PRICE BID

(To be submitted online)

STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT

NEAR GSPC BHAVAN, SECTOR-11, GANDHINAGAR-382011

Tender Part – II (Cover-B)

Price Bid

ESTIMATE FOR OUTSOURCING OF CATERING SERVICES AT STATE  
BANK INSTITUTE OF LEARNING & DEVELOPMENT, GANDHINAGAR

Name of The Tenderer: .....

Address: .....

Email id .....

Fax no. ....

GSTIN: .....

...

STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT

NEAR GSPC BHAVAN, SECTOR-11, GANDHINAGAR-382011

TENDER PART-B (PRICE BID)

IMPORTANT INSTRUCTIONS TO THE BIDDERS:

The Bidders are advised to note and ensure compliance of the following while quoting their rates:

1. The rates quoted, nearest to two decimal places shall be inclusive of all taxes/levies/charges & GST.
2. If at any stage of work, it is found that the Contractor is not paying minimum wages to the workers, the SBILD reserves the right to discontinue services as per terms of the contract.
3. The quote should include prescribed minimum wages per month inclusive of all statutory requirements as per the Minimum Wages Act of 1948.
4. All payment shall be subject to statutory deductions towards TDS etc. as applicable during currency of contract.
5. Monthly payment to the manpower employed by the contractor must be paid either through cheque or by crediting in their bank accounts
6. The contractor should enclose the copy of the details of monthly wages payment, EFP, ESI and another statutory component along with the monthly bill raised to The Bank.
7. Catering charges per participant per day below the 92.50% of the estimated cost of Rs. 450.00 (without GST for Normal Lunch)/500.00 (without GST for SPL Lunch) will require Additional Security Deposit or Additional Performance Gurantee. The amount of such ASD/APG shall be difference between 92.50% of estimated cost put to tender and the quoted price, for 01 year.

SIGNATURE OF CONTRACTOR WITH SEAL

NAME:

ADDRESS:

ESTIMATE FOR OUTSOURCING OF CATERING SERVICES AT STATE BANK INSTITUTE  
OF LEARNING & DEVELOPMENT, GANDHINAGAR

(Price Bid)

**SUMMARY OF PROJECT COST**

Catering charges (per participant)		Rate in	Unit Price	Applicable GST	Rate Quoted	No. of Units for 01 Year	Amount in Rs.
1	Bed Tea/Coffee in Hostel/Guest Rooms. (100 ml)	Rs.				17290	0.00
2	Breakfast and Tea/Coffee, in Dining Hall, Veg & Non-Veg	Rs.				17290	0.00
3	Forenoon Tea/Coffee (in Lobby near Classrooms and Faculty Blocks (100 ml)	Rs.				17290	0.00
4	Normal Lunch (in Dining Hall), Vegetarian only *	Rs.				12350	0.00
5	SPL Lunch (in Dining Hall), Vegetarian only *	Rs.				4940	0.00
6	Afternoon Tea/Coffee (in Lobby near Classrooms and Faculty Blocks)	Rs.				17290	0.00
7	Evening Tea/Coffee/Snacks (Dinning Hall and Faculty Blocks)	Rs.				17290	0.00
8	Dinner Veg & Non-Veg *, in Dinning Hall with Non-Veg on a separate Table	Rs.				17290	0.00
						<b>TOTAL</b>	<b>0.00</b>

\* For Non-Veg additional cost - Rs. 50/-

\* For Special VIP Lunch/Dinner additional cost of Rs. 50/-

**NOTE:**

1. GST amount will be paid on actual basis by the Bank. The successful vendor has to submit system-generated GST tax invoice incorporating Bank's GST number and vendor GST number. Manual GST invoices will not be accepted.
2. If the amount quoted by the bidder in the Price Bid is unreasonable/unrealistic and catering charges per participant per day is below the 92.50% of the estimated cost of Rs. 450.00 (without GST for Normal Lunch)/500.00 (without GST for SPL Lunch) it will require Additional Security Deposit or Additional Performance Guarantee. The amount of such ASD/APG shall be difference between 92.50% of estimated cost put to tender and the quoted price, for 01 year.

SIGNATURE OF CONTRACTOR WITH SEAL

NAME:

ADDRESS:

**STATE BANK OF INDIA**  
**SBILD, GANDHINAGAR**  
NEAR GSPC BHAVAN, SECTOR-11, GANDHINAGAR - 382011

**ESTIMATE FOR OUTSOURCING OF MANPOWER FOR, CATERING AND ALLIED ACTIVITIES AT  
STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT, GANDHINAGAR**

**RATE CHART**

**PRICE SCHEDULE-4**

Catering charges (per participant) (INCLUDING SERVICE CHARGES)			Rate (for 05 Days) Normal Lunch	Rate (for 02 Days) - SPL Lunch	Total Catering Charges for 01 Week
1	Bed Tea/Coffee in Hostel/Guest Rooms. (100 ml)	Rs.			
2	Breakfast and Tea/Coffee, in Dining Hall, Veg & Non-Veg	Rs.			
3	Forenoon Tea/Coffee (in Lobby near Classrooms and Faculty Blocks (100 ml)	Rs.			
4	Lunch (in Dining Hall), Vegetarian only *	Rs.			
5	Afternoon Tea/Coffee (in Lobby near Classrooms and Faculty Blocks)	Rs.			
6	Evening Tea/Coffee/Snacks (Dinning Hall and Faculty Blocks)	Rs.			
7	Dinner Veg & Non-Veg *, in Dinning Hall with Non-Veg on a separate Table	Rs.			
8	Total (A) (Inclusive of all taxes) (1+2+3+4+5+6+7)	Rs.	0	0	0
9	Catering charges per participant 8(A) per day below the 92.50% of the estimated cost of Rs. 450.00/500.00 (without GST) will require Additional Security Deposit or Additional Performance Gurantee. The amount of such ASD/APG shall be difference between 92.50% of estimated cost put to tender and the quoted price, for 01 year.	Rs.	450	500	3250
For 60 Persons' Capacity for 03 Weeks (B)		Rs.	8(A)*60*3		0
Notional persons 10 for 01 Week (C)		Rs.	8(A)*10*1		0
Total Weeks (D) in a Year			52		
Total Annual Expense ((B+C) *52)/4		Rs.	-		
Applicable GST @5.00%		Rs.	-		
Total Annual Expense		Rs.	0.00		
Monthly Catering Charge is subject to actual participation / utilization of facility. The minimum charges will be paid for 10 participants per day, subject to no. of Participant <10. (Excluding Sundays & Holidays).					

\* For Non-Veg additional cost - Rs. 50/-

\* For Special VIP Lunch/Dinner additional cost of Rs. 50/-