

E-TENDER DOCUMENT **FOR HOUSEKEEPING & MAINTENANCE WITH CATERING SERVICES FOR**

STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT, B-16, **SECTOR-62, NOIDA-201307**

E-mail: director.sbildnoida@sbi.co.in

For detailed information, please contact for further information/clarification, please contact (0120-4696601/02) during 10AM to 5.00 PM.

Last date for submission of the tender is 08.04.2025 by 15.00 hrs.

Tender No. SBILDNOIDA/02/2025-DATED: 29.03.2025

E-mail: director.sbildnoida@sbi.co.in

STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT, NOIDA

B-16, SECTOR-62, NOIDA-201307

INVITATION FOR TENDERS FOR HIRING OF SERVICES FOR

HOUSEKEEPING & MAINTENANCE WITH CATERING SERVICES AT SBILD NOIDA

29/03/2025

Tender Document No. SBILDNOIDA/02/2025-DATED: 29.03.2025

PIN :-----

Start date of the Tender Documents

CONTACT NO. LANDLINE :-----

MOBILE NO :-----

E-MAIL :-----

The tender documents can be downloaded from the website www.sbi.co.in.

For further information/clarification, please contact (0120-4696601/02) during 10AM to 5.00 PM.

The bank will not be responsible for any postal delay or loss or non-receipt of tender documents. No consideration will be given to a tender received after the date and time specified above.

e-TENDER DOCUMENT **FOR HOUSEKEEPING**

MAINTENANCE WITH CATERING SERVICES

FOR

INTEGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE WITH CATERING SERVICES) AT STATE BANK **INSTITUTE OF LEARNING AND DEVELOPMENT, B-16, SECTOR-62,** NOIDA-201307

Name of Bidder:		
	Address:	
PIN		
	Contact:	
Landline		
Mobile		
Fax		
E-mail:		

CONTENTS

SI. No.	Description/ Clause		Page No
1	Notice Inviting Tenders		5 - 10
2	Letter of Declaration	Annexure- A	10 - 11
3	Instructions to the Tenderer	Annexure- B	12 - 15
4	Schedule-I		16 -16
5	Terms & conditions		17 - 27
6	Periodicity of Housekeeping & Maintenance service	Annexure-I	28 - 28
7	Brands of Cleansing Materials for House Keeping Services	Annexure- IA	29 - 29
8	Brands of Items for Catering Services	Annexure- II	30 - 30
9	Menu Card (Tentative) for Catering Services	Annexure- III	31 - 31
10	Rate List for Catering services at Learning Centre (to be filled online only)	Annexure-IIIA	
11	Manpower Requirement	Annexure- IV	32 - 32
12	Declaration regarding wages to be paid by the caterer to contract labour	Annexure- IVA	33 - 33
13	Pre-Bid Schedule II Uploaded in Bid section	Annexure- V	
14	Proforma	Annexure-VI	34 -34
15	Verification Report	Annexure-VII	35 - 35
16	Draft Indemnity Bond Format	Annexure-VIII	36 - 37
17	Draft Memorandum of Contract	Annexure-IX	38 - 50
18	List of Items supplied to the Contractor by the Bank.	Annexure- X	51 -51

NOTICE INVITING e-TENDERS

State Bank of India invites e-tenders on GeM portal for INTEGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE WITH CATERING SERVICES) AT STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT, B-16, SECTOR-62, NOIDA-201307 as per following schedule:

1	NAME OF WORK	INTEGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE WITH CATERING SERVICES) AT STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT, B-16, SECTOR-62, NOIDA-201307
2	EARNEST MONEY DEPOSIT	Rs. 1,80,000/- (Rs. One Lac Eighty Thousand Only), in the form of Demand Draft/ Banker's Cheque issued by any nationalized /scheduled Bank drawn in favour of State Bank of India payable at Noida which shall be converted into interest free security deposit for successful contractor, whose tender is accepted. MSE Vendors are exempted from EMD.
3	SECURITY DEPOSIT	A sum equal to 5% of tender amount (annual value) or Rs. 7,20,000/- (Rs. Seven Lac Only) whichever is higher, in the form of interest free Demand Draft/ Banker's Cheque issued by any nationalized /scheduled Bank drawn in favour of State Bank of India payable at Noida or Bank Guarantee (BG) of equivalent amount issued by any nationalized /scheduled Bank or a STDR in joint A/c of Bank & Contractor as security deposit for entire contract period duly discharged in favour of the Bank. The security deposit will be refunded on expiry/termination of the contract as the case may be after adjusting the dues payable by the contractor to the Bank.
4	TENDERS SUBMISSION	Technical Bid: Online through GeM portal https://www.gem.gov.in in BID section. Price Bid: Online through GeM portal https://www.gem.gov.in in BID section. Place of submission of EMD: AT STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT, B-16, SECTOR-62, NOIDA-201307 To be submitted before time & date mentioned at S.No. 6 below.

5	LAST DATE & TIME FOR SUBMISSION OF E- TENDERS	As Mentioned in GeM per Portal
6	DATE AND TIME OF OPENING OF E-TENDERS	As Mentioned in GeM per Portal
7	VALIDITY FOR OFFER	Minimum 3 (three) months from the date of opening of tender.
8	COMMENCEMENT OF WORK	Within 07 days from the date of issuance of work order.
9	TIME OF COMPLETION OF WORK	Till the expiry of the Contract
10	PENALTY	As per relevant clause of tender document.
11	PERIOD OF HONORING PAYMENT CERTIFICATE	Within 15 days from the date of receipt of bill with all supporting documents.
12	INSURANCE	As per relevant clause of tender document.
13	WORKING SCHEDULE	In co-ordination with all the other agencies without disturbing the functioning of the office.
14	Monthly Bill	Monthly bill shall be raised by the Contractor in accordance of Schedule II (Finance / Price bid).
15	a) Experience	The company / firm must have minimum 5 years of experience before the bid opening date, in Integrated Facility Management Services (Housekeeping & Maintenance with catering services) to government departments, public sector companies, and government autonomous organizations: Copy of documents as per Experience criteria of GEM to be uploaded as proof of experience.
	b) Minimum Turnover (Average annual in last three years 2021-22, 2022-23,2023-24) Provisional of 24-25 may also be considered on producing valid CA certificate.	Rs. 1 Crore
	c) Full-fledged office	The bidder must have full-fledged office/service centre/Branch office in any of location with-in geographical area of Delhi/NCR. Copy of electricity bill in the name of firm /GST certificate/ trade license /ESI/PF registration receipt etc to be uploaded. Document should be maximum 3 months old from tender floating date (To ascertain that the service

		centre/Office/Branch office is full-fledged, bank may visit the said office at its own discretion).
	d) Past Performance	The company should have completed Integrated Facility Management Services (Housekeeping & Maintenance with catering services) either of the following:
		At least one Similar works of value of not less than 80 % each i.e. 115.20 Lacs
		Or
		Two Similar works value not less than 60 % each i.e. 86.40 Lacs.
		Or
		Three Similar works of value not less than 40 % each i.e. of 57.60 Lacs.
		In at least one of the last three financial year. Completion Certificates of the above works, in case completion certificates are not available, the copies of GST invoices (Completed Annual Contract) raised in the name of client may be considered at the sole discretion of the Bank. (The above certificates/invoices etc. must be of any Central / State Govt Organization / PSU / Public Listed Company)
16	Income Tax and GST	 Income Tax/GST will be deducted at source as per Govt. Guidelines. Reimbursement of GST on contract will be made only on submission of proper GST invoice as per applicable GST provision. The Bidder should comply with the following. Bidder should have GST Registration Number Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision Bidder should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the Bidder.
17	Time of completion of work	Till the expiry of the Contract
18	Liquidate Damage (LD)	As per relevant clause of tender document. At the rate of 0.5% of the Contract Value per week which subject to a maximum of 5% of the accepted Contract Value.
19	Terms & mode of payment	There would be no provision for advance rental payment. The vendor will submit the invoice along with the necessary documents within 7 days on completion of each month to the user department. After verification of invoice & documents submitted by the Vendor and deducting the penalties, if any, the user department will make payment for the

		monthly hiring charges due. Payment certificate will be honoured within 15 working days of receipt of bill with all supporting documents.
		The monthly hiring rate will be firm throughout the contract period from the date of issue of the work order and shall not change at any event during the contract period. Payment shall be made by way of Electronic fund transfer. The vendor should furnish details of the Bank, A/c no, IFSC code PAN, GST numbers etc. in the Invoice.
20	Place of opening of tender	Asst General Manager (SBILD), SBILD, B-16, Sector-62 Noida-201307 <u>director.sbildnoida@sbi.co.in</u>
21	Contact person (SBI)	Director, SBILD, Noida, B-16,Sector-62,Noida - 201307,director.sbildnoida@sbi.co.in , Ph. 0120-4696601/02
22	Performance guarantee:	 ASD/APG shall be applicable if the bid price is below 5% of the estimated cost put to the tender. The amount of such ASD/APG shall be the difference between 92.5% of estimated cost put to the tender and the quoted price Bank Guarantee or FDR receipt favoring our Bank but drawn on any other nationalized Bank will also be accepted as ASD/APG
23	Documents to be uploaded on GEM Portal	Complete tender document signed and stamped. Copies of documents as per Experience criteria be uploaded in GEM portal as proof of experience. Sr. No: 15(a) Completion Certificates of the above works, in case completion certificates are not available, the copies of GST invoices raised in the name of client as defined in Experience criteria of this NIT, Copies of workorders, appreciation certificates and performance certificates may be enclosed. Copies of same to be uploaded in the GEM portal. Copy of electricity bill in the name of firm /GST certificate/ trade license /ESI/EPF registration/ VAT registration/ Service Tax registration/ Valid Catering services licence from Competent govt authorities/ any other certification/ registration required as per labour laws as applicable to be uploaded to certify full-fledged office criteria as defined in this NIT. Other documents as per GeM criteria stating turnover, etc (CA certificate etc). Audited Financial Statements (P&L and balance sheet) for the last three financial year (2021-22.2022-23, 2023-24).

		ITR copies for the last three financial years (2021-22, 2022-23, 2023-24). Certificate of Incorporation, Articles & Memorandum of Association in case of company/partnership deed in case of a partnership firm. Certificate of registration with Employee's State Insurance Corporation. Certificate of registration with the office of the Regional Provident Fund Commissioner. Valid Certificate of ISO in catering business. Copy of valid catering Services license (FSSAI) from competent government authority. The firms not in possession of valid licenses as above will be rejected
24		PLEASE SUBMIT ONLY RELEVANT DOCUMENTS
25	REJECTION OF TENDER/S, IN CASE.	a- Incomplete document submission (technical bid and /or financial bid), Delay in submission.
		b- Non-submission of mentioned EMD deposit (in prescribed mode),
		c-Non-adherence to laid down norms/criteria stated in tender document.
		d- Quoting beyond 2 decimal places after decimals is not permitted and would lead to disqualification of bid.
		e- Service charges and Admin charges are necessary & has to be quoted at least @ 3.85% or more, quoting below 3.85% would lead to the rejection of bid.
		f- Total Bid Value Lumpsum Quote to be entered online at GeM portal must be equal to Total Price for Annual Service Including GST of uploaded price Bid i.e. Schedule II. Bids not complying the condition will not be considered and will be rejected outright.
26		In case of any ambiguity or discrepancies between various components of Tender document Schedule II will prevail over the others.

DIRECTOR,

STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT,

B-16, Sector-62, NOIDA-201307,

LETTER OF DECLARATION

(To be uploaded duly typed, signed with stamped by the Authorized Signatory on the Letter Head of the Bidder with Technical Bid document)

DIRECTOR,

STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT,

B-16, SECTOR-62, NOIDA-201307

Phone: 0120-4696601,02.

E-mail: director.sbildnoida@sbi.co.in

<u>e-tender for integrated facility management services (housekeeping maintenance with catering services) for state bank institute of learning and development, b-16, sector-62, noida-201307</u>

Dear Sir,

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 on the minimum manpower including consumable etc. basis mentioned in the attached schedule and in accordance with all respect with the schedule of instructions, scope of work and instruction in writing referred to in the general terms and conditions of tender/ contract and annexure etc. and with such conditions so far as they may be applicable.

		/ - /	
а	Description of work	e-Tender for Integrated Facility Management Services (Housekeeping	
		Maintenance with Catering Services for State Bank Institute of Learning and	
		Development (SBILD) at State Bank Institute Of Learning And	
		Development, B-16, Sector-62, Noida-201307.	
b	Earnest Money	Rs. 1,80,000.00 (Rs. One Lakh Eighty Thousand only) MSE Vendors	
		are exempted from EMD.	
С	Validity of Contract	The contract for the above services would be for a period of one year from the date of award of work subject to renewal for a further period of one year on the same terms and conditions upon renewal of License of the Contractor on or before expiry of the License granted by the Appropriate Authority under the Contract Labor (Regulation & Abolition) Act, 1970. However, the contract will not be renewed beyond (02) Two years. The renewal after one year from the date of award of work, for another year, will also be subject to review of satisfactory performance and solely at discretion of the Bank.	

- 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 **SBI**, the amount mentioned in the said conditions.
- 3.I/we have deposited Demand Draft / Banker's Cheque for a sum of **Rs. 1,80,000/- (Rs. One Lakh Eighty Thousand Only)** as Earnest Money Deposit with **SBI** Should I/We do fail to execute/perform the

contract/agreement when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to **SBI**.

- 4. We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the work of housekeeping for proposed premises. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of SBI 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.
- 5. We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/ execution/ completion period.
- 6. 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 SBI, 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

INSTRUCTIONS TO TENDERER

INTEGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE WITH CATERING SERVICES) AT STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT, B-16, SECTOR-62, NOIDA-201307

STATE BANK OF INDIA invites e-Tenders for providing Integrated Facility Maintenance Services (Housekeeping and Maintenance with catering Services) in the premises described in relevant section/ annexure of Schedule-I.

1. **EMD**:

EMD of **Rs. 1,80,000.00/- (Rs. One Lac Eighty Thousand Only),** will in the form of Demand Draft or Banker's Cheque issued by any nationalized/scheduled Bank drawn in favour of State Bank of India payable at Noida. MSE Vendors are exempted from EMD.

EMD in the form of Demand Draft or Bankers' Cheque shall be submitted to **DIRECTOR**, **STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT**, B-16, SECTOR-62, **NOIDA-201307** in envelope, in person on or before (as per date mentioned in GeM portal)

- (i) The tenders without EMD shall be rejected.
- (ii) EMD will not carry any interest.
- (iii) EMD will be refunded to the unsuccessful Bidders after finalization of the Bid and EMD of successful Bidder shall be converted into Security Deposit to make a total of 2% of tender amount (annual value) in the form of STDR.
- (iv) EMD submitted by the Bidders may be forfeited if,
- (a) Successful Bidder fails to execute an Agreement within specified time as per intimation/request of the Bank.
- (b) Successful Bidder withdraws his tender or backs out after acceptance.
- (c) Bidders withdraws his tender before the expiry of validity period stipulated in the Bidding document.
- (d) Bidder violates any of the terms and conditions of the Tender.
- (e) Bidder revises any of the items quoted during the validity period.
- (f) Bidder is found to have indulged in fraudulent practices in the Bid submission process.

2. Eligibility Criteria:

- Tenderer who are listed on GeM portal under category Housekeeping, Maintenance and Catering Services.
- (i) Bidder should have applicable licenses/registrations with statutory authorities to carry on business of Housekeeping & Maintenance Services under applicable laws.
- (ii) The bidders shall submit documentary evidence in support of the above eligibility criteria.
- (iii) Track record of bidder should be clean and should not have any involvement in illegal activities or financial frauds. There should not be any case with the Police/Court/Regulatory authorities against the bidder.
- (iv) Bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
- (v) Bidder must not have been suspended / delisted / blacklisted by any organization on any grounds.
- (vi) Any Vendor/Firm has lodged any complaints against any organization official without any valid reason, their application would not be considered.
- (vii) In this connection further, the bidder should attach, relating to the eligibility criteria, the following documents, as applicable:
 - a) The Contractor should have a valid labour license under the Contract Labour (Regulation and Abolition) Act 1970 and rules there under.
 - b) License required to run the catering business issued by FSSAI.
 - c) Certificate of Incorporation, Article & Memorandum of Association in case of company/partnership deed in case of partnership firm.
 - d) Organization Chart: The organization chart of the bidder's organization, including names, addresses and contact information of the Directors/Partners may be furnished along with the offer.
 - e) An attested copy of the Power of Attorney/Authorization letter, in case the tender is signed by an individual other than the sole proprietor.
 - f) Certificate of Registration with Labour Department, Delhi Govt.
 - g) Certificate of registration with Professional tax office, Delhi Govt.
 - h) Certificate of Registration under GST Act.
 - i) Certificate of Registration under Shops & Establishment Act,

- j) Certificate of Registration with the office of Regional Provident Fund Commissioner
- k) Certificate of Registration with Employee State Insurance Corporation
- I) Audited Financial Statement (P & L and Balance Sheet) for the last three financial years (2021-22, 2022-23, 2023-24)
- m) Income tax Assessment for the last three financial years (2021-22, 2022-23, 2023-24)
- n) POA or Board resolution of directions as the case may be for authority to submit and execute tender documents.
- o) License required to run the Housekeeping & Maintenance Services business
- p) Evidence of minimum seven years of experience.
- q) Proof of Turnover duly certified by Chartered Accountant
- r) The Contractor should submit details of the terms and conditions of the personnel to be deployed by him at the Bank. The contractor shall also ensure the police verification of each and every person deployed by him at the Bank. The contractor shall also submit copies of the appointment letters of the personnel deployed at the Bank, at the time of commencement of the work or whenever change/replacement of any person (s) takes place during the period of the contract. The Bank may ask to furnish the details of personnel deployed by the contractor at any time during the period of contract.

3. Information relating to submission of Bid:

Bidder needs to submit their price bid proposal through online from GeM portal, hard copy submission will not be accepted.

Two separate bid each for Housekeeping and catering should be submitted.

The bid that shall qualify as L1 **BOTH in Housekeeping and Catering** shall be considered as L1 for the purpose of this RFP.

Technical Bid:

- (i)Technical Bid shall be submitted in the format as per Schedule -1
- (ii)Each page of Technical Bid shall be signed and duly stamped by an authorized person.
- (iii) The technical information has to be prepared very carefully as indicated in the Tender document since it will be the basis for pre-qualification of Bidders. Only relevant and to the point information / document should be uploaded. Failure to any required information, may lead to the rejection of the offer. Bidders must read the tender document very carefully before signing. Technical formats i.e. all Annexures, except Financial Bid Annexures / Schedule, any other relevant supporting documents including all the pages of documents must be signed by hand of authorized the representative along with date as token of acceptance of the terms and conditions of

tender, copy in favour of person signing the document in support of authorization / Power of Attorney, whichever is applicable should be uploaded by the Bidder.

(iv) Technical Bid should be submitted on GeM portal https://www.gem.gov.in in BID section before due date.

Financial/ Price Bid: The Financial/ Price Bid (schedule-II) should be submitted online through GeM portal. No physical copy of financial bid will be accepted.

The Price Bid shall be submitted online only. The rates quoted should be inclusive of all statutory obligations and all kind of taxes excluding GST. The offers / Bids of those prospective bidders which do not meet the statutory requirement are liable to be rejected. In case of change in statutory obligations like increase/ decrease in minimum wages/ GST, the Bank may consider for enhancement/ decrement to the extent of change as and when there is change in statutory obligations like increase/ decrease in minimum wages/ GST on production of documentary proof of such change by the Contractor.

4. **SECURITY DEPOSIT:**

- (a) A sum equal to 5% of tender amount (annual value) or Rs. 7,20,000/- (Rs. Seven Lac Twenty Thousand Only) whichever is higher, in the form of interest free Demand Draft/ Banker's Cheque issued by any nationalized /scheduled Bank drawn in favour of State Bank of India payable at Noida or Bank Guarantee (BG) of equivalent amount issued by any nationalized /scheduled Bank (except State Bank of India) or a STDR in joint A/c of Bank & Contractor as security deposit for entire contract period duly discharged in favour of the Bank.
- (b)The security deposit shall be held with the Bank without interest in the form of STDR/Demand Draft/Bankers cheque with the State Bank of India in the joint names of the Bank and the Contractor (duly discharged by the contractor) and the deposit receipt will be kept in the custody of the Bank.
- (c)The Security Deposit will be returned to the Contractor after expiry of the contract plus one month provided that there are no defects or loss or damage caused to the Bank and/or materials/articles/equipment's provided to him are duly accounted for and returned to the Bank in good working order and condition by the Contractor to the satisfaction of the Bank and all his dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of the services are fully settled.
- (d)However, in case of any of the following events having taking place, the Security Deposit shall

be liable to forfeiture by the Bank without assigning any reason whatsoever:

- (i) Rescinding of the Agreement by the Tenderer in derogation to the terms of the Agreement.
 - (ii) Failure to commence Works within stipulated period.
 - (iii) Upon un-satisfactory discharge or performance.
 - (iv) Non-Payment of the wage to the workers.
 - (v) In fulfilment of any penalty levied by the Bank.

5. **LIQUIDATED DAMAGES:**

- (a) In case:
- (i) the Contractor fails to fulfill his any of its' obligations for any day or any number of days to the satisfaction of the Bank for any reason whatsoever; or
- (ii) in case or any disruption/deficiency of services, save and except for technical faults (beyond its control), Force Majeure, he shall be liable to pay, by way of liquidated damages, 0.5% per week maximum up to 5% of the annual contract value ("Liquidated Damages") and the Bank shall without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages from the money, if any, payable by them to the Contractor.
- (b) All questions relating to the performance of obligations under this agreement and to the quality of materials used in respect of the services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be referred to Director SBILD, Noida whose decision shall be final, conclusive and binding on the Contractor.
- (c) Parties understand that Liquidated Damages, agreed hereto, are genuine estimate of damages likely to be suffered by the Bank due to disruption/deficiency of services under the Agreement and the Bank shall not be obligated to justify such damages prior to charging/levying upon the same.
- 6. The contract for the above services would be for a period of one year from the date of award of work subject to renewal for a further period of one year on the same terms and conditions upon renewal of License of the Contractor on or before expiry of the License granted by the Appropriate Authority under the Contract Labor (Regulation & Abolition) Act, 1970. However, the contract will not be renewed beyond (02) Two years. The renewal after one year from the date of award of work, for another year, will also be subject to review of satisfactory performance and solely at discretion of the Bank.
 - 7. The Courts in Noida alone shall have the jurisdiction in respect of any or all matters relating to or

connected with the tender.

- 8. The Bank does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason.
- 9. Final award of the contract for Housekeeping and Maintenance Services will be subject to the approval of the Competent Authority in the Bank.
- 10. The specification, duration of the work and the terms & conditions under which the contract is required to be performed and also the rights and obligations of the person/s whose tender is accepted shall be under an Agreement to be executed in the form, enclosed. The person submitting the Tender shall have read the same and is always deemed to have read and understood the same before submitting his tender. However, Bank reserves the right to add / delete any other clauses in the agreement.
- 11. The Contractor shall have to execute an agreement as per the enclosed format (Annexure-IX) within **seven days from the date he has been advised to do so,** failing which his tender will be rejected and EMD will be forfeited. However, Bank reserves the right to add / delete any other clauses before or at the time of execution of the agreement. Further, the specimen agreement is only indicative in nature which may be properly drafted after the completion and finalization of the bidding process. The Contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc. of the agreement. All the terms and conditions will also form a part of the Agreement.
 - 12. Authorized Signatory / Signing of Tender: Individual signing the Tender / Contract must specify whether he signs as:-
 - a) A "Sole Proprietor" of the concern or constituted attorney of such sole proprietor.
 - b) All the partners of the firm, if it be a partnership firm & in absence of any partner, shall be signed by Power of Attorney holder, in which he must have authority to execute contracts on behalf of the firm either by virtue of partnership agreement or by power of attorney duly executed by the partners of the firm in his / her favor authorizing to sign on behalf of the firm.
 - c) Authorized officer, if it is a company and authorized by the Board of Directors through board resolution to submit /sign the bid. A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to consider that the person so signing has authority to sign, and if, on enquiry, it appears that the person has no authority to do so, the Bank without prejudice to other civil and criminal remedies, will cancel the contract and hold the signatory responsible for all costs and damages.
 - 13. The contractor who has committed / commits any breach of the contract awarded / to be awarded by the Bank, shall be disqualified from participation in future tender process if any to be initiated by the Bank for similar work.
 - 14. The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and any other law/statute in force in this regard as per the enclosed format (Annexure-VIII).

15.Termination:

- (a) The Bank may, without prejudice to any other remedy for breach of contract, may terminate the contract / agreement by one month's notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the Contractor, or the engagement is not in the interest of the Bank or the Bank no more requires any such service.
- (b) Other grounds for termination: The Bank is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice, without any reason and without payment of any compensation, in the following cases:
 - (i) The Contractor is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent jurisdiction.
 - (ii) If any charge sheet is filed by a competent authority of the Government against the Agency/Company, or the vendor is convicted by a criminal court on grounds of moral turpitude.
 - (iii) For any reason whatsoever, the Contractor becomes dis-entitled in law to perform obligations under this agreement.
 - (iv) If there is a change in the name or constitution of the Contractor arising out of merging with some other company or collaboration with some other company or for any other reason or, if any changes take place in the proprietorship or partnership or the company, the Bank should be intimated within 30 (thirty) days of such changes, failing which all payments will be withheld and Bank may terminate the hire agreement as may be deemed necessary. Whatever be the reason of changes, the subject agreement at the same rates, terms and conditions laid down herein. The Contractor shall refund the excess money paid for the term for which the agreement / arrangement has run.
 - (v) In the event of failure of the Contractor to provide the services or part thereof, as mentioned in the agreement/tender document for any reasons whatsoever, the Bank shall be entitled to procure services from other sources and the Contractor shall be liable to pay to the Bank, the difference of payments/excess payment made for such other services, besides damages for the period of failure in providing the services or part thereof.
 - (vi) In the event Bank terminates the Contract, the Bank shall be entitled to procure services from other vendor/contractor as it deems appropriate, and the Contractor shall be liable to compensate the Bank for loss if any suffered on account of difference in rates payable to him and to the alternate Vendor/Contractor.
 - (vii) In the event of termination of the contract for any reason whatsoever, the Contractor/or persons employed by him, or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
 - (viii) Notwithstanding anything contain elsewhere in this tender documents / annexure, the Bank shall reserve its right to terminate / cancel the tender process / execution of agreement at any stage without assigning any reasons whatsoever and the Bank shall not be liable to pay compensation to anyone in such case

16. Tie Breaker:

In case of tie of bids price between one and more vendors, the L1 vendor will be decided by the GeM Portal itself automatically. However, the decision of Bank will be final and binding on the contractors/tenderers in this regard.

> **Director** SBILD, Noida

FORMAT OF TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

	Date:
То	
Director	
SBILD	
State Bank of India	
Noida	
Sub: Acceptance of Terms & Conditions of Tender.	
Tender Reference No:	
Sir,	
I/ We have downloaded / obtained the tender docume	ent(s) for the above mentioned
Tender/work' from the GeM Portal.	

- 2. I/ We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s) etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3. I/We hereby confirm that we have not changed/modified/materially altered any of the tender documents as downloaded from the GeM Portal and in case of such observance at any stage, it shall be treated as null and void and his tender shall deemed to be withdrawn.
- 4. I/We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred Tender Specification.
- 5. The corrigendum(s) issued from time to time by department/ organization too has also been taken into consideration, while submitting this acceptance letter.

TECHNICAL BID

	Name & Address of the Tenderer Organisation / Agency h Mobile & Phone No., Fax No., E-Mail etc.	
2.	Address of the Office / Representative Office in Delhi / NCR/Noida	
3.	Valid registration/ licenses from the competent authorities applicable on these services under labour laws / applicable act (should hold these registration / License for last 3 (three) years). Enclosed copy of the valid registration/ licenses to be enclosed along with the tender.	Yes/ No.
4.	Notice inviting tender, guidelines for bidders, schedule-I, terms and conditions, scope of work, annexes etc (all tender document) along with valid license issued by FSSAI, work experience certificate in Govt organisation, performance certificate issued by Govt sector organization. Each page of technical bid shall be signed and duly stamped by an authorized. (to be uploaded)	
(Rs De	Prescribed DD / Bankers' Cheque of Rs. 1,80,000.00/-s. One Lac Eighty Thousand Only) as Earnest Money posit (EMD) as mentioned in NIT should be submitted given address	•
sho	Power of Attorney / Authorization for signing the Bid buld be enclosed. Enclosed copy of the valid Power of orney / Authorization for signing the Bid.	Yes/ No.

DECLARATION:

- (a) All the information furnished by me / us here above is correct to the best of my knowledge and belief.
- (b) I / We have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexures.
- (c) I / We agree that the decision of SBI in selection of contractors will be final and binding to me / us.
- (d) I / we hereby confirm that our Firm / Agency / Company has not been disqualified / debarred / blacklisted by any Governments, Semi-Governments, PSUs and Banks including any of the Offices / Branch of State Bank of India during last seven years from the date of application.
- (e) I / we hereby confirm that all information, particulars, copies of certificates and testimonials in connection with my/our empanelment are correct and genuine. I understand that in case any information is found to be false or incorrect or documents submitted are found to be forged, we shall be liable to face appropriate actions as deemed fit by the SBI in the event of any of the information, particulars, copies of certificates and testimonials are not found correct and genuine. I / We have read the instructions appended to the proforma and I/We understand that if any false information is detected at a later date, the empanelment shall be cancelled at the discretion of the SBI.

Signature & Stamp of the Tenderer

TERMS & CONDITIONS

NAME OF WORK: INTEGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE WITH CATERING SERVICES AT STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT, B-16, SECTOR-62, NOIDA-201307

SCOPE OF WORKS

1. The contract shall be initially for a period of 1 year from the date of commencement of the agreement subject to review at the expiry of 01-year period, provided the contractor has licence and/or renewed license and rendered satisfactory services and maybe renewed for another 1 year subject to satisfactory services provided during the past year on same terms and conditions with an option to extend it up to maximum two years in total.

There are two blocks viz. academic /Administrative block and hostel block and open ground / garden, details of which are given here under:

2. Academic/Administrative block: - comprising of administrative room, Director's Cabin, Lecture halls, Reception room, Internet room, faculty rooms, guest rooms, Auditorium (capacity 154 seats) and reception hall area etc.

Hostel block: -comprises of 65 rooms spread over two floors(1st floor and 2nd floor) with toilets, 2 Dining halls ,Reception, Kitchen, Store (on ground floor) etc. open area:-Maintenance and cleaning of lawn, garden, parking space etc.

3. The housekeeping, maintenance and catering services contract shall be for the entire premises occupied by state Bank Institute of Learning & development, B-16, Sector-62, Noida.

(A)HOUSE KEEPING AND MAINTAINANCE SERVICES:

- 4. The contractor shall engage sufficient number of able, trained, efficient, neat and clean (viz. with trim haircut, moustache, nail cut) healthy, honest, well behaved and skilled persons including supervisors, as per Annexure-IV, for upkeep and maintenance of entire premises of State Bank Institute of Learning & Development including guest rooms, terrace, roof, open areas inside the complex, and up to 15 feet outside the complex and cleansing of inside and outside drainage.
- 5. The contactor shall arrange daily cleaning and other services of the entire complex as specified in Annexure-I. Even if a room/open area is not being used the dusting/cleaning has to be done as per schedule. This should be strictly adhered to without fail.
- 6.The Contractor shall arrange the daily cleaning of all toilets with eco-friendly bio-products, i.e. Citranol/or, multipurpose cleansing liquid/1st grade phenyl and detergents, soap, toilet paper and other materials as specified in Annexure-IA, which shall be provide by the contractor at their cost.
- 7.The contractor shall arrange for making available bed linens in the rooms, replace the bed linens i.e., bed sheets, bedcovers, pillow covers, and towels once in 3 days or on change of occupancy or as per requirement of participants as per Annexure-I, Bed sheets, covers, towels, pillow cover, blankets, quilts etc. will be supplied by the Bank. The contractor shall keep proper account of these items and arrange for their washing, ironing etc. at his cost. The contractor shall arrange for dry cleaning, vacuum cleaning of curtains, blankets,

quilts covers etc. at his /their cost. Washing of any of these items shall not be allowed within the complex. List of items provided to the contractor by the Bank is enclosed as per **Annexure X.**

- 8. The contractor shall provide trained and experienced personnel who will receive and welcome the Banks officials/executives at the reception lobby of the learning centre and arrange to carry their luggage etc. to their allotted rooms.1 person will be available round the clock at the reception lobby and hostel block to receive and welcome the Banks official the Banks staffs/quests.
- 9. The contractor shall maintain electrical installations and plumbing work as and when required with the help- of ITI-passed and qualified and experienced, plumber and carpenter only, equipped with proper tools. The cost of replacement of items which are irreparable shall be borne by the Bank (excluding labour charges).
- 10. The scope of electrical shall include the labour component of operation and maintenance (both preventive and breakdown) of various electrical cables, fans, fixtures, fittings, geysers, refrigerators, room heaters/blowers, water supply pumps, bore well, etc. The cost of replacement of these items when irreparable shall be borne by the Bank. However, fluorescent/T -V/LED Tubes, CFL Bulbs, LED Bulbs/Tube-Lights, Halogen Lights (All types of Lights) starters, chokes etc shall be replaced by the contractor, as and when required, at his / their cost. All these items shall be handed over by the contractor in running conditions at the time of termination of contract. Similarly, the Bank shall hand over these items in running conditions beginning contracts. The maker these of of items should any of Philips/Bajaj/CG/Halonix/WIPRO/C&S/HPL only.
- 11. The contractor shall install mosquito repellent machines and repellents of good qualities such as Allout, good night, etc at his cost for all the bed rooms, Drawings, Dining, etc. The contractor shall provide pest control of flies, mosquitoes including spraying with finit and/or Baygon spray in the entire complex to be carried out at regular intervals. The contractor will arrange for fogging in the premises at every three days interval and as and when required. Fogging machine will be provided by the Bank.
- 12. The contractor shall arrange refilling of drinking water every day in flasks which will be provided by the Bank in the Hostel Rooms, Guest Rooms, AGM Room, Administrative Block, Faculty rooms, etc.
- 13. Specialized machines for wet scrubbing, wet mopping, wet/dry & vacuum cleaning and machine for cleaning water bodies will be arranged/deployed by the contractor at his cost, including cleaning of drainage with machines/pressure tools which not only cleans but diagnose the problem too.
- 14. The contractor shall ensure opening and proper locking of all rooms in learning centre and guest-rooms. In case of any breakage, pilferage of any fixture and / or furniture, equipment etc. the responsibility shall be of the contractor.
- 15. Duplicate set of keys should always be available with the caretaker at the State Bank Institute of Learning & Development. In case of loss of any set of original/ duplicate key due to negligence on the part of the contractor's employees, the cost of replacement of lock(s) or getting another set of key prepared will be recovered from the monthly bill of the contractor. Before taking over keys, contractor/vendor's person will clean the room and provide certificate to this effect.
- 16. The check-in and check-out timings of the Bank's officials will be maintained by the contractor's personnel in a register which will be provided by the Bank. These records will be Bank's property. Record of Welcome kits supplied, if any, to the officials will be maintained by the contractor.
- 17. The contractor will be responsible to attend to all complaints within the purview of the contract. He will also be responsible to communicate immediately any complaints of sickness, mishap, accident etc. to the Director (SBILD). The Contractor will provide First Aid Box with requisite medicines at his/their cost and keep the same at Reception Counter/Learning centre and at Administrative Office. Complaint Register/ Suggestion Register, to be provided by the Bank, will also be made available at the Reception Counter/Learning centre and guest-room under the control of the contractor's men. Feedback forms will be kept in the rooms and the same shall be collected from the officials before they leave the learning centre. If any complaint is

received from the Officials of the Bank about any kind of poor services rendered by the Contractor or, their representatives during their stay, an amount of Rs. 1000/-(One Thousand) will be charged for each complaint, shall be recovered from the Contractor and will be deducted from their monthly bill.

- 18. The contractor will supply one English/Hindi and one financial newspaper in all rooms including Director, Faculty and Administration rooms besides adequate number of English/Hindi/Financial papers & magazines (3 nos at least) in the lobby/library.
- 19. (I) The contractor shall provide high quality(HD) cable connection/DTH at all 65 Hostel Rooms, Guest rooms(02 nos), AGM cabin (01 no), Canteens (2Nos) at his own cost. It should display all popular channels.

(B) CATERING SERVICE:

- 1. The Contractor shall engage the services of sufficient number of able, trained and skilled persons for cooking and serving of food and cleaning of kitchen, dining halls and service areas at his cost. The cook(s) shall be expert in preparation of veg. and non-veg of various types of North Indian, South Indian and continental dishes. The attendants/pantry-boy-cum-helpers/cooks and other staff should wear smart and neat uniform of similar pattern (pattern to be got approved from the Bank) with their name-badges including valid Identity Card all provided by contractor. Such persons will not have any claim for employment in the Bank now or at a future date.
- 2.The CONTRACTOR shall provide TOP-CLASS catering services at the learning centre/rooms on daily basis as per the "Menu" described at Annexure III and as per rate, terms and conditions and timings decided by the Bank from time to time as per Annexure –III.
- 3. The quantity of the ingredients used in preparation of the eatables and beverages etc. shall be of FSSAI certified/Agmark quality and/or decided by the Bank from time to time, suggested brand/quality is indicated in the enclosed Annexure-II.
- 4. The present rates for various items as described in the "Menu" are placed at Annexure-III A. The contractor shall provide Bed Tea, Forenoon Tea, Afternoon Tea, and Evening Tea with light snacks, breakfast, lunch, or dinner as per Menu card to the Bank's officials/Guests stayed in Guest rooms/Hostel rooms at the same rate as decided for participants.
- I) The Caterer will prepare in consultation with the Learning Centre/DIRECTOR (SBILD) weekly menu and submit it in advance for approval.
- II) In case of trainees do not intend availing themselves of the mess facilities on a particular day(s) and if caterer is intimated 6 hours in advance, no charges will be paid for such trainees.
- III) The DIRECTOR (SBILD) or any other officer at the Learning Centre nominated by him is authorised/ or any Official from SBI shall have all the meals to monitor the food quality at any time on regular basis and no charges will be paid to the Caterer in this regard.

5. The Contractor shall pay for cooking gas used for cooking purposes.

- 6. The Contractor shall provide standard cooking utensils of very high standard, table linen, cloth napkin, paper napkin etc. at his cost. The table linen & cloth napkin will be changed daily and washed at his expense. The said items shall be first class quality to the full satisfaction of the Bank/Director, SBILD, whose decision in this regard shall be final and binding on the contractor.
- 7.The Contractor shall be provided by the Bank the articles used in kitchen such as cooking range, Water coolers, Deep Freezer, Hot Case, Electric toaster, tandoor, storage cupboards, work-tables, Electrical and plumbing fittings, Geysers, crockery and cutlery etc. The contractor shall maintain proper record and take

care of the said articles/equipments as a bailee, in terms of Indian Contract Act and return all these equipments in good and working order on the expiry/termination of the contract.

- 8. The contractor shall not be allowed to sell food to person(s) other than Bank's Officials/ Executives. Similarly, no outsider shall be allowed to visit, meet the contractor or his employees or to eat food or consume any other items in the Learning centre and guestrooms, except specific permission/approval from the SBILD.
- 9. .All Questions relating to the performance of the obligations under this Agreement and to the quality of ingredients used in preparation of food beverages and all the disputes and differences, which shall arise either during or after the agreement period or other matters arising out of or interpretation of terms and conditions relating to this agreement or payment to be made in pursuance thereof shall be decided by the **Director, SBILD**, Noida whose decision shall be final, conclusive and binding on the parties to this Agreement. Any aggrieved party can appeal against **Director, SBILD**, Noida decision to the Assistant General Manager, L&D/ Assistant General Manager (P&E), Delhi Circle.
- 10.In the event of insufficient/bad quality/non-serving of any eatables agreed upon to served, the Bank will be within its rights to impose penalty and recover from the contractor's bill @ **Rs.350/-** per Executive/per Bank staff per day for the entire number of such days.
- 11. While the articles used in kitchen shall be provided by the Bank the maintenance thereof shall be the contractor's responsibility.
- 12.a. Bed tea and snacks will be served in the rooms, Break-fast, lunch and dinner will normally be served in the dining hall. However, in case of a specific request by the Bank's Executive, and if situation warrants, these have to be served in the room also.
- b. The contractor would provide forenoon, afternoon, and evening tea with branded/bakery biscuits/ snacks to the Learning centre's staff/faculty including guard free of cost.
- c. When no wing during working days, is functioning, then compensation @ Rs. 2000/- per day will be paid to the contractor. No charges will be paid for vacant slots during holidays. However, if any participant/guest stays and takes meal during vacant slot of holidays, agreed charges of meal as prescribed in the agreement will be paid on the basis of actual strength of trainees/guests stays during vacant slots of holidays

Various items of Menu will be changed on daily basis (as per Annexure – III) or as per Bank's requirement on a later date to provide variety and maintain a uniform standard

- 13. The contractor will provide Eco-friendly Hand sanitizer, Air fresheners, toilet soaps, toilet paper for the toilets provided in the Learning Centre and guestrooms. It shall be the responsibility of the contractor to deploy sufficient staff and provide Eco-friendly cleansing materials of first-class quality preferably with all purpose cleansing liquid one of the bio-product for the cleaning of these toilets, toilet fittings, washing area, pantry, kitchen, dining halls and service areas.
- 14. The contractor will ensure that the supervisor engaged by him verifies the condition of all the electronic, furniture and sanitary items etc. provided in the officers' mess/Staff Canteen on daily basis and shall ensure that they remain in working condition by arranging for necessary upkeep.
- 15. Cost for manpower for catering services as per Annex IV under Sr.No.1 (Supervisor, Cook, Asst. Cook, helper /waiter/dishwasher) shall be borne by the contractor

(C) GENERAL TERMS AND CONDITIONS

- 1. if the date of tender opening happens to be a holiday, the tender will be opened on the next working day at the stipulated time.
- 2. wherever all of some of the tenderer quote equal rates, the final selection will be made by draw of lots through GeM portal. In case of any cartel formation is suspected, the Bank reserves the right to reject/cancel any or all the tenders with the exclusion of the rest without assigning reasons thereof.

- 3. The rates to be quoted by the bidders through online mode only in e-tendering in single stage, however Bank reserve right to go for e-tendering with reverse auction to get more fine rates.
- 4.The tenderer must obtain for himself at his own responsibility and expenses, all the information / documents necessary including approvals, permissions, to enable him to make a proper tender and to enter into contract with the SBI, SBILD, Noida, he must examine the specifications, conditions and seek whatever clarification he desires before submitting the tender documents.
- 5. The tenderer shall also bear all expenses in connection with the preparation and submission of his tender. Omission, neglect or failure on the part of the tenderer to so obtain requisite, reliable and full information on any matter affecting his tender, the contract and supply, shall not relieve the tenderer whose tender is accepted from any liability under the contract.
- 6.If any tenderer withdraws his tender after submission or makes any modifications to this tender which are not acceptable to the Bank, the tender will be treated as having been rejected or abandoned or rescinded.
- 7. Final award of the contract for the catering & housekeeping services work will be subject to approval of the Competent Authority.
- 8. The Bank does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason.
- 9.The Contractor shall engage the services of sufficient number (as per annexure IV) of able, trained efficient, neat, healthy, honest, well-behaved, and skilled persons for cooking, serving, and cleaning of kitchen, dining halls and services areas at his cost round the clock (24x7x365 basis). The cook(s) shall be expert in preparation of veg. and non-veg. of various types of North Indian, continental, and South Indian dishes. The attendant/room boy-cum-helpers/cooks and other staff should be properly trained and shall wear smart and neat uniform (pattern to be got approved from the Bank) with their name-badges. The contractor will be responsible for the good conduct and performance on their part and the contractor shall be deemed, for all legal and contractual purposes, as the employer of the said persons and such persons will not have any claim for employment in the Bank now or at the future date. The contractor shall have to engage, the services of sufficient number of bearers etc. (as per annexure IV) and one or more supervisors.
- 10. The contractor will ensure that the supervisor engaged by him verifies the condition of all the electronic, furniture and sanitary items, etc. provided in the learning centre and guest rooms on daily basis and shall ensure that they remain in working condition by arranging necessary upkeep through the electrician, carpenter or plumber as the case may be, If the same is within scope of work of the contract and if not, the problem will be brought to the notice of the Administrative officer, SBILD, Noida or concerned officer/engineer in the department on the same day. The supervisor will maintain a register for the purpose and room/lobby wise verification report in this regard will be submitted to Assistant General Manager (SBILD) on weekly basis, i.e., on every Monday as per annexure IV.
- 11. The successful contractor/bidders shall execute an agreement with the Bank. The contractor shall bear all the costs and expenses and stamp duty in respect of all agreements that may be entered into with the Bank to give effect to this arrangement.
- 12. Cost for manpower for catering services as per Annex IV under Sr.No.1 (Supervisor, Cook, Asst. Cook, helper /waiter/dishwasher) shall be borne by the contractor.

13. Liquidity Damages: -

- (a)In case:
- (i) the Contractor fails to fulfill his any of its' obligations for any day or any number of days to the satisfaction of the Bank for any reason whatsoever; or

- (ii) in case or any disruption/deficiency of services, save and except for technical faults (beyond its control), Force Majeure, he shall be liable to pay, by way of liquidated damages, 0.5% per week maximum up to 5% of the annual contract value ("Liquidated Damages") and the Bank shall without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages from the security deposit or the money, if any, payable by the Bank to the Contractor.
- (b)All questions relating to the performance of obligations under this agreement and to the quality of materials used in respect of the services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be referred to Director SBILD, Noida whose decision shall be final, conclusive and binding on the Contractor.
- (c)Parties understand that Liquidated Damages, agreed hereto, are genuine estimate of damages likely to be suffered by the Bank due to disruption/deficiency of services under the Agreement and the Bank shall not be obligated to justify such damages prior to charging/levying upon the same.
- (ii)The contractor will ensure that his employees carry out activities at site in time without fail. In case they remain absent on any specific day an amount of Rs.500/- per day per employee will be payable by the contractor. The Bank reserves the right to get such jobs executed through other agencies at risk and cost of the contractor.
- 14. Care must be taken while carrying out the work so that no material and Banks property is damaged. Any damage done to the same will have to be repaired / replaced by the contractor, falling which the same shall be got done at his risk and cost. The decision of the Bank shall be final & binding on the contractor.
- 15. The work shall be carried out with due regards to the convenience of the participants / staff members, the arrangements, and the program of work within campus, the rules and regulations of the concerned authority shall be strictly observed. No extra cost shall be payable on this account.
- 16. The contractor shall deploy only medically fit workers, free from all infectious diseases and time to time he should get them medically checked.

17. INSURANCE:

- (a) The Contractor shall at all times be solely responsible and/or liable to issue and maintain adequate insurance for the life and safety of its persons and shall ensure that the said insurance policies do not lapse.
- (b) 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 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.
- (c) The contractor shall be entirely responsible for miss-happening, accident to his worker while performing duty and shall have no claim / binding on State Bank of India / SBILD with respect to any compensation / monetary benefits etc., whatsoever.
- 18. The contractor shall issue dress / identity card to their workmen & supervisor and ensure that they observe cleanliness and wear neat and clean uniforms with plastic badges, identity cards with photographs. The contactor shall provide sufficient nos of uniform to each employee.
- 19. The contractor will pay rates and wages and observe hours of work and conditions of employment as per existing rules, Agreement, and applicable laws. They shall be responsible if so required under the relevant law to register himself and obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under and they must comply with and carry out all the provisions and obligations under

the said Act and Rules and furnish all information to the Office of Assistant General Manager (SBILD) as may be required by the Act/Rules.

- 20. The contractor shall alone bear all taxes, rates, charges, levies, or claims whatsoever as may be imposed or levied by the State / Central Government(s) or any local body or authority for and in connection with the rendering services except GST as applicable.
- 21. All the taxes which the Bank may be liable to deduct or called upon to so deduct, during the currency of the arrangement which are liable to be payable by the contractor under the law but not so paid, shall be set —off against the bills raised by the contractor and paid to the respective government departments or authorities as may be required under law and the contractor shall have no claim against the Bank in respect of any or such payments.
- 22. The contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of violation or breach thereof, the Bank may at discretion but without prejudice to its other rights and remedies and terminate this contract.
- 23. The contractor will submit the bills, (along with copy of salary register / documents / challans evidencing online payment of PF, ESI and other payments made for / to individual workers) for the services rendered, at the end of each month to the authorised officer. Consolidated challan, not showing payment of PF and ESI of individual workers, will not be accepted. The payments as far as possible will be made within one week from the date of certification, subject to the condition that the contractor has cleared / paid all his dues viz labour payments, taxes, levis, etc as required to be paid / payable by him under any law for the time being in force.
- 23. The tender quoted amount or total contract value is fixed, and no additional claim will be entertained during contract period. However, if the minimum wages are increased in future as per the notification of Govt. of India, the Bank may consider revision of the charges payable to the contractor to the personnel engaged by him subject to production of proof.
- 24. It will be contractor's responsibility to ensure that the obligations under the contracts are duly performed and observed. The contractor shall also designate supervisor(s) by name that will personally check the working of their staff every day. The contractor shall maintain the 'Daily Report register' of services every day and made available for inspection by the Assistant General Manager (SBILD) or Bank's other officials.
- 25. The contractor shall ensure a very high standard of housekeeping and maintenance of the entire complex at all times, with due regard to hygiene & cleanliness. Disposal (as per the Green building/Banking) of all types of garbage including tree/plants/shrubs garbage inside and outside the premises shall be the responsibility of contractor. The black plastic bag shall be provided by the contractor for the dustbins of each room, kitchen etc. daily all at his/their costs.
- 26. The contractor shall carry out improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by the Bank's Executive or Assistant General Manager (SBILD) and Bank's staff. The contractor shall submit the Complaint Register to the Assistant General Manager (SBILD) at fortnightly interval or as and when required for further putting up to the Competent Authority.
- 27. The Contractor shall be responsible for any loss due to theft/pilferage of / damage to the Bank's property, including any portion of the buildings under the Contractor's occupation, or the fittings, fixtures or other equipment entrusted in their charge, or any property belonging to the Bank's Executives, when such loss / damage is in the Bank's opinion, caused due to negligence or carelessness or any fault on contractor's part or that of his representative or any of his employee, he shall be liable to pay the Bank such amount in respect of such damage as may be assessed by Bank. Accordingly, the Contractor shall ensure that the character antecedents of the personnel to be engaged has been verified through the appropriate authority and they have unblemished past records.

- 28. All consumable materials (Eco-friendly only) and equipments required for day to day which are to be arranged by the contractor shall be of best quality and approved by the Bank, which shall be available for inspection by the officials from the department.
- 29. (i)The contractor shall be liable to comply with all rules and regulations in respect of all the labour laws and statutory requirements, including fire safety regulations and other regulations, which are vogue or will become applicable in future.
- (ii)The contractor shall accept and bear full exclusive liability for the payment of any or all taxes etc., now in force or hereafter imposed, increased and revised from time to time by the Central or State Government or by any other authority with respect to or covered by wages, salaries, or other compensations paid or payable to persons employed by the contractor.
- (iii) The Contractor shall be responsible to register himself and obtain a valid labour license under the Contract Labour (Regulation and Abolition) Act 1970 and rules there under and the Contractor must comply with and carry out all the provisions and obligations under the said Act and Rules there under, including renewal of license and furnish all information to the Bank as may be required by Act/Rules and the Contractor shall indemnify the Bank against the penalties/ claims, for any default on their part.
- (iv) All persons engaged by the contractor / vendor have to be paid wages, special allowance and other allowances at rates, not lesser than the minimum rates prescribed by the Government of India under relevant rules in their respective accounts maintained with State Bank of India. All the employees have to be extended coverage of PF/EPF as per the eligibility under PF Act. Appropriate deductions are to be made towards coverage of PF/EPF as per the eligibility under PF Act. Appropriate deductions are to made towards Professional Tax and Income Tax from the salary wages paid, if applicable and remitted to concerned authorities. All deductions are affected from the salary/wages as per the provisions of the Payment of Wages Act.
- (v) The contractor shall fully and strictly comply with all the applicable laws, rules and regulations relating to P.F. Act including the payment of P.F. contributions, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensations Act, ESL, CL (R&A) Act, Essential Commodities Act, Migrant Labour Act and / or such other Acts or Laws or regulations passed by the Central, State, Municipal and Local Government agency or authority, including T.D.S. as per I.T. Act, applicable from time to time.
- (vi)The contractors shall be responsible for proper maintenance of all Registers, Records and Accounts so fast as these relate to the compliance or any statutory provisions/obligations. The contractor shall be responsible for maintaining record pertaining to payment of Wages Act and also depositing the P.F. contributions, ESI, etc, with authorities concerned. All such necessary proof to be submitted with their monthly bill.
- (vii)The contractor binds himself executor or administrator and agrees to indemnify and hold harmless the Bank, in respect of this contract, including all claims, damages proceedings costs, charges and / or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of contract in respect of violation of any of the provisions of Law / Act / Rules or regulations having the force of law or if any award of decision by any competent tribunal, court or authority in respect of the workmen or any one employee/engaged by the contractor / sub-contractor in connection with this contract. This indemnity shall survive even after termination of the contract.
- (viii)The contractor shall be responsible for all the claims of his employees. The contractor's employees will not have any claim whatsoever against the Bank.
- (ix)The contractor shall provide weekly holidays/off to his employees as per labour laws but it will be his responsibility to ensure uninterrupted services on all days at no extra cost(24x7x365).

- (x) The personnel engaged by the contractor and deployed by him at the Bank premises will be in no way be deemed as working under employment of the Bank and there shall not exist any employer-employee relationship between the Bank and the contractor, or his personnel deployed by him.
- 30. (a)The Bank may, without prejudice to any other remedy for breach of contract may terminate the contract/agreement by one months' notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the contractor, or the engagement is not in the interest of the Bank no more requires any such services.
- (b)The Bank is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice without assigning any reason & without payment of any compensation, In the following cases:-
- (I)If the vendor is adjudicated insolvent by Competent Court of files for Insolvency or if the hirer being a company is ordered to be wound up by a court of competent jurisdiction, or
- (ii)If any charge sheet is filed by a competent authority of the government against the Agency/Company, or the vendor is convicted by a criminal court on grounds of moral turpitude, or (iii)For any reason whatsoever, the contractor becomes dies-entitled in law to perform obligations under this agreement.
- (iv) If there is a change in the name or constitution of the contractor arising out of merging with some other company or collaboration with some other company or for any other reason, If any changes takes place in the proprietorship or partnership or the company, the Bank should be intimated within 30 days of such changes, following which all payments will be withheld & Bank may terminate the hire agreement unless the new company/entity accepts the subject agreement at the same rates, terms & conditions laid down herein, The contractor shall refund the excess money paid for the term for which the agreement/arrangement has run.
- (c) In the event of failure of the contractor to provide the services or part thereof, as mentioned in the agreement / tender document for any reasons whatsoever, the Bank shall be entitled to procure services from other sources & imposition of penalty and the contractor shall be liable to pay to the Bank, the difference of payments/excess payment made for such other services, besides damage for the period of failure In providing the services or part thereof.
- (d) In the event Bank terminates the contract for any reason whatsoever, the Bank shall be entitled to procure services from other vendor/contractor as it deems appropriate, & the contractor shall be liable to compensate the Bank for loss if any suffered on account of difference in rates payable to him and to the alternate vendor/contractor.
- (e) In the event of termination of contract for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
- **31.**Settlement of Disputes and Arbitration: All questions relating to the performance of the obligations under this agreement and to the quality of materials used in respect of the services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be referred to THE ASSISTANT GENERAL MANAGER (P&E) / AGM (SBILD) in the Bank, whose decision shall be final, conclusive and binding on the contractor.

In case, amicable settlement could not be reached, the same shall be referred to the sole arbitrator, who shall be appointed by the parties by mutual consent. The cost of arbitration shall be borne by the parties jointly and the seat of arbitration shall be Delhi. The same arbitration shall be governed by the provisions of Arbitration & Conciliation Act, 1996.

- 32. Nothing contained in the contract is intended nor shall be constructed to be a grant, demise or assignment law of the premises or the articles / equipment or any part thereof by the Bank to the contractor and or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either efflux of time or otherwise.
- 33. Any indulgence, forbearance or waiver, granted or shown or made on the part of the Bank will not prejudice its rights under the contract.
- 34. The rates quoted be inclusive of all statutory obligations such as Minimum wages (central OR state government wages, whichever is applicable in Noida city). ESI, P.F. contributions, wages for leave reserves, service charges, all kinds of taxes except GST, if applicable, etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected. Contractor must have to pay the worker employed by him as per the Govt norms applicable and satisfy the Bank thereof.
- 35. **INDEMNITY:** The Bidder shall indemnify the Bank against all actions, suits, claims & demands brought or made against the Bank in respect of anything done or committed to be done by the Bidder in execution of or in connection with the work of this contract & against any loss or damage to the Bank in consequences to any action or suit being brought against the Bidder for anything done or committed to be done in the execution of this contract. The indemnity shall survive the termination of the contract.

36. Governing Law and Jurisdiction:

This Agreement shall be governed by the laws of India and subject to Clause (31) above, the courts located at Noida shall have exclusive jurisdiction in the event of any dispute.

- **37**. The contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc. for executing the agreement with the Bank.
- **38**. The contractor's rate shall remain firm throughout the contract period.

39. Payments:

The contractor shall be paid at monthly intervals upon presenting their bill(s) with all supporting documents showing cost of items purchased for providing services contemplated by this RFP. The contractor shall submit separate bills each for Housekeeping and Catering. Bills for housekeeping shall include evidence showing purchase of items to be provided to the trainees/participants together with GST amount (wherever applicable), evidence of deposit of PF and ESI contribution etc. The bill for catering should mention number of meals namely breakfast, tea, lunch and dinner provided to trainee/participants during the billing period. In case of shortfall of participants/guests/vacant slot the contractor will be paid under:

Category - (I) Wings are in operation (the expression "Wing" shall mean hostels and classrooms in SBILD)

When the wings are in operation the payment will be made as under.

- a. If the total number of trainees are < (less than) 30, the payment will be made for actual number of trainees + (plus) compensation Rs, 1000/-per day OR amount payable for 30 trainees, whichever is less.
- II) When none of the wing is operational: -

When no wing during working days, is functioning, then compensation @ Rs. 2,000/- per day will be paid to the contractor. No charges will be paid for vacant slots during holidays. However, if any participant/ guest stays and takes meal during vacant slot of holidays, agreed charges of meal as prescribed in the agreement will be paid on the basis of actual strength of trainees/ guests stays during vacant slots of holidays.

The position of the Wings/guestroom is as under:

S.No.	No. of Wing	Capacity of Wing

1.	Wing I	30 participants
2.	Wing II	30 participants
3.	Wing-III	30 participants
Guest-rooms Capacity		Twin sharing

40. PENALTIES:

- (i)In the event of violation of any terms and conditions by the contractor of this tender document, the bank will be within its rights to recover suitable amount as penalty from the contractor's bill. The quantum of penalty may be decided by the Bank and shall be binding on the contractor. The penalty as may be determined by the Bank shall be liable to be adjusted from the security deposit in which case the successful bidder will be required to replenish such deposit after adjusting the value of deposit. Such penalty may also be recovered from the payments to be made by the Bank to the Contractor on the basis of bill raised by the Contractor under this tender.
- 41. In case of trainees who would not stay in the hostel and consequently do not take full course (bed tea to Dinner), the Contractor would be reimbursed only the charges for taking actual meal viz. forenoon tea, lunch and afternoon tea and snacks etc.
- 42. Whenever, any special lunch or dinner is to be provided, a mutually agreed flat additional charge for vegetarian and non-vegetarian per head for such lunch/dinner will be paid.
- 43. All services are to be provided in such a way that the Banks executives are not disturbed in any manner.
- 44. The contractor shall maintain proper liaison with the Telephone, Cable Agency/Tata Sky, Water, Electricity and other Government departments and utility service providers for attending complaints quickly.
- 45. The contractor will ensure that the bills pertaining to the State Bank Leaning Centre, Noida in respect of electricity, telephone, water charges are sent to State Bank Institute of Learning & Development Centre, Noida. In case, the Bank has to pay penalty due to late deposit of bills due to fault of the contractor or its personnel, the amount of penalty will be recovered from the monthly maintenance charges payable to the contractor.
- 46. The contractor shall arrange for periodical cleaning and disinfection of underground and overhead water storage tanks at his cost, at least once in a month and shall write with Enamel paint, the date of cleaning on these tanks.
- 47. The contractor shall provide laundry services to the Bank's Officials/Executives, if demanded, and such charges to be borne by the Bank's Officials/Executives
- 48. The contractor shall provide latest local road map, trains time table, airlines time table etc. at the reception lobby for use by Bank's Officials/Executives, at his cost.
- 49. The contractor shall display on the Notice Board at the Learning Centre, the following:
- i) Full Menu card
- ii) Name of the Contractor and mobile no. of key person with name
- iii) Name of the caretaker with escalation matrix
- iv) Name of the attendants with escalation matrix
- v)The facilities available at the Learning Centre and guest-rooms.
- vi) Important Telephone Numbers, viz., Travel Agents, Doctors, Ambulance Service etc.
- Vii) Facilities and goods provided.

50. Penalty will be deducted based on rating given by participants, as under:

Average rating (by participants) (Out of 5)	Penalty
< 3.50	20 % of the bill for that programme
> 3.50 but < 3.75	15 % of the bill for that programme
>3.75 but < 4.00	10 % of the bill for that programme
>4.00 but <4.25	5 % of the bill for that programme
4.25 and above	No penalty

Date:	Signature of Contractor with seal
	Name:
	Address:

(C) MAINTENANCE SERVICE FOR GARDEN:

- a) The complete lawn areas (including interlinking paver areas where grass has been planted in the landscaped areas) have to be cleared from the growth of all types of weeds and other undesirable foreign growth by rooting out.
- b) All the lawn areas have to be uniformly mowed at regular intervals (at least once in a month or as and when required) in order to achieve proper and uniform growth of grass. It has to be ensured by the Contractor for making lawn area completely free from weeds, before beginning the mowing operation.
- c) Chemicals supplied by the Contractor have to be applied uniformly at the recommended dosage or as per the requirement, immediately after cutting of the grass or as and when required, in order to eliminate insects, pests etc. and to control diseases.
- d) Fertilizers/manure supplied by the Contractor have to be applied uniformly at the recommended dosage or as per the instructions of the Institute, immediately after cutting of the grass is over or as and when required.
- e) Anti-termite chemicals supplied by the Contractor have to be applied uniformly at the recommended dosage or as per the instructions of the Institute, immediately after cutting of the grass or as and when required in order to control the termites attack on grass.
- f) The grass has to be checked regularly in order to ensure that the lawn is completely free from insects, pests, termites, etc. which may harm the lawn.
- g) The Contractor has to always ensure uniform and healthy growth of grass and plants. Dust from the leaves has to be cleaned frequently using running water.
- h) All the hedge plants/ground covers etc. have to be trimmed in to good condition as instructed by the Institute.
- i) The contractor will supply all the agriculture equipmements like lawn mower, spade, garden rake, hand cultivator, garden trowel, secateurs, water hose (if required), grass shears, hedge shears, knife, garden can, sprayers and other useful implements for the work.
- j) Keep under safe custody, all the tools, the fertilizers/manure/ chemicals/fuels, etc. supplied by the Contractor and avoid misuse of the same and ensure adequate safety precautions while using all types of chemicals used for the application to the plants like providing shoes, mask, gloves, etc. to the workers.
- k) Preparation/Procurement of seasonal flower beds plants, seeds etc shall be at contractors cost and as directed by officer in charge.
- I) The Contractor shall ensure that his worker provides quality and efficient work/service, while carrying out their duties and obligations, observe standards of cleanliness, decorum, safety and general discipline lay down by the Institute.

PERIODICITY OF HOUSE-KEEPING SERVICES

Dining Hall Stair case Sweeping twice a day. Mopping once a day. Cleaning of waste and garbage from open area, rooms, kitchen etc. (c) Disposal of all types of garbage and waste paper Municipal garage (d) Dusting of Furniture Once a day (e) Vacuum Cleaning of carpets/sofa sets Once a week (f) Cleaning of toilets/WC's/Washbasins Once a day and on change of occupancy and as and when required. (g) Cleaning of Buckets/Mugs with Vim/detergent Once a day and on Change of occupancy and as and when required. (g) Cleaning of bathroom tiles/fittings Once a week (i) Cleaning of window panes / wall Panelling (j) Cleaning of fans/switch-Boards/walls/tube-lights/wall-hangings (k) Opening of clogged drains/sewer lines As and when required But at least once in a Fortnight (l) Maintenance and operation of Electric Fittings, water pumps, compound lights ,Etc (m) Changing of fuse CFL, LED lights, halogen light Fluorescent/T-5 Tubes including lights on sign boards and insect killer machines etc. Whenever required.	(a)	Sweeping & Mopping	
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Mopping once a day.		Dining Hall	as & when warranted
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Towels, pillow covers Three days and also on Change of occupancy/ at The request of the Bank's Executives. (p) Cleaning and disinfection of overhead and underground water storage tanks. Every month		accessories	of occupancy
Towels, pillow covers Three days and also on Change of occupancy/ at The request of the Bank's Executives. (p) Cleaning and disinfection of overhead and underground water storage tanks. Every month	(o)	Washing/dry cleaning of bed sheets,	
(p) Cleaning and disinfection of overhead and underground water storage tanks. The request of the Bank's Executives. Every month		Towels, pillow covers	l
(p) Cleaning and disinfection of overhead and underground water storage tanks. Bank's Executives. Every month			
(p) Cleaning and disinfection of overhead and underground water storage tanks. Every month			
water storage tanks.			Bank's Executives.
	(p)		Every month
	(q)		Daily and on an going basis

(r)	Pest Control	Weekly and as & when required

(s)	Rodent control	Quarterly or as & when required
(t)	Anti-termite treatment	Quarterly or as & when required
(u)	Fogging	Weekly and as & when required

ANNEXURE - 1A

BRAND OF CLEANSING MATERIAL FOR HOUSE-KEEPING SERVICES

S.No.	NAME OF CLEANING ITEM	BRAND
1	Phenyl	Doctor Brand/Genda/Lizol
2	Hand wash	Dettol/Godrejj/Lifebuoy
3	Toilet Cleaner	Harpic Liquid
4	Floor/Washbasin Cleaning	Citra-clean/Harpic(Red)
5	Pane Glass(Door, Window)	Colin/Mr. Muscle
6	Dishwashing Material	Vim/Pril
7	Repellents	All-out/Good Knight/Hit
8	Freshener	Airwick/Ambi pur/Glade/Godrej
9	Other Cleansing Material	Eco-friendly First Grade Brand

^{*}with approval of office of the Assistant General Manager, any other brand.

Signature & Stamp of the Tenderer

ANNEXURE - II LIST OF INDICATIVE BRANDS OF ITEMS (FSSAI APPROVED ONLY) TO BE USED IN CATERING

S.No.	ITEM	BRAND
1.	Milk	Mother Dairy/Amul/Anchal/Ananda
2.	Bread/Brown Bread	Harvest/Britannia/Ellora
3.	Butter	Amul/Anchal/Mother Dairy
4.	Jam	Kisan/Tops
5.	Tomato Sauce	Kisan/Maggi
6.	Chilli Sauce	Kisan/Maggi
7.	Tea/Tea Bags (as per the	Taj Mahal/Twinning
	choice of the trainees)	
8.	Coffee	Nescafe/Bru
9.	Sunflower Oil/Groundnut	Sundrop/Fortune/Saffola
	Oil	
10.	Vanaspati Ghee	Dalda/Rath
11.	Mustard Oil Kachee Ghani	Agmark/Fortune/Patanjali
12.	Rice	Basmati of good quality not less than
		Rs.80/- per kg in retail market
13.	Sugar	Good quality of reputed brand
14.	Atta/Maida/Besan	Shakti Bhog/Pilsbury/Rajdhani/Ashirwad
15.	Pulses	Good quality of reputed brand
16.	Spices	MDH/Captain cook/Everest/Patanjali
17.	Fruits/Vegetables	Seasonal fresh/good quality of different varieties
18.	Salad	Green fresh vegetables of good quality and variety
19.	Pickle	Kisan/Tops/Mothers
20.	Papad	Lijjat/Haldiram
21.	Ice Cream	Mother dairy/Kwality/Vadilal/Amul

^{*}Above brands and/or brands of comparable quality (to be approved by the Bank) can only be used.

Signature & Stamp of the Tenderer

ANNEXURE – III (Annexure – III placed at last page for uploading)

MENU CARD FOR CATERING SERVICES

A. BREAKFAST

S.No.	REGULAR (ON ALL DAYS)	OPTIONAL	DAYS
1	Bread & Butter	Dosa/Bread Rolls	Monday
2	Butter Toast with Jam	Idli/Stuffed Parantha	Tuesday
3.	Corn Flakes with Milk.	Upma/Chole Puri	Wednesday
4.	Seasonal Fruits	Poha/Aloo Puri	Thursday
5.	Butter – Milk	Dosa/Vegetable	Friday
	Tea/Coffee	Pakoras	
6.	Curd/Milk/Dalia	Idli/Bread Pakoras	Saturday
7.	Eggs/omlette	Upma/Vegetable	Sunday
		Cutiets	

B. **LUNCH/DINNER**

S.No.	ON ALL DAYS	VEGETARIAN	NON-VEG-	DAYS
		OPTIONAL	OPTIONAL	
1.	Chapatti	Shahi Paneer	Chicken/Mutton/Fish	Monday
2.	Rice	Mushroom Mutter		Tuesday
3.	Dal	Mutter Paneer	Chicken/Mutton/Fish	Wednesday
	Seasonal		Preparation	
4.	Vegetable	Mushroom Mutter		Thursday
	Papad,salad			
5.	Curd/Raita	Paneer Bhujia	Chicken/Mutton/Fish	Friday
	Fruits/Desert		Preparation	
6.		Karahi Paneer	Egg curry	Saturday
7.		Shahi Paneer		Sunday

Note: 1. For Non-veg the quantity (Chicken/Fish) shall be at least 100 gm per participants.

2.Non-Veg will be provided daily either in lunch/dinner as instructed by Office In charge.

SOUP

Tomato Soup/Corn Soup Monday, Wednesday, Friday and Sunday

Sweet & Sour Soup/ Vegetable Soup Tuesday, Thursday, and Saturday

C. BED TEA

D. <u>FORENOON TEA</u>: Tea / coffee with biscuits of good quality and varying varieties (in rotation and any one variety not to be repeated during 3 days)

E. AFTERNOON TEA: Tea/Coffee with biscuits of good-quality and varying varieties (in rotation and any one variety not to be repeated during 3 days).

F. EVENING TEA/COFFEE WITH LIGHT SNACKS SUCH AS VEG. PRAKORAS, SAMOSA/KACHORI/PATTIES/VEG.SANDWICH/POHA/BAMBINO ETC.The above Menu is subjected to revision at the discretion of the Bank any time at short notice.

ANNEXURE - IV

MANPOWER REQUIREMENT

Sr. No.	Manpower Requirement					
11	Catering Services					
	Supervisor (Skilled Category) for catering service	01				
	Professionally Qualified Main Cook (Skilled Category)	01				
	Assistant Cook (Semi Skilled Category)	01				
	Helper for Cooking (Unskilled Category)	01				
	Waiter/ Service Boy/Misc. Service (Unskilled Category)	05				
	Utensil Cleaner/ Dish Cleaner ((Unskilled Category)					
2	House Keeping Services					
	Supervisor In-charge for Housekeeping & Maintenance Services (Skilled Category)	01				
	Reception person for 24 hours i.e. 01 Supervisor for each 8 hours shift (Semi Skilled Category)	03				
	Other House Keeping Staff (Attendants/ Room Boys cum Helpers/sweeper) (Unskilled Category)	09				
3	Maintenance Services					
	Gardener (Semiskilled)	03				
	Electrician (Skilled Category) (In day & night hour)	02				
	Plumber (Skilled Category) (In day hour)	01				
	Carpenter(Skilled Category) (In day hour)	01				

The man power detailed above can be increased or decreased as per the requirements of the Bank.

DECLARATION REGARDING WAGES TO BE PAID BY THE CATERER TO CONTRACT LABOUR

(This is to enable the SBI to satisfy themselves of the Intention of the Caterer to adhere to minimum wages Act. Etc.)

Wage per day proposed to be paid by the Caterer to contract labour excluding employer contribution of EPF but including employee contribution of EPF.

Highly Skilled	Rs.	Per Day
	Rs.	Per month
Skilled	Rs.	Per Day
	Rs.	Per month
Semi – skilled	Rs.	Per Day
	Rs.	Per month
Un skilled	Rs.	Per Day
	Rs.	Per month

Date: Signature of applicant with seal

Place:

PROFORMA

State	Bank Institute of Learning & L	Development, Guest-Room	
(To be	e filled by the Bank's Executive	s/ Officials staying in Guest-Rooms o	n official duty)
i.	Name of Bank's Executive	:	
ii.	Designation	:	_
iii.	Place of posting	:	_
iv.	Total Number of days		
	Stayed in guest-room		
	PI. Specify dates	:	_
٧.	Availed food package	: Yes/No	
Certifi	ed that I was on official duty d	uring the stay in the Bank's above g	uest room.
Dated	:		Signature
•	e filled by the Contractor for class Executive/ Official)	aiming reimbursement of the amoun	t for providing food package to the
Receiv	ved a sum of Rs	from Shri	<u></u>
Towai	rds serving of food package as	above. Please reimburse me a sum o	of Rs
Dated	:	Si	gnature of Contractor with seal

ANNEXURE - VII

VERIFICATION REPORT

(in respect of various electronic, furniture and sanitary items provided in the Learning Centre and guestroom to be submitted by the supervisor to Assistant General Manager (SBILD), State Bank Institute of Learning & Development, Noida on weekly basis, i.e., every Monday)

Room No.	CFLs	Fans	Tube Lights	Fridge	ССТУ	AC	Electrical Kettle	Iron	Double Bed	Bed Sheet/ Blankets	Mattresses	Rugs	Tables/ Charis	Curtains	Taps	System etc.	Buckets etc.	Mirror	Other items
Description																			
Drawing Room																			
Reception Room																			
Basement																			
Staircases																			
Common Areas																			

DRAFT INDEMNITY BOND FOR INTERGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE SERVICES) INCLUDING CATERING SERVICES (TO BE STAMPED)

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

THIS DEED OF INDEMNITY BOND executed a	it Noida on this_	day	/ of	month
of year Two Thousand and Twenty Five (202	25) by M/s		duly re	epresented by
proprietor/ one of its partners Shri				
		_, gou <u></u> siding		at
		-	. \\C =t= =t =//\	
	(hereinafter r	referred to as	(Contractor).
In favour of State Bank Institute of Learning and at B-16, Sector-62, Noida-201307	d Development (SBI	ILD), (hereina	after referred	to as "Bank"),
The Contractor has become successful in semanagement Services (Housekeeping & Main premises located at State Bank Institute of Lea 201307, through competitive bidding in the "onlocation" on the contraction of the contracti	tenance Services) arning and Develop	including Ca	ntering Servic	es at Bank's
And whereas, as per tender documents, the Co Institute of Learning and Development (SBI (hereinafter referred to as "Agreement") and he	ILD), B-16, Sector	-62, Noida-2	201307 on _	
Indemnity Bond before starting the work as und	ler:			
In consideration of the Bank having awarded the to indemnify and keep harmless, the Bank from arising out of any mishaps occurring at the work	m any damages, pi	rosecution, o	ther legal sui	ts and claims

the standard work procedures and for violating rules and regulations for which the contractor shall be solely

Further, contactor hereby indemnifies for:

responsible..

- (i) Any loss or damages incurred or suffered or to be incurred or to be suffered by the Bank on account of breach of the terms and conditions of the Agreement by the Contractor.
- (ii) In case of any damage to property by the Contractor, Bank shall have the right to recover the cost of such damages from payments due to the Contractor and decision of the Bank shall be binding on the Contract
- (iii) In the event of any damage to the loose furniture, interiors, computers and such other equipment not specifically mentioned herewith or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement, if any, will be recovered from the Contractor.
- (iv) If the Contractor fails to improve the standards of safety in its operation to the satisfaction of Bank 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 official(s)/ Officer-in-Charge

of the Bank, the Bank shall have the right to take corrective steps at the risk and cost of the	ıe
Contractor after giving a notice indicating the steps that would be taken by the Bank.	

(v) Before commencing the work, the Contractor shall appoint/ nominate his responsible employee to supervise implementation of all safety measures and liaison with his counterpart of the Bank.

Dated:	Cignotius Q Stomp of the Tondous
Daleu.	Signature & Stamp of the Tenderer

(This specimen agreement is only indicative in nature which may be properly drafted after the completion and finalization of the bidding process. Further, the Bank reserves the right to add / delete any clauses from the agreement before or at the time of execution of the agreement.)

ANNEXURE-IX

DRAFT MEMORANDUM OF AGREEMENT FOR INTERGRATED FACILITY MANAGEMENT SERVICES (HOUSEKEEPING & MAINTENANCE SERVICES) INCLUDING CATERING SERVICES

(TO BE STAMPED)

(Site specific draft agreement shall be approved by the Bank prior to its execution)			
THIS AGREEMENT IS ENTERED INTO AND EXECUTED AT NOIDA ON THIS DAY OF 2025 (W.E.F DAY OF 2025) BETWEEN			
M/s a Proprietorship Concern/ Partnership Firm / a Company {strike off whichever is not relevant to the context} registered under the provision of Companies Act 2013/ of Sh having its registered office at acting through its (Name & Designation) dully authorized to sign/execute this agreement{strike off whichever is not relevant to the context} (Hereinafter referred to as the Contractor) which expressions shall include its successors, representatives and assignees) {strike off whichever is not relevant to the context} of the FIRST PART.			
AND			
M/s			
State Bank of India, a body corporate constituted under the State Bank of India Act, 1955 and having its Corporate Centre at 'State Bank Bhavan', Madame Cama Road, Nariman Point, Mumbai- 400021, India ("SBI"), acting through its State Bank Institute of Learning and Development (SBILD), Noida at B-16, Sector-62, Noida-201307 represented by its Director & Assistant General Manager (hereinafter referred to as the 'Bank' which expressions shall include its successors, representatives and assignees) of the SECOND PART.			

The Bank and Contractor are collectively referred to as the "Parties" and are individually referred to as a "Party." 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.

Whereas, the contractor has participated in the tender process/ offered their services in pursuance of the tender notice/ offer and after screening of proposals received and completion of due tendering process, the Contractor has been declared as the successful AND accordingly has agreed to render their services for valued consideration.

AND WHEREAS in pursuance to the award of the work to the contractor, both parties are desirous to enter into the present agreement on the terms and conditions as set forth herein.

NOW THAT IN CONSIDERATION OF ABOVE PREMISES, the parties hereby mutually agree as follows:

NOW THIS AGREEMENT WITNESS THAT

- 1. That the Contractor hereby agrees to render the Integrated Facility Management Services (Housekeeping & Maintenance Services) including Catering Services at Bank's premises located at State Bank Institute of Learning and Development (SBILD), Noida at 8-A, New cantt Road, Noida-201307. It is hereby agreed between the parties that, all the Provisions, Terms and Conditions of the Original Tender Document(s), Work Order and Correspondence taken place between the parties shall essentially form part and parcel of this agreement and undertakes to abide by the same.
- 2. The Bank will pay to the contractor/ service provider as per the enclosed schedule of prices/ price bid subject to rendering the services and delivering works/ goods to satisfaction of the Bank. The Bank reserves its unfettered right to deduct penalty/ reduce the payment for the services not rendered/ works/ goods not delivered as per the terms of the Tender Document/ Work Order and the decision of the Bank will be final and binding, in this regard. The charges payable to the Contractor do not include the Goods & Services Tax (GST) but inclusive of all other taxes/ duties/ levies, whether existing or levied in future by Central Government or State Government or Local Bodies as the case may be.
- 3. The contract shall be initially for a period of 1 year from the date of commencement of the agreement subject to review at the expiry of 01 year period, provided the contractor has licence and/or renewed license and rendered satisfactory services and maybe renewed for another 1 year subject to satisfactory services provided during the past year on same terms and conditions with an option to extend it up to maximum two years in total. The continuation of contract at the expiry of 1 year period on same terms and conditions for next 1 year period in the contract period is to the entire discretion of the Bank and cannot be claimed as right by the contractor.
- 4. The site of work will be broadly but not limited to, as mentioned under:
 - 01 dining hall and 01 VVIP dining hall both at ground floor, 19 rooms on first floor, 23 rooms on second floor and 23 rooms on third floor with attached toilets, kitchen at ground floor, 01 reception room at ground floor, common toilets, staircases, roofs of both the blocks, open/closed spaces, lift lobbies, corridors/ reception and other facilities/ utilities etc. at the above mentioned floors/ connecting above mentioned floors, 02 guest rooms, 01 auditorium with capacity of 154 seats, 02 dressing rooms, 02 laboratories, 01 dummy branch, 01 open amphitheatre, 01 gymnasium, 05 computer labs, 03 class rooms, 01 multi utility hall, 12 faculty rooms including AGM's chamber, administration wing, 01 miscellaneous room, 01 conference room, 02 system rooms, and 01 library etc.
 - The house-keeping, maintenance and catering services contract shall be for the entire premises
 occupied by State Bank Institute of Learning and Development (SBILD) including ceiling, walls
 and terraces of the building at above mentioned floors including external façade (from inside),
 drainage of clogged drains / sewer lines etc. complete.

• The house keeping, maintenance and catering services contract shall be for the entire premises occupied by State Bank Institute of Learning & Development, B-16, Sector-62, Noida.

Note: There may be marginal variations in premises/ site of work on either side. No extra claim will be entertained for variation in the premises/ site of work as mentioned above.

5. The brief details of scopes of Housekeeping & Maintenance Services and Catering Services are broadly but not limited to as mentioned under mentioned below:

(A)HOUSE KEEPING AND MAINTAINANCE SERVICES:

- a. The contractor shall engage sufficient number of able, trained, efficient, neat and clean (viz., with trim haircut, moustache, nail cut) healthy, honest, well behaved and skilled persons including supervisors, as per Annexure-IV, for upkeep and maintenance of entire premises of State Bank Institute of Learning & Development including guest rooms, terrace, roof, open areas inside the complex, and up to 15 feet outside the complex and cleansing of inside and outside drainage. The cost of cleansing of inside and outside drainage born by contractor at his own cost.
- b. The contactor shall arrange daily cleaning and other services of the entire complex as specified in Annexure-I. Even if a room is not being used the dusting/cleaning has to be done as per schedule. This should be strictly adhered to without fail.
- c.The Contractor shall arrange the daily cleaning of all toilets with eco friendly bio-products, i.e. Citranol/or, multipurpose cleansing liquid/1st grade phenyl and detergents, soap, toilet paper and other materials as specified in Annexure-IA, which shall be provide by the contractor at their cost.
- 6.The contractor shall arrange for making available bed linens in the rooms, replace the bed linens i.e., bed sheets, bedcovers, pillow covers, and towels once in 3 days or on change of occupancy as per Annexure-I, Bed sheets, covers, towels, pillow cover, blankets, quilts etc. will be supplied by the Bank. The contractor shall keep proper account of these items and arrange for their washing, ironing etc. at their cost. The contractor shall arrange for dry cleaning, vacuum cleaning of curtains, blankets, quilts covers etc. at his /their cost. Washing of any of these items shall not be allowed within the complex. List of items provided to the contractor by the Bank is enclosed as per Annexure VII.
- 7. The contractor shall provide trained and experienced personnel who will receive and welcome the Banks officials/executives at the reception lobby of the learning centre and arrange to carry their luggage etc. to their allotted rooms. One person will be available round the clock at the reception lobby and hostel block to receive and welcome the Banks official the Banks staffs/guests.
- 8. The contractor shall maintain electrical installations and plumbing work as and when required with the help- of ITI-passed and qualified and experienced, plumber and carpenter only, equipped with proper tools. The cost of replacement of items which are irreparable shall be borne by the Bank (excluding labour charges).
- 9. The scope of electrical shall include the labour component of operation and maintenance (both preventive and breakdown) of various electrical cables, fans, fixtures, fittings, geysers, refrigerators, room heaters/blowers, water supply pumps, bore well, etc. The cost of replacement of these items when irreparable shall be borne by the Bank. However, fluorescent/T -V/LED Tubes, CFL Bulbs, LED Bulbs/Tube-Lights, Halogen Lights (All types of Lights) starters, chokes etc shall be replaced by the contractor, as and when required, at his / their cost. All these items shall be handed over by the contractor in running conditions at the time of termination of contract. Similarly, the Bank shall hand over these items in running conditions at the beginning of contracts. The maker of these items should be any one of Philips/Bajaj/CG/Halonix/WIPRO/C&S/HPL only.
- 10. The contractor shall install mosquito repellent machines and repellents of good qualities such as all out, good night, etc. At their cost for all the bed rooms, Drawings, Dining, etc. The contractor shall provide pest

control of flies, mosquitoes including spraying with finit and/or Baygon spray in the entire complex to be carried out at regular intervals. The contractor will arrange for fogging in the premises at every three days interval and as and when required. Fogging machine will be provided by the Bank.

- 11. The contractor shall arrange refilling of drinking water every day in flasks which will be provided by the Bank in the Hostel Rooms, Guest Rooms, AGM Room, Administrative Block, Faculty rooms, etc.
- 12. Specialized machines for wet scrubbing, wet mopping, wet/dry & vacuum cleaning and machine for cleaning water bodies will be arranged/deployed by the contractor at his cost, including cleaning of drainage with machines/pressure tools which not only cleans but diagnose the problem too.
- 13. The contractor shall ensure opening and proper locking of all rooms in learning centre and guest-rooms. In case of any breakage, pilferage of any fixture and / or furniture, equipment etc. the responsibility shall be of the contractor.
- 14. Duplicate set of keys should always be available with the caretaker at the State Bank Institute of Learning & Development. In case of loss of any set of original/ duplicate key due to negligence on the part of the contractor's employees, the cost of replacement of lock(s) or getting another set of key prepared will be recovered from the monthly bill of the contractor. Before taking over keys, contractor/vendor's person will clean the room and provide certificate to this effect.
- 15. The check-in and check-out timings of the Bank's officials will be maintained by the contractor's personnel in a register which will be provided by the Bank. These records will be Bank's property. Record of Welcome kits supplied, if any, to the officials will be maintained by the contractor.
- 16. The contractor will be responsible to attend to all complaints within the purview of the contract. He will also be responsible to communicate immediately any complaints of sickness, mishap, accident etc. to the Assistant General Manager (SBILD). The Contractor will provide First Aid Box with requisite medicines at his/their cost and keep the same at Reception Counter/Learning centre and at Administrative Office. Complaint Register/ Suggestion Register, to be provided by the Bank, will also be made available at the Reception Counter/Learning centre and guest-room under the control of the contractor's men. Feedback forms will be kept in the rooms and the same shall be collected from the officials before they leave the learning centre. If any complaint is received from the Officials of the Bank about any kind of poor services rendered by the Contractor or, their representatives during their stay, an amount of Rs. 1000/-(One Thousand) will be charged for each complaint, shall be recovered from the Contractor and will be deducted from their monthly bill.
- 18. The contractor will supply one English/Hindi and one financial newspaper in all rooms including AGM, Faculty and Administration rooms besides adequate number of English/Hindi/Financial papers in the lobby/library.
- 19. The contractor shall provide high quality(HD) cable connection/DTH at all 65 Hostel Rooms, Guest rooms(02 nos), AGM cabin (01 no), Canteens (2Nos) at his own cost. It should display all popular channels.

(B) CATERING SERVICE:

- 20. The CONTRACTOR shall provide TOP-CLASS catering services at the learning centre/rooms on daily basis as per the "Menu" described at Annexure III and as per rate, terms and conditions and timings decided by the Bank from time to time as per Annexure –III and IV.
- 21. The quantity of the ingredients used in preparation of the eatables and beverages etc. shall be of FSSAI certified/Agmark quality and/or decided by the Bank from time to time, suggested brand/quality is indicated in the enclosed Annexure-II.
- 22. The present rates for various items as described in the "Menu" are placed at Annexure-III .The contractor shall provide Bed Tea, Forenoon Tea, Afternoon Tea, and Evening Tea with light snacks, breakfast, lunch or

dinner as per Menu card to the Bank's officials/Guests stayed in Guest rooms/Hostel rooms at the same rate as decided for participants.

- I) The contractor will prepare the weekly menu in consultation with the officer-in-charge at SBILD and submit it in advance for approval.
- II) In case of trainees do not intend availing themselves of the mess facilities on a particular day(s) and if caterer is intimated 6 hours in advance, no charges will be paid for such trainees.
- III) The AGM (SBILD) or any other officer at the Learning Centre nominated by him is authorised/ or any Official from SBI shall have all the meals to monitor the food quality at any time on regular basis and no charges will be paid to the Caterer in this regard.

23. The Contractor shall pay for cooking gas used for cooking purposes.

- 24. The Contractor shall provide standard cooking utensils of very high standard, table linen, cloth napkin, paper napkin etc. at his cost. The table linen & cloth napkin will be changed daily and washed at his expense. The said items shall be first class quality to the full satisfaction of the Bank/AGM, SBILD, whose decision in this regard shall be final and binding on the contractor.
- 25. The Contractor shall be provided by the Bank the articles used in kitchen such as cooking range , Water coolers, Deep Freezer, Hot Case, Electric toaster, tandoor, storage cup-boards, work-tables, Electrical and plumbing fittings, Geysers, crockery and cutlery etc. (As per annexure-X) The contractor shall maintain proper record and take care of the said articles/equipments as a bailee, in terms of Indian Contract Act and return all these equipments in good and working order on the expiry/termination of the contract.
- 26. The contractor shall not be allowed to sell food to person(s) other than Bank's Officials/ Executives. Similarly, no outsider shall be allowed to visit, meet the contractor or his employees or to eat food or consume any other items in the Learning centre and quest-rooms, except specific permission/approval from the SBILD.
- 27.All Questions relating to the performance of the obligations under this Agreement and to the quality of ingredients used in preparation of food beverages and all the disputes and differences, which shall arise either during or after the agreement period or other matters arising out of or interpretation of terms and conditions relating to this agreement or payment to be made in pursuance thereof shall be decided by the AGM, SBILD, Noida whose decision shall be final, conclusive and binding on the parties to this Agreement. Any aggrieved party can appeal against AGM SBILD, Noida decision to the Assistant General Manager, L&D/ Assistant General Manager (P&E), Delhi Circle.
- 28.In the event of insufficient/bad quality/non-serving of any eatables agreed upon to served, the Bank will be within its rights to impose penalty and recover from the contractor's bill @ **Rs.350/-** per Executive/per Bank staff per day for the entire number of such days.
- 29. While the articles used in kitchen shall be provided by the Bank the maintenance thereof shall be the contractor's responsibility.
- a. Bed tea and snacks will be served in the rooms, Break-fast, lunch and dinner will normally be served in the dining hall. However, in case of a specific request by the Bank's Executive, and if situation warrants, these have to be served in the room also.
- b. The contractor would provide forenoon, afternoon and evening tea with branded/bakery biscuits / snacks to the Learning centre's staff/faculty including guard free of cost.

Various items of Menu will be changed on daily basis (as per Annexure — III) or as per Bank's requirement on a later date to provide variety and maintain a uniform standard

30. The contractor will provide Eco-friendly Hand sanitizer, Air fresheners, Branded bath soaps, liquid hand wash, toilet paper for the toilets provided in the Learning centre and guest-rooms. It shall be the responsibility of the contractor to deploy sufficient staff and provide Eco-friendly cleansing materials of first

class quality preferably with all purpose cleansing liquid one of the bio-product for the cleaning of these toilets, toilet fittings, washing area, pantry, kitchen, dining halls and service areas.

(C) MAINTENANCE SERVICE FOR GARDEN:

- a) The complete lawn areas (including interlinking paver areas where grass has been planted in the landscaped areas) have to be cleared from the growth of all types of weeds and other undesirable foreign growth by rooting out.
- b) All the lawn areas have to be uniformly mowed at regular intervals (at least once in a month or as and when required) in order to achieve proper and uniform growth of grass. It has to be ensured by the Contractor for making lawn area completely free from weeds, before beginning the mowing operation.
- c) Chemicals supplied by the Contractor have to be applied uniformly at the recommended dosage or as per the requirement, immediately after cutting of the grass or as and when required, in order to eliminate insects, pests etc. andto control diseases.
- d) Fertilizers/manure supplied by the Contractor have to be applied uniformly at the recommended dosage or as per the instructions of the Institute, immediately after cutting of the grass is over or as and when required.
- e) Anti-termite chemicals supplied by the Contractor have to be applied uniformly at the recommended dosage or as per the instructions of the Institute, immediately after cutting of the grass or as and when required in order to control the termites attack on grass.
- f) The grass has to be checked regularly in order to ensure that the lawn is completely free from insects, pests, termites, etc. which may harm the lawn.
- g) The Contractor has to always ensure uniform and healthy growth of grass and plants. Dust from the leaves has to be cleaned frequently using running water
- h) All the hedge plants/ground covers etc. have to be trimmed in to good condition as instructed by the Institute.
- i) The contractor will supply all the agriculture equipmements like lawn mower, spade, garden rake, hand cultivator, garden trowel, secateurs, water hose (if required), grass shears, hedge shears, knife, garden can, sprayers and other useful implements for the work.
- j) Keep under safe custody, all the tools, the fertilizers/manure/ chemicals/fuels, etc. supplied by the Contractor and avoid misuse of the same and ensure adequate safety precautions while using all types of chemicals used for the application to the plants like providing shoes, mask, gloves, etc. to the workers.
- k) Preparation/Procurement of seasonal flower beds plants, seeds etc shall be at contractors cost and as directed by officer in charge.
- I) The Contractor shall ensure that his worker provides quality and efficient work/service, while carrying out their duties and obligations, observe standards of cleanliness, decorum, safety and general discipline lay down by the Institute.

(D) GENERAL TERMS AND CONDITIONS

- 31(i) if the date of tender opening happens to be a holiday, the tender will be opened on the next working day at the stipulated time.
- (ii) In case of a tie between one and more vendors, the L1 vendor will be decided by the GeM portal online, **The decision of Bank will be final and binding on the contractor in this regards**. In case of any cartel formation is suspected, the Bank reserves the right to reject/cancel any or all the tenders with the exclusion of the rest without assigning reasons thereof.
- (iii)The tenderer must obtain for himself at his own responsibility and expenses, all the information / documents necessary including approvals, permissions, to enable him to make a proper tender and to enter into contract with the SBILD, Noida, he must examine the specifications, conditions and seek whatever clarification he desires before submitting the tender documents.
- (iv) The tenderer shall also bear all expenses in connection with the preparation and submission of his tender. Omission, neglect or failure on the part of the tenderer to so obtain requisite, reliable and full information on any matter affecting his tender, the contract and supply, shall not relieve the tenderer whose tender is accepted from any liability under the contract.
- (v) If any tenderer withdraws his tender after submission or makes any modifications to this tender which are not acceptable to the Bank, the tender will be treated as having been rejected or abandoned or rescinded.
- (vi) Final award of the contract for the catering & housekeeping maintenance services work will be subject to approval of the Competent Authority.
- (viii) The Bank does not bind itself to accept the lowest tender and the Bank reserves the right to reject any or all the tenders received without assigning any reason.
- (ix) The Contractor shall engage the services of sufficient number (as per annexure IV) of able, trained efficient, neat, healthy, honest, well-behaved and skilled persons for cooking, serving and cleaning of kitchen, dining halls and services areas at his cost round the clock (24x7x365 basis). The cook(s) shall be expert in preparation of veg. and non-veg. of various types of North Indian, continental and South Indian dishes. The attendant/room boy-cum-helpers/cooks and other staff should be properly trained, and shall wear smart and neat uniform (pattern to be get approved from the Bank) with their name-badges. The contractor will be responsible for the good conduct and performance on their part and the contractor shall be deemed, for all legal and contractual purposes, as the employer of the said persons and such persons will not have any claim for employment in the Bank now or at the future date. There shall be no employer-employee relationship between the Bank and the person engaged/employed by the contractor. The contractor shall have to engage, the services of sufficient number of bearers etc. (as per annexure IV) and one or more supervisors.
- 32 (i) The contractor will ensure that the supervisor engaged by him verifies the condition of all the electronic, furniture and sanitary items, etc. provided in the learning centre and guest rooms on daily basis and shall ensure that they remain in working condition by arranging necessary upkeep through the electrician, carpenter or plumber as the case may be, If the same is within scope of work of the contract and if not, the problem will be brought to the notice of the Administrative officer, SBILD, Noida or concerned officer/engineer in the department on the same day. The supervisor will maintain a register for the purpose and room/lobby wise verification report in this regard will be submitted to Assistant General Manager (SBILD) on weekly basis, i.e., on every Monday.
- (ii) The successful contractor/bidders shall execute an agreement with the Bank. The contractor shall bear all the costs and expenses and stamp duty in respect of all agreements that may be entered into with the Bank to give effect to this arrangement.
- (iii) Liquidity Damages:-In case of failure to maintain satisfactory services on any day, the contractor shall pay an amount of Rs. 5,000/- per day. The Bank shall without prejudice to their rights & remedies including

termination of contract be entitle to deduct such damage from the security deposit & monthly bills, if any payable to the contractor.

- (iv) The contractor will ensure that his employees carry out activities at site in time without fail. In case they remain absent on any specific day an amount of Rs.500/- per day per employee will be payable by the contractor. The Bank reserves the right to get such jobs executed through other agencies at risk and cost of the contractor.
- (v)All the routine maintenance jobs are to be completed on the same day within the stipulated time failing which an amount of Rs. 500/- per job per complaints shall be payable by the contractor.
- (vi) Reasonable Care must be taken while carrying out the work so as to ensure that no material and Banks property is damaged. Any damage done to the same will have to be repaired / replaced by the contractor, falling which the same shall be done at his/their risk and cost. The decision of the Bank shall be final & binding on the contractor.
- (vii)The work shall be carried out with due regards to the convenience of the participants / staff members, the arrangements and the program of work within campus, the rules and regulations of the concerned authority shall be strictly observed. No extra cost shall be payable on this account.
- (viii) The contractor shall deploy only medically fit workers, free from all infectious diseases and time to time he should get them medically checked.
- (ix)The contractor shall be entirely responsible for miss-happening, accident to his worker while performing duty and shall have no claim / binding on State Bank of India / SBILD with respect to any compensation / monetary benefits etc., whatsoever. The contractor shall issue dress / identity card to their workmen & supervisor and ensure that they observe cleanliness and wear neat and clean uniforms with plastic badges, identity cards with photographs. The contractor shall provide sufficient numbers of uniform to each employee.
- (x) The contractor shall not permit the Administrative block or hostel block or any portion thereof or any other area in SBILD campus to be used for residential purpose by him and / or any of his employees.
- 33. The contractor will ensure that police verification is completed for all employees hired for the SBILD, Noida. A copy of this verification will be submitted to the bank. Furthermore, the contractor will maintain a list of employees containing the following details with their name, Photograph, Permanent address, Local address, contact number will be kept at the Learning centre with a copy deposited with the Bank. The Contractor shall also ensure the renewal of police verification of employees timely.
- 34. The contractor shall have full control over the employees engaged by him. The contractor shall give necessary guidance and directions to his employees to carry out the jobs assigned to them. The contractor shall also be responsible for the payment of their wages and / or dues to his employees, to which they are entitled under the applicable laws. All liabilities arising out of violation of local laws and / or central laws/labour laws shall be contractor's responsibility. The contractor shall remove any person(s) / employee(s) who may, in the opinion of the Bank be unsuitable or incompetent or any person(s)/employee(s) misbehaved or indulged in misconduct who may misconduct and such a person shall not be again employed or allowed in the work/campus without the permission of the Assistant General Manager (SBILD).
- 35. The contractor will pay rates and wages and observe hours of work and conditions of employment as per existing rules, Agreement and applicable laws. They shall be responsible if so required under the relevant law to register himself and obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and rules there under and they must comply with and carry out all the provisions and obligations under the said Act and Rules and furnish all information to the Office of Assistant General Manager (SBILD) as may be required by the Act/Rules.

- (ii) The contractor shall alone bear all taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the State / Central Government(s) or any local body or authority for and in connection with the rendering services except GST as applicable.
- (iii) All the taxes which the Bank may be liable to deduct or called upon to so deduct, during the currency of the arrangement/agreement which are liable to be payable by the contractor under the law but not so paid, shall be set –off against the bills raised by the contractor and paid to the respective government departments or authorities as may be required under law and the contractor shall have no claim against the Bank in respect of any or such payments.
- (iv) The contractor shall obtain adequate insurance policy in respect of his workmen engaged for the services, towards meeting the liabilities of compensation arising out of death, injury / disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents. The copy of same shall be produced to the Bank.
- (v) The contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of violation or breach thereof, the Bank may at its discretion, without prejudice to its other rights and remedies may terminate this contract.
- (vi)The contractor will submit the bills, (along with copy of salary register / documents / challans evidencing online payment of PF,ESI and other payments made for / to individual workers/employees hired/engaged by contractor) for the services rendered, at the end of each month to the authorised officer. Consolidated challan, not showing payment of PF and ESI of individual workers, will not be accepted. The payments as far as possible will be made within one week from the date of certification, subject to the condition that the contractor has cleared / paid all his dues viz labour payments, taxes, levis, etc as required to be paid / payable by him/them under any law for the time being in force.
- (vii) The tender quoted amount or total contract value is fixed and no additional claim will be entertained during contract period. However, if the minimum wages are increased in future as per the notification of Govt. of India, the Bank may consider revision of the charges payable to the contractor to the personnel engaged by him subject to production of proof.
- 36. It will be contractor's responsibility to ensure that the obligations under the contracts are duly performed and observed. The contractor shall also designate supervisor(s) by name that will personally check the working of their staff every day. The contractor shall maintain the 'Daily Report register' of services every day and made available for inspection by the Assistant General Manager (SBILD) or Bank's other officials.
- 37. The contractor shall ensure a very high standard of housekeeping and maintenance of the entire complex at all times, with due regard to hygiene & cleanliness. Disposal (as per the Green building/Banking) of all types of garbage including tree/plants/shrubs garbage inside and outside the premises shall be the responsibility of contractor. The black plastic bag shall be provided by the contractor for the dustbins of each room, kitchen etc. daily all at his/their costs.
- 38. The contractor shall carry out improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by the Bank's Executive or Assistant General Manager (SBILD) and Bank's staff. The contractor shall submit the Complaint Register to the Assistant General Manager (SBILD) at fortnightly interval or as and when required for further putting up to the Competent Authority.
- 39. The Contractor shall be responsible for any loss due to theft/pilferage of / damage to the Bank's property, including any portion of the buildings under the Contractor's occupation, or the fittings, fixtures or other equipment entrusted in their charge, or any property belonging to the Bank's Executives, when such loss / damage is in the Bank's opinion, caused due to negligence or carelessness or any fault on contractor's part or that of his representative or any of his employee, he shall be liable to pay the Bank such amount in respect of such damage as may be assessed by Bank. Accordingly, the Contractor shall ensure that the character

antecedents of the personnel to be engaged has been verified through the appropriate authority and they have unblemished past records.

- 40. The contractor shall not permit any portion thereof or any other area in the complex to be used for residential purpose by him and /or any of his employee, except the room/area specifically permitted by the Bank.
- 41.All consumable materials (Eco-friendly only) and equipments required for day to day which are to be arranged by the contractor shall be of best quality and approved by the Bank, which shall be available for inspection by the officials from the department.
- 42. (i)The contractor shall be liable to comply with all rules and regulations in respect of all the labour laws and statutory requirements, including fire safety regulations and other regulations, which are vogue or will become applicable in future.
- (ii)The contractor shall accept and bear full exclusive liability for the payment of any or all taxes etc., now in force or hereafter imposed, increased and revised from time to time by the Central or State Government or by any other authority with respect to or covered by wages, salaries, or other compensations paid or payable to persons employed by the contractor.
- (iii)The contractor shall fully and strictly comply with all the applicable laws, rules and regulations relating to P.F. Act including the payment of P.F. contributions, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensations Act, ESL, CL (R&A) Act, Essential Commodities Act, Migrant Labour Act and / or such other Acts or Laws or regulations passed by the Central, State, Municipal and Local Government agency or authority, including T.D.S. as per I.T. Act, applicable from time to time.
- (iv)The contractors shall be responsible for proper maintenance of all Registers, Records and Accounts so fast as these relate to the compliance or any statutory provisions/obligations. The contractor shall be responsible for maintaining record pertaining to payment of Wages Act and also depositing the P.F. contributions, ESI, etc, with authorities concerned. All such necessary proof to be submitted with their monthly bill.
- (v)The contractor binds himself executor or administrator and agrees to indemnify and hold harmless the Bank, in respect of this contract, including all claims, damages proceedings costs, charges and / or any expenses whatsoever which may be imposed, enforced or brought against the Bank or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of contract in respect of violation of any of the provisions of Law / Act / Rules or regulations having the force of law or if any award of decision by any competent tribunal, court or authority in respect of the workmen or any one employee/engaged by the contractor / sub-contractor in connection with this contract. This indemnity shall survive even after termination of the contract.
- (vi)The contract shall be responsible for all the claims of his employees. The contractor's employees will not have any claim whatsoever against the Bank.
- (vii)The contractor shall engage fully trained and adequately experienced persons, who are medically fit. They should be free from all infectious/diseases.
- (viii)The contractor shall obtain adequate insurance policy in respect of his employees to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc.
- (ix)The contractor shall provide weekly holidays/off to his employees as per labour laws but it will be his responsibility to ensure uninterrupted services on all days at no extra cost (24x7x365).
- 43.(a)The Bank may, without prejudice to any other remedy for breach of contract may terminate the contract/agreement by one month notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the contractor, or the engagement is not in the interest of the Bank no more requires any such services.

- (b)The Bank is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice without assigning any reason & without payment of any compensation, In the following cases:-
- (I)If the contractor is adjudicated insolvent by Competent Court of files for Insolvency or if the hirer being a company is ordered to be wound up by a court of competent jurisdiction, or
- (ii) If any charge sheet is filed by a competent authority of the government against the Agency/Company, or the contractor is convicted by a criminal court on grounds of moral turpitude, or
- (iii)For any reason whatsoever, the contractor becomes disentitled in law to perform obligations under this agreement.
- (iv) If there is a change in the name or constitution of the contractor arising out of merging with some other company or collaboration with some other company or for any other reason, If any changes takes place in the proprietorship or partnership or the company, the Bank should be intimated within 30 days of such changes, following which all payments will be withheld & Bank may terminate the present agreement would be terminated unless the new company/entity accepts the subject agreement at the same rates, terms & conditions laid down herein, The contractor shall refund the excess money paid for the term for which the agreement/arrangement has run.
- (c) In the event of failure of the contractor to provide the services or part thereof, as mentioned in the agreement / tender document for any reasons whatsoever, the Bank shall be entitled to procure services from other sources & imposition of penalty and the contractor shall be liable to pay to the Bank, the difference of payments/excess payment made for such other services, besides damage for the period of failure In providing the services or part thereof.
- (d) In the event Bank terminates the contract for any reason whatsoever, the Bank shall be entitled to procure services from other vendor/contractor as it deems appropriate, & the contractor shall be liable to compensate the Bank for loss if any suffered on account of difference in rates payable to him and to the alternate vendor/contractor.
- (e) In the event of termination of contract for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
- (f) Settlement of Disputes and Arbitration:-All questions relating to the performance of the obligations under this agreement and to the quality of materials used in respect of the services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be referred to DIRECTOR (SBILD,NOIDA) in the Bank, whose decision shall be final, conclusive and binding on the contractor.
- (g) Nothing contained in the contract is intended no shall be constructed to be a grant, demise or assignment law of the premises or the articles / equipment or any part thereof by the Bank to the contractor and or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these presents either efflux of time or otherwise.
- (h) Any indulgence, forbearance or waiver, granted or shown or made on the part of the Bank will not prejudice its rights under the contract.
- (i) The rates quoted be inclusive of all statutory obligations such as Minimum wages (central OR state government wages, whichever is applicable in Noida city).ESI,P.F contributions, wages for leave reserves, service charges, all kinds of taxes except GST, if applicable, etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected. Contractor must have to pay the worker employed by him as per the Govt norms applicable and satisfy the Bank thereof.

- (j) The courts in Noida (Uttar Pradesh) alone shall have jurisdiction in respect of any matter touching these presents.
- 44. The contractor shall undertake to bear all taxes, rates, charges, levies or claims, whatsoever as may be imposed by the Central/ State Government or Local Body or Authority excluding GST as applicable.
- 45. In case the contractor or any of his employees, fails to fulfil his obligations as per his scope of work for any day or any number of days, to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquidated damages up to a sum of Rs.1000/- per day for the entire number of such days and the Bank shall without prejudice to his other rights and remedies, be entitled to deduct such damages from the amount, if any, payable to the contractor.
- 46. The contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc. for executing the agreement with the Bank.
- 47.The contractor shall have to deposit a sum equal to 5% of tender amount (annual value) or Rs. 1,00,000.00 (Rs. One Lac Only) whichever is higher, in the form of interest free Demand Draft/ Banker's Cheque issued by any nationalized /scheduled Bank drawn in favour of State Bank of India payable at Noida or Bank Guarantee (BG) of equivalent amount issued by any nationalized /scheduled Bank or a STDR in joint A/c of Bank & Contractor as security deposit for entire contract period duly discharged in favour of the Bank. The security deposit will be refunded on expiry/termination of the contract as the case may be after adjusting the dues payable by the contractor to the Bank.
- 48. The contractor's rate shall remain firm throughout the contract period.
- 49. The contractor shall be paid at monthly intervals upon presenting their bill(s) with all documents as stated above. In case of shortfall of participants/quests/vacant slot the contractor will be paid under:

Category - (I) Wings are in operation:-

When the wings are in operation the payment will be made as under.

a. If the total number of trainees are <(less than) 30, the payment will be made for actual number of trainees + (plus) compensation Rs. 1000/-per day OR amount payable for 30 trainees, whichever is less.

II) When none of the wing is operational:

When none of the wings is in operation on any day including Saturday/Sunday/Holiday there will be no any compensation made and the payment of food charges shall be paid as per the actual and as per the tendered quoted rates.

The position of the Wings/guest-room is as under:

S.No.	No. of Wing	Capacity of Wing
1.	Wing I	30 participants
2.	Wing II	30 participants
3.	Wing-III	30 participants
Guest-	rooms Capacity	Twin sharing

- 50. In case of trainees who would not stay in the hostel and consequently do not take full course (bed tea to Dinner), the Contractor would be reimbursed only the charges for taking actual meal viz. forenoon tea, lunch and afternoon tea and snacks etc.
- 51. Whenever, any special lunch or dinner is to be provided, a mutually agreed flat additional charge for vegetarian and non-vegetarian per head for such lunch/dinner will be paid.

- 52. All services are to be provided in such a way that the Banks executives are not disturbed in any manner.
- 53. The contractor shall maintain proper liaison with the Telephone, Cable Agency/Tata Sky, Water, Electricity and other Government departments and utility service providers for attending complaints quickly.
- 54. The contractor will ensure that the bills pertaining to the State Bank of India, State Bank Leaning Centre in respect of electricity, telephone, water charges are sent to State Bank of India, State Bank Institute of Learning & Development Centre. In case, the Bank has to pay penalty due to late deposit of bills due to fault of the contractor or its personnel, the amount of penalty will be recovered from the monthly maintenance charges payable to the contractor.
- 55. The contractor shall arrange for periodical cleaning and disinfection of underground and overhead water storage tanks at his cost, at least once in a month and shall write with Enamel paint, the date of cleaning on these tanks.
- 56. The contractor shall provide laundry services to the Bank's Officials/Executives, if demanded, and such charges to be borne by the Bank's Officials/Executives
- 57. The contractor shall provide latest local road map, trains time table, airlines time table etc. at the reception lobby for use by Bank's Officials/Executives, at his/their cost.
- 58. The contractor shall display on the Notice Board at the Learning Centre, the following:
- i) Full Menu card
- ii) Name of the Contractor and mobile no. of key person with name
- iii) Name of the caretaker with escalation matrix
- iv) Name of the attendants with escalation matrix
- v)The facilities available at the Learning Centre and guest-rooms.
- vi) Important Telephone Numbers, viz., Travel Agents, Doctors, Ambulance Service etc.
- Vii)Facilities and goods provided.

Date:	Signature of Contractor with sea	
	Name:	
	Address:	

<u> Annexure- X</u>

List of items supplied to the contractor by the Bank.

S. No.	Item	Quantity
1	Quilts	
2	Blankets	
2	Crockery and Cutlery	
3	Bed sheet with Pillow Cover	
4	Towel	
5	Refrigerator	
6	Bucket & Mugs	

Note: The above list is only a tentative list of items provided to the contractor by the Bank; however final list shall be prepared by the Bank at the time of the handing over of the items to the contractor.

Signature & Stamp of the Tenderer

ANNEXURE – III A (to be filled and uploaded online with Price Bid Schedule II)

COST OF CATERING SERVICES - Lumpsum per Participant

Providing catering services as per the following schedule and tentative menu including the cost of all food items of prescribed/ approved brands, cooking gas/ LPG, standard cooking utensils of very high standard, providing and changing table linen, cloth napkin on daily basis etc. including whatever else may be required for services but not specifically mentioned above, complete as per directions and to the satisfaction of the Bank.

S. No.	Item Description	Amount per Day (Rs.)
A	BREAKFAST Regular as per Menu Card Bread Butter (4 pieces) Butter Toast with Jam (4 pieces) Corn Flakes with Milk in medium size bowl Seasonal Fruits/ Juices, Eggs/ Omlette, Tea/ Coffee, Curd/ Milk Optional as per Menu Card Any three items of the following with coffee/Tea Dosa- 1 piece, Idli- 2 pieces, Poha- 1 plate, Upma- 1 plate Bread Roll- 2 pieces, Veg. Cutlets- 2 pieces, Stuffed Parantha- 2 pieces Poori with Aloo Curry/ Chhole- 5 pieces, Veg Pakoras- 1 plate (125 gm) Bread Pakora- 2 pieces	
В	B. LUNCH/ DINNER Regular as per Menu Card Soup Chapatti, Rice, Dal, Seasonal Vegetable premium vegetable Curd/ Raita Papad, Salad, Fruit / Desert (100 gm per participants at least) Optional as per Menu Card VEGETARIAN (Any one of the following gravy Premium Vegetable) Shahi Paneer, Mushroom Mutter, Mutter Paneer, Paneer Bhujia Karahi Paneer, Soya Chaap, Palak Paneer NON- VEGETARIAN (Any one of the following gravy items in place of Premium Vegetable, 100 gm per participants at least) Chicken, Mutton, Egg-Curry, Fish Preparation	
С	BED TEA: Tea/ Coffee with Biscuits etc.	
D	FORENOON TEA: Tea/ Coffee with Biscuits etc.	
Е	AFTERNOON TEA: Tea/ Coffee with Biscuits etc.	
F	EVENING TEA: Tea/ Coffee with light Snacks (Pakora/ Pakori/ Samosa/ Kachori/ Patties/ Veg. Sandwich, Pasta, Chana /Corn chat, chowmin etc.)	
	Catering Cost per Participant per Day (To be quoted in Price Bid) Total (A to F)	
Note:		
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- 1. The scope of the work/ services and menu card shall be as per the relevant section of the tender document.
- 2. It will be contractor's responsibility to ensure uninterrupted services during all hours (kitchen services from 6:30 A.M. to 10:30 P.M.) on all days, at no extra cost to the Bank and hence the contractor is advised to take due care on this account and make suitable calculations and provisions at their end, while quoting the above rates.
- 3. The above Menu is tentative and subject to revision at the discretion of the Bank after discussion with contractor within the prices offered, any time, at a short notice, as per requirements.

(Refer annexed file/section in tender portal for detailed Bill of Quantities for Financial/ Price Bid)

SCHEDULE-II

FINANCIAL/ PRICE BID