



**SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD., (SBIIMS),
(WHOLLY OWNED SUBSIDIARY OF SBI)
GUWAHATI CIRCLE OFFICE**

Sl. No.	Description	
(a)	Tender ID	GUW201909024
(b)	Tender Name	Catering & Caretaking Services at State Bank Institute of Learning & Development(SBILD), Silchar.
(c)	Ending Date of Tender	11.10.2019 upto 02:00 PM
	Opening Date of Tender	20.09.2019
(d)	Tender Fee Amount	Rs.3000.00 (Rupees Three thousand only)

TABLE OF CONTENTS

- **Notice Inviting Tenders(NIT)**
- **Minimum Eligibility Criteria for Qualifying in Technical Bids**
- **Application-cum-Technical Bid format**
- **Scope of Catering Services**
- **Scope of Caretaking Services**
- **General Terms and Conditions of the tender**
- **Break-up of Quantities (BOQ) as Annexure-A**

• **NOTICE INVITING TENDERS (TENDER ID CODE) NO.GUW201909024 DATED 19.09.2019**
CATERING & CARETAKING SERVICES
at State Bank Institute of Learning & Development(SBILD), Silchar

On behalf of State Bank Of India(hereinafter referred to as **SBI**), L.H.O., Guwahati, tenders are invited by **SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.** (hereinafter referred to as **SBIIMS**), in two Bids system(Technical Bid and Price Bid) from eligible and qualified bidders for providing catering & caretaking(Housekeeping & maintenance) services at State Bank Institute of Learning & Development(SBILD), Silchar (hereinafter referred to as **Institute**)as under :-

1.	Scope of the Work	: CATERING SERVICES (Services of providing all meals viz. tea, breakfast, lunch, dinner regularly for 25 trainees or more/less persons per day depending upon the programme held) & CARETAKING SERVICES (Cleaning and Housekeeping of the premises having Total building Area of 818 Sq. Meter in G+2 Building with Hostel Wing and Academic Wing etc.) At SBILD, Silchar, Banga Bhawan, Sadarghat, Silchar - 788001, Assam. Break-up of Quantities(BOQ) is as per Annexure-A.
2.	User Department	: State Bank Institute of Learning & Development(SBILD), Silchar (hereinafter referred to as Institute)
3.	Availability of tender documents	: Tender documents can be downloaded from the Bank's website www.sbi.co.in under section ' Procurement news ' from 20.09.2019 to 11.10.2019 .

4.	Technical Bid	<p>: The Application-cum-Technical Bid(Hard copy) with all supporting documents should be submitted in a sealed cover containing the name and complete address/contract number of the vendor on the cover and bear the title "<u>Technical Bid for providing catering & caretaking services at State Bank Institute of Learning & Development(SBILD), Silchar</u>" in the "TENDER BOX" kept at 3rd Floor, "A" Block of Local Head Office Building of State Bank of India, Guwahati on or before 11.10.2019 upto 02:00 PM alongwith the followings :-</p> <p>i) <u>Tender Processing Fee</u> amounting to ₹3000.00 (Rupees Three thousand only) (Non-Refundable) to be paid only through State Bank Collect(SB Collect an efficient MIS report generating tool). The steps involved in making the payment is provided at Annexure-D.</p> <p>The receipt generated with a the Reference No. will be submitted along with the Technical Bid.</p> <p>ii) <u>Earnest Money Deposit (EMD)</u> amounting to ₹50,000.00(Rupees Fifty thousand only) to be deposited to the Bank's A/C No. 10242804581 (Name of the Account :- SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account, maintained at SBI, Dispur Branch, IFSC code- SBIN0003030) ONLY THROUGH ON-LINE TRANSFER (WHOSE WHO DEPSOIT BY CASH IN THE BANK, SBIIMS MAY DISQUALIFY THEM IN TECHNICAL BID and submit the deposit voucher copy as proof of deposit of the amount.</p> <p><u>Date and Time of opening of Technical Bids</u> at the office of the undersigned :- On 11.10.2019 at 03.00 PM</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>Authorised representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendors representatives.</p> </div> <p>After opening, the Technical Bids will be evaluated on the basis of the minimum eligibility criteria specified in this Tender including deposit of specified amounts for the tender Processing Fee and Earnest Money as mentioned above.</p>
5.	Price Bid	<p>: The Price Bid will be through e-tendering amongst the bidders who qualified in Technical Bid through SBI Service Provider M/s e-Procurement Technologies Pvt. Ltd. Ahmedabad as at Annexure-A.</p> <p>Date and time for submission of price bid through e-Tendering will be intimated to the qualified contractors separately through SBI service provider M/s e-</p>

		Procurement Technologies Pvt. Ltd. Ahmedabad. The bidder should have valid digital signature for participation in e-Tendering.
6.	Contact details for any clarification	The Circle Head & The Assistant Vice president, SBI Infra Management Solutions Pvt. Ltd. Guwahati Circle Office, 3rd Floor, SBI, LHO Building, Guwahati, Dispur-781006, Ph: 0361-2237509 Mobile No.9435047923(GIRISH CHOUDHURY)
7.	Pre-Bid Meeting	A pre-bid meeting will be held in the office of the undersigned (SBIIMS) Circle Office, Guwahati at 03:00 PM on 01.10.2019 wherein the bidders may seek clarification required by them, if any, relating to terms & conditions of the tender.
8.	Notes:	
a) In case the date of submission of Technical Bids/Pre-Bid meeting is declared as a holiday, the date will be considered on the next working day at the same time.		
b) The SBIIMS reserves the right to cancel or postpone or modify the tender at any stage without assigning any reason thereof.		
c) Vendors who do not fulfill the minimum eligibility criteria need not apply. Any incomplete application and / or not fulfilling the minimum eligibility criteria will be summarily rejected. Moreover, the conditional tenders(Technical Bids) are liable for rejection and will not be allowed to participate in Price Bid(e-tendering).		
d) The EMD of the unsuccessful Bidders in Technical Bid shall be returned within two weeks from the date of finalisation of the tender/placing the work order on receipt of Bank's Account details from the vendors.		
e) All pages of the Technical Bid documents should be serially numbered and shall be signed by the authorized person(s) of the applicant only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page.		
f) Before submission of tender, the Bidders may visit the site where intended services are to be provided and satisfy himself/ themselves as to the conditions prevalent/details of the premises at the site. No claim on this account shall be entertained by SBI/SBIIMS under any circumstances subsequently.		

g)	<p>As it is a combined tender for catering and caretaking services, only such contractors should apply, who have the means and experience of carrying out both catering and caretaking services as mentioned in the Terms & Conditions. Partial bids (only for catering service or only for caretaking services) will not be entertained.</p> <p>Moreover, in case multiple bids from the same bidder is received, all the bids of such bidders shall be liable to be cancelled.</p>
h)	<p>Corrigendum, if any, is to be followed as published in SBI website www.sbi.co.in under Procurement news only.</p>
	<p>Circle Head & Assistant Vice President(Civil) SBIIMS, Circle office, Guwahati.</p>

Annexure-D

The steps involved in making the payment through SB Collect are as under :-

- The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com/>.
- Select "**SB Collect**" from Top Menu, that will lead to the next page:
- "**Proceed**" will lead to the next page:
- Select "**All India**" in "State of Corporate / Institution " & Select "**Commercial Services**" in "Type of Corporate / Institution".
- "**Go**" will lead to the next page:
- Select "**SBI Infra Management Solutions**" in Commercial Services Name and "**Submit**"
- Select "**Tender Application Fee**" in "Payment Category" and enter the "**Tender ID**" exactly as we preloaded with characters in Uppercase only in place of Circle Codes.
- The next Page will be ready with few of the Preloaded Tender Details:
- The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.

Note :- Any type of vendor/contractor, whether dealing with SBI or other Bank can use this SB Collect facility. Even a contractor/vendor not dealing with any Bank, use this portal and generate challan and deposit by cash in any SBI branch. The Bank charges for cash deposit will be also borne by the vendor/contractor himself.

- **MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID :-**
- **Only those applicants who possess the following eligibility criteria should apply, along with documentary proof.**
- The applicant shall be an established company/vendors having adequate similar experience in providing regular catering (Services of providing all meals viz. tea, breakfast, lunch, dinner **regularly for minimum 20 persons per day**) and caretaking (Housekeeping & maintenance for **minimum 800 sq. Mtr. areas**) **services for minimum 1(one) year contract period in** Training Institutes/Guest Houses/Transit Houses/Hostels of PSU/ Banks/State and Central Govt. Organizations/reputed IT companies, Insurance companies, reputed Hospitals/ Pvt. Company/Universities, Autonomous Institutes and Corporate Entities of repute etc. **during last 3 years.** The experience of catering may either be in the same organization in which the firm has been providing caretaking services or it may be in a different organisation of the eligibility type)
- The Applicant's **average Annual Financial Turnover during last 3(three) years** ending 31st March, 2019 should be at least **INR 15.00 lakh.**
- **Bank's solvency certificate** amounting to **INR 15.00 lakh.**
- The applicant must possess valid certificates / license for food catering services from the Central Licensing Authority under Food Safety and Standards Act, 2006 as applicable.
- **The applicant must be in operation for at least the last 3(Three) years.**
- **The Tenders from Individual/Firms/Organisations including their Partners/Directors who have been blacklisted/prosecuted by any departments/statutory bodies, anywhere in India or by any Court of Law, shall not be considered.**
- The Tenderer must be having sufficient number of experienced staff.
- The cut-off date for reckoning experience would be 31st July, 2019.
- Bidder should have Office at Silchar or should be able to open office in Silchar within 3 months of receiving work order.
- **The vendors should possess the following supporting documents and must submit self-attested photocopies of the following supporting documents along with Technical Bid:**
 - Valid Certificate / License from the appropriate authority (the Central Licensing Authority under Food Safety and Standard Act, 2006).
 - PAN Card in the name of the proprietor/firm/company.
 - Goods & Service Tax (GST) registration.
 - Documents for Applicant's average **Annual Financial Turnover** during last 3(three) years ending 31st March, 2019 with at least **INR 15.00 lakh.**
 - Details of sufficient experienced Staff engaged by the firm.
 - Latest valid Bank's solvency certificate amounting to **INR 15.00 lakh.**
 - Income Tax return for last 3(three) years.
 - Work order & completion/in operation satisfactory certificate from the clients whose work has been undertaken in the last three years.
 - Document as proof of year of Establishment of the firm with not less than 3(three) years
 - Trade License/Labour License /ESI/EPF registration as applicable.
 - Details of Bidder's Office at Silchar or an undertaking to establish the office at Silchar within three months from the date of issue of the work order.

• **APPLICATION –CUM- TECHNICAL BID FORM :-**

(Please strike-off which is not applicable.)

1.	a) Name of the applicant/organization b) Full Postal Address of the Firm c) Contact Details (i) Phone No. (ii) Mobile No. (iii) Fax No. (iv) E- mail address.					
2.	Year of establishment Please enclose documentary evidence					
3.	Constitution of Firm Enclose certified copies of documents as evidence.	Sole proprietorship/ Partnership /Private Ltd. / Ltd. Co. / Any other (Please specify)				
4.	Name of the Proprietor/Partners/Directors of the organization/firm Enclose certified copies of document as evidence.					
5.	<table border="1" style="width: 100%;"> <tr> <td colspan="2" style="padding: 2px;">Name/s of authorized signatory with designation</td> </tr> <tr> <td style="width: 30%; height: 20px;"></td> <td style="width: 70%; height: 20px;"></td> </tr> </table>	Name/s of authorized signatory with designation				
Name/s of authorized signatory with designation						
6.	Mode of Authorization Enclose certified copies of document as evidence	Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / Any Other (Please specify)				
7.	Details of registration-whether partnership firm, company, etc. Name of registering authority, date and registration number (Note: partnership firms not registered with the appropriate authority need not apply), if any Enclose certified copies of document as evidence.					

8	Details of valid certificates / license for food catering services from the Central Licensing Authority under Food Safety and Standards Act,2006 as applicable. Enclose certified copies of document as evidence	
9.	<p>Whether registered with Govt. /Semi Govt./Banks/CPWD/Municipal Authorities or any other Public Organization and if so, since when? (Enclose certified copies of document as evidence).</p> <p>i. Name of Organization</p> <p>No. & Date of Registration</p> <p>ii. Name of Organization</p> <p>No. & Date of Registration</p> <p>iii. Name of Organization</p> <p>No. & Date of Registration</p>	Yes/No
10.	No. of years of experience in the field and details of work in any other field.	
11.	Yearly turnover of the organization during last 3 (three) years (year wise) and furnish balance sheet and Profit & Loss A/c. for the last 3 years.	
12.	<p>Banker's Details</p> <p>(i) Banker's Name</p> <p>(ii) Full Postal Address</p> <p>(iii) Telephone No.</p> <p>(iv) Account No.</p> <p>(v) Type of Account</p>	
13.	Bank's Solvency Limit (Please enclose latest valid Solvency certificate from the Banker)	
14.	PAN No. (Income tax) Enclose certified copies of document as evidence	
15.	Goods & Service Tax(GST) No. Please enclose documentary evidence	

16.	Whether last three years IT returns filed (Pl. enclose certified copies of the IT returns of the last three FY years	
17.	Details of similar works in operation/completed Please fill up enclosed Annexure -P & enclose copies of work completion /in operation certificates	
18.	Details of Key Personnel Permanently employed.	
19.	Other infrastructural information to be used/referred for this work .	
20.	Furnish the names of 3 responsible persons along with their designation, address, telephone no., etc., for whose organization, you have completed / in operation for similar jobs and who will be in a position to certify about the performance of your organization.	
21.	Whether any Civil Suit/litigation arisen in contracts executed during the last 10 years. If yes, please furnish the name of the employer, nature of work, contract value, work order and brief details of litigation. Give name of the Court, place, and status of pending litigation. Attach a separate sheet if required	
22.	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted. (The Tenders from	

	Individual/Firms/Organisations including their Partners/Directors who have been blacklisted/prosecuted by any departments/statutory bodies, anywhere in India or by any Court of Law, shall not be entertained).	
23.	Please mention whether your any relative(s) is (are) working in the State Bank of India with the name, relationship, address etc.	
24.	Registration details for the EPF/ESI/Trade License and the Labour License details under the Labour Contract Act.	

I/We have read and understood the Press notice, Pre-qualification Notice & this Application form along with Annexure and my/our firm fulfills the ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID described in this TENDER Notice.

(SIGNATURE OF AUTHORIZED SIGNATORY)

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

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

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

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

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

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

(SIGNATURE OF AUTHORIZED SIGNATORY)

NAME:

SEAL OF THE FIRM

PLACE:

DATE :-

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

Annexure-P

List of clients whose work has been undertaken/in operation for the last 5 years (copy of work orders to be attached):

Sr. No.	Name of the Client, Location, and Name and Mobile No. of Contact Person	Details of Catering & Caretaking services	Number of Employees engaged	Contract Value/Total Monthly Bill amount (Rs.)
1				
2				
3				

Signature of Authorized Representative _____

Name of Authorized Representative _____

Date: _____

Place: _____

Note: SBIIMS may make telephonic or written inquiries about the work done, including satisfaction of the client, and may also visit the client sites. Vendors should note that by providing the names of the clients in this form, they are authorizing SBIIMS to make inquiries about them with those clients.

4. SCOPE OF CATERING SERVICES :-

CATERING SERVICES for providing Meals per day which includes bed tea, breakfast, fore-noon tea, lunch, afternoon tea, evening Snacks with tea / coffee and dinner for 25 trainees or more/less persons per day depending upon the programme held as under :-

A) Both vegetarian and non-vegetarian meals will be served according to the menu decided by the Institute and more particularly described under Schedule 'A' hereunder written. The Contractor will prepare daily menu and submit it in a Menu Register at least one day in advance for approval by the Institute for the Meals daily as under :-

i) Bed Tea :- 6.00 AM – 7.00 A.M

Readymade bed tea/coffee with biscuits to be made available in the hostel room for the participants.

ii) Breakfast :-8.30 AM to 9.30 AM

Two eggs or preparation of two eggs (boiled/omlette/poached – as desired by the participants) and a savory dish (Alu-Puri or 2 cutlets with tomato sauce or Parathas with vegetables, toasted bread with butter and Jam (4 to 6 slices), one seasonal fruit (banana/apple/orange, papaya etc), tea or coffee, corn flakes with 200 grams of whole milk to be provided for all participants.

iii) Fore-noon Tea :-11.15 AM to 11.30 AM

A cup of tea / coffee with biscuits

iv) Lunch (For Non-Vegetarians) :-1.15 PM to 2.00 PM

Mutton curry/chicken curry/fish mutton kofta/keema/fish curry etc. Chicken or mutton or fish to be served daily in lunch out of which chicken would be served minimum on two days in a week.

For fish preparation :- Minimum 100 gm per trainee

For Chicken/Mutton preparation :- Minimum 125 gms per trainee. Meat preparation to be served to each trainee separately in plates.

COMMON MENU:

Dry / Fry vegetables, Dal, One curry vegetables, Rice (Joha), Curd, Papad (Full),

Lemon (half – piece), Salad (combination of cucumber, tomato, carrot, onion and others), Pickle, Chapatis, One sweet dish (good quality) as per Schedule 'A'

v) Lunch (For Vegetarians) :-

Special curry dish (minimum 60 gms Paneer per trainee) plus other vegetarian items as per common menu

vi) Afternoon Tea :- Tea / Coffee with biscuits – 3.15 PM – 3.30 PM

vii) Evening Snacks with tea / coffee – 5.00 PM – 5.30 PM

viii) Dinner :- 8.30 PM – 9.30 PM as per the items listed for lunch except curd.

NOTE :-

Roasted sauf/masala to be served after breakfast / lunch / dinner.

Salt / pepper / water glasses to be placed on each table.

Paper napkins with breakfast, lunch and dinner.

Snacks and sweet dish to be served as per under noted schedule 'A' :-

SCHEDULE 'A'

<u>SNACKS</u>	<u>SWEET DISH</u>	
	<u>Lunch</u>	<u>Dinner</u>
Glucose/Crackjack/ Bourbon (biscuits of Reputed brand)	Gulab Jamun	Custard
Bread Pakora – 1	Kheer	Fruit cream
Samosa	Milk Savian	Fruit Jelly
Cream Biscuits of reputed brand	Custard	Gulab Jamun
	Fruit Cream	Rasgolla
	Fruit Jelly	Milk Savian
	Rasgolla	Kheer

- The menu will be catered as per the timing given below subject to change:-

Bed Tea : 6.00 AM – 7.00 AM

Breakfast : 8.30 AM - 9.30 AM

Lunch : 1.15 PM - 2.00 PM

Dinner : 8.30 PM - 9.30 PM

B) GENERAL REQUIREMENTS (TO BE PROVIDED BY THE CONTRACTOR AT HIS EXPENSES) :-

- The various items of the menu will be changed frequently to provide variety and first class standard will be maintained by using standard items of consumption and sufficient in quantity of all items to the entire satisfaction of the trainees and the Institute. The Institute shall have full right to refuse the service of any item in the food without any notice but after giving reasons for such refusal and the decision of the Director of the Institute shall be final.
- The Contractor shall serve hot bed-tea/coffee in the rooms/dining hall and breakfast, lunch and dinner will be served hot in the Dining Hall. Forenoon and afternoon tea /

coffee will be served hot in the Lecture Blocks on working days and in the Dining Hall on holidays. Hot / cold Meals should be served to the sick persons in their respective rooms. Hot Tea / coffee on all other occasions will be served in cups and saucers. Any deviation is subject to penalty.

- The Contractor will use his own cooking utensils, appliances, crockery, cutlery and table linens, etc which must be of first class quality. No Plastic cutlery, plates etc. will be used or provided. Tumblers / Jugs in the trainees' rooms are also to be provided by the Contractor. The Contractor will supply napkins to the trainees at breakfast, lunch and dinner regularly. The Contractor will also provide neat towels and soap / liquid soap near the wash basins in the Dining Hall. The Bank will, however, supply furniture i.e. the requisite number of dining tables, chairs, crockery cabinets, in the Dining Hall. Gas connection including refills, hot plates and deep freezer / refrigerator would have to be provided by the Contractor.
- The Contractor will engage bearers / waiters including cooks exclusively for the kitchen / Dining Hall. The bearers/waiters shall be provided with appropriate uniforms by the Contractor at his own expenses and the Contractor shall ensure that the bearers/ waiters are in uniform and wearing gloves and caps while serving tea / coffee, lunch / dinner, etc.
- The Contractor will also engage a separate set of workers/labourers for Caretaking (maintenance) services. They shall also be provided with appropriate uniforms by the Contractor at his own expenses, differentiating them from those engaged in Catering services and the Contractor shall ensure that the workers/labourers are in the uniform while they are on duty. Any default will lead to penalty per person out of uniform
- The bearers/ waiters/ workers will be the workmen of the Contractor only and there shall be no relation of employee & employer, master & servant etc between the bearers/ waiters/ workers engaged by the Contractor & the Institute (Bank). In no case they shall claim to be the employees of the Bank or the Institute. Nor they shall claim their wages/ any compensation etc. from the Institute as they shall be the sole responsibility/ liability of the Contractor.

- The Contractor shall have to engage the services of only major, able, efficient, healthy, honest and well-behaved boys for cooking, catering, cleaning, etc. at his cost and responsibility. These boys shall be considered for all legal and contractual purposes as the employees of the Contractor himself. The Contractor will have full control and responsibility for the service conditions, wages, claims, damages, compensation, etc. in respect of employees appointed by him and will also be responsible for the due compliance with all the requirements of all statutory obligations and to pay all claims, costs, damages, expenses, fine or penalties, which may arise out of any claims, suit or prosecution for contravention thereof. The Contractor shall comply with all the statutory laws and local laws like Labour Laws, Payment of Minimum Wages Act, ESI, Employee's P F Act, Insurance Act, etc and the Contractor undertakes, accepts and admits absolute and complete responsibility for service conditions etc as said herein. The Contractor will have to supply and get verified a list of bearers/waiters/workers engaged by him on daily basis along with the next day's menu of meals. Any default will be considered a deficiency in services
- The Contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 & ensure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rules framed there under and which are used by the Contractor during the course of the services under the contract. The Contractor shall also obtain adequate insurance policy in respect of his workmen engaged for the service, towards meeting the Liability of compensation arising out of death, injury/ disablement at work etc. & shall regularly and punctually pay each and every premium as & when the same shall become due during the currency of the contract and provide a copy to the Institute for record.
- The Contractor will ensure high quality of services. The Contractor or his authorized Manager will always be present while breakfast, lunch and dinner are being served in the Dining Hall at the Institute during pre-lunch and post-lunch tea / coffee breaks. The Contractor will also call on the In-Charge of the Institute, atleast thrice a week or

whenever requested, to discuss the arrangements, complaints regarding the running of the mess.

- The Institute reserves the right to get the sanitation arrangements in the mess checked by the Health Department or any competent authority and it will be the sole responsibility of the Contractor to keep the kitchen / mess in good sanitation with use of disinfectants. It should be ensured that no insects/cockroach etc., are found in the food. Any deviation will lead to penalty.
- The Institute will provide one room-cum-store with one bed to the Contractor for his use. The Contractor will ensure that no other person / outsider is allowed to use the bed-room allotted to him. No living quarters will be provided by the Bank for the kitchen staff/bearers/waiters/workers. The Contractor will also ensure that his staff does not trespass the office/hostel premises except while on duty.
- The Institute will provide water supply and electricity but not power for cooking. The Contractor shall have to make his own arrangements for cooking like gas stove, gas cylinders etc. at his own cost and expenses. The Commercial gas cylinder (LPG) will be used by the contractor at his own cost. It will be sole responsibility of contractor to ensure that subsidized domestic Gas is not being used for cooking. The contractor will be sole responsible for any penalties imposed for using subsidized domestic Gas. The Institute absolves itself from any responsibility / penalties imposed in this connection.
- The Contractor will provide porters and reception arrangements at the ground floor of the Institute for at least the first two days of the commencement of each course / programme and he will record the names of the trainees and rooms allotted in the register maintained for the purpose.
- The Institute has a capacity of 25 trainees but the Contractor will be paid for a minimum of 3 nos. of meals in case the attendance is less than 3 (three) trainees except on the gap days when he will be paid for a minimum of 3 Nos. of meals or actual, whichever is more, and for the concluding day of a Course / Programme he will be paid for actual number of meals.
- The In-charge of the Institute or one of his representatives is authorized to take break-fast, lunch/dinner every day for test / check and no charge will be made in this

regard. However, the Bank's official guests and the trainees will be charged as per the Bank approved rate.

- The Contractor will continue the catering arrangement for the trainees of a concluding Course who will stay in the Institute / Hostel depending on the availability of bus/train/air journey as also for the trainees of a Course who report earlier even before the commencement of the Course, provide them as per menu and the Contractor will be paid as per the approved rate for the actual number of meals. Linking days between two Courses (i.e. Sunday etc falling between Saturdays, the last day of the Course and Monday, the first day of the new Course) will be treated as gap days. Similarly, if during currency of a Programme, all trainees do not take food on any day for reasons of their outing / field visits / holidays, etc such a day will be treated as a gap day. For such day he can claim for 3 (three) nos. of meals as per the approved rates.
- The Contractor will render the Catering and Caretaking Services to the Institute in such a way that the benchmark ratings under these areas as stipulated by the STU are maintained. However, if the ratings under the above mentioned area continue getting downgraded, appropriate penalty i.e 1% of the bill amount of catering / caretaking of the concerned programme for every 10 bps drop in rating, will be recovered from the Bills.
- Any intervention by the institute for maintenance of 3 star standard will be at the cost of the Contractor.

C) PENALTY CLAUSES :-

The Institute shall have the right to impose penalty on the Contractor which will be levied at the rate shown against the deficiencies in service detailed hereunder:-

- Non approval of menu one day prior – Rs.50/- per occasion.
- Non-displaying of the menu in the Dining Hall - Rs 50/- per occasion
- Deviation from the approved menu. - Rs 200/- per day
- Refusal to service of any item after giving reasons. - Rs 300/- per day
- Collective boycott of meals or any preparations due to meager/ Poor quality. Penalty in addition to non-payment of bills. - Rs 500/- per occasion
- Serving of tea/coffee in mugs other than cups & saucers . - Rs 40/- per occasion
- Serving cold meals – Rs.50/- per occasion.
- Non-submission of list of employees engaged as agreed upon. - Rs 200/- per occasion
- Non wearing of uniform by bearers/waiters/workers. - Rs 40/- per individual per day.
- Complaints from participants regarding running of mess service and non-discussion with the Institute - Rs 50/- per occasion
- Presence of insects etc., if found in the food. - Rs 300/- per occasion in addition to non-payment of bills.
- Non-maintenance of hygienic condition in all rooms, staircases, toilets etc. including the kitchen. - Rs 300/- per occasion
- Keeping reception counter unmanned for long – Rs. 300/- per occasion
- Loss of assets/properties due to mishandling, theft etc. by the contractor or his representatives – recovery of actual cost of replacement plus Rs. 300/-
- Institute reserves the right to revise the rate/quantum of penalty to be levied based on assessment by the Institute for non-conformity/deviation of the above.

Note:

- All the above-mentioned scope of works is indicative and not exhaustive; Bank reserves the right to add/delete any work under the scope of work.
- All the expenses towards maintenance of the tools & equipment will have to be borne by the Contractor.
- The Contractor has to provide Uniform (displaying contractor's name), Shoes, hand gloves, personal protective equipment, necessary tools, etc. to all their staff members.

5. SCOPE OF CARETAKING SERVICES :-

CARETAKING SERVICES for providing Cleaning and Housekeeping services of the premises having Total building Area of 818 Sq. Meter in G+2 Building with Hostel Wing (10 nos. of two bedded rooms), 1 No. Guest room, 1 Dormitory, 2 Class rooms, 1 Faculty room, 1 Director room, Kitchen, Dining area, Library-cum system room, UPS room, care taker room, reception area, parking areas, lobbies etc. of SBILD, Silchar.

The contractor shall be responsible for performance of under noted duties :-

A) CLEANING :

The Contractor shall maintain the premises regularly in the context of Sweeping, brooming, washing and cleaning of the floors, cleaning and dusting of furniture, fixtures & fittings in the entire premises which inter-alia include the Administrative Block, Class Rooms, Faculty Rooms, Director room, Library, Hostel Mess, Hostel Kitchen, Trainees' Rooms, Guest Rooms, store rooms, reception area, parking areas, lobbies and the Bathrooms attached to the Office, Hostel Mess, the wash basins in the hostels or elsewhere within the premises of the Institute or attached thereto, and other miscellaneous cleaning such as cleaning electrical fittings, doors, windows, furniture, etc. The sanitary fittings shall always be kept in first class condition by using the necessary cleaning materials such as Phenyl, Naphthalene balls, Vim and acid, chemicals, liquid soaps etc., the cost of which shall be borne by the Contractor. The mess and kitchen premises shall be swept and cleaned at least three times a day. Responsibility for getting the blocked flush systems/ gutters cleaned shall be that of the Contractor. The Contractor shall also arrange for daily spray of Baygon/Good Night/ All Out to keep the rooms/ bathrooms/Dining Halls / Class rooms / Corridors free from mosquitoes/ cockroaches/ pests.

B) HOUSE KEEPING :-

The housekeeping shall include making the beds of the trainees i.e. spreading bed-sheets on bed, bed sheets under quilts/blankets, bed covers, changing of the bed-sheets, pillow covers, handling of curtains, etc to maintain a 3*(Three Star rated) hotel ambience of the premises. The bed-sheets, bed covers, pillow covers, towels shall be got washed by the Contractor only from the washerman (to be approved by the Institute). The charges thereof shall be paid by the Institute at the rates decided from time to time. The total stock of bed covers/ sheets, mosquito nets, blankets, towels etc. handed over in bulk shall be under the custody of the Contractor. However, torn/worn out articles shall be replaced by new articles at the cost of the Bank on which marking SBILDG in indelible ink shall be got done by the Contractor. Any loss due to any other reason would be recovered from the Contractor. The Contractor shall be responsible for any loss due to theft/pilferage/damage of Bank's property caused due to negligence or carelessness or any fault on the part of the Contractor or any of his workers and also liable to pay to the Bank such amount of loss as per penalty clause of the Tender Document.

C) OTHER REQUIREMENTS(TO BE PROVIDED BY THE CONTRACTOR AT HIS EXPENSES) :-

- i) The Contractor shall arrange for providing of drinking water to the trainees in their rooms, Faculties' Cabins, Office, Lecture Rooms and guest rooms.
- ii) Movement of furniture and other articles from one place to another within the premises of the Institute would be provided by the Contractor at his cost.
- iii) Limited room-service to the participants. Tumblers and water jugs in the trainees' rooms and soaps/buckets / mugs/ slippers in the bathrooms would be provided by the Contractor at his cost.
- iv) The Contractor shall carry out duties entrusted to him in a satisfactory manner. For this purpose he shall employ adequate staff.
- v) Whenever power supply is disrupted, hot water would be made available by the Contractor to the trainees room as and when required.
- vi) The Contractor shall also carry out the instructions of the Director of the Institute or any of his representatives for the smooth running of the Institute, such as visit to State Electricity Board's Office or Telephone Office, or local Municipal authorities etc. on work relating to power supply or telephone connection and garbage disposal etc. The Contractor shall keep the Institute (Bank) indemnified against all the claims, if any that may arise out of negligent handling.
- viii) If the Institute suffers any loss on account of non-performance or on account of any act of commission or omission on the part of the Contractor or the persons engaged by him or by reason of his negligence or misconduct in the due discharge of the duties, the Institute will be entitled to recover the loss from the Contractor.
- ix) The Contractor shall bear all costs and expenses in respect of all charges, stamp duty, etc. in respect of all Agreements that may be entered into with the Institute to give effect to this agreement and also in respect of Agreement that may be entered into at a later date.
- x) The Contractor shall alone bear all the 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.
- xii) The Contractor should possess, for the entire duration of the contract, all the licences and registrations as may be required under any law and shall be responsible to register himself and obtain a valid licence under Contract Labour (Regulation& Abolition) Act, 1970 and comply all the statutory Laws including provisions of Section 16, 17, 18, 72 and 73 of the CL(R&A) Act, 1970 .
- xiii) The contractor would employ a separate set of his/her/their own personnel in the age range of 18 to 60 years for Caretaking services and above with sound physique free from any contagious disease. They shall also be provided with appropriate uniforms by the Contractor at his own expenses, differentiating them from those engaged in Catering services and the Contractor shall ensure that the workers/labourers are in the uniform while they are on duty. Any default will lead to penalty per person non-wearing of uniform.
- xiv) The workers/labourers will be the workmen of the Contractor only and there shall be no relation of employee & employer, master & servant etc between the bearers/ waiters/ workers engaged by the Contractor & the Institute (Bank). In no case they shall claim to be the

employees of the Bank or the Institute. Nor they shall claim their wages/ any compensation etc. from the Institute as they shall be **under** the sole responsibility/ liability of the Contractor.

xv) The Contractor shall have to engage the services of only major, able, efficient, healthy, honest and well-behaved labour/workers at his cost and responsibility. These persons shall be considered for all legal and contractual purposes as the employees of the Contractor himself. The Contractor will have full control and responsibility for the service conditions, wages, claims, damages, compensation, etc. in respect of employees appointed by him and will also be responsible for the due compliance with all the requirements of all statutory obligations and to pay all claims, costs, damages, expenses , fine or penalties, which may arise out of any claims, suit or prosecution for contravention thereof. The Contractor shall comply with all the statutory laws and local laws like Labour Laws, Payment of Minimum Wages Act, ESI, Employee's P F Act, Insurance Act, etc and the Contractor undertakes, accepts and admits absolute and complete responsibility for service conditions etc as said herein.

xvi) The Contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 & ensure and keep insured contractor's all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rules framed there under and which are used by the Contractor during the course of the services under the contract. The Contractor shall also obtain adequate all risk insurance policy in respect of his workmen engaged for the service, towards meeting the Liability of compensation arising out of death, injury/ disablement at work etc. & shall regularly and punctually pay each and every premium as & when the same shall become due during the currency of the contract and provide a copy to the Institute for record.

xvii) The Contractor will ensure high quality of services. The Contractor or his authorized Manager will always be present during caretaking services at the Institute. The Contractor will also call on the In-Charge of the Institute, atleast thrice a week or whenever requested, to discuss the arrangements, complaints, if any.

xviii) The Institute will use the same room-cum-store with one bed to the Contractor provided for catering services for his use. The Contractor will ensure that no other person / outsider is allowed to use the bed-room allotted to him. No living quarters will be provided

by the Bank for the workers. The Contractor will also ensure that his staff does not trespass the office/hostel premises except while on duty.

xix) The Institute will provide water supply and electricity at free of cost to the contractor.

xx) The Contractor will render the Caretaking Services to the Institute in such a way that the benchmark ratings under these areas as stipulated by the STU are maintained. However, if the ratings under the above mentioned area continue getting downgraded, appropriate penalty i.e 1% of the bill amount of catering / caretaking of the concerned programme for every 10 bps drop in rating, will be recovered from the Bills.

xxi) Any intervention by the institute for maintenance of 3 star standard will be at the cost of the Contractor.

xxii) The Institute reserves the right to review/modify/ alter/ amend all or any of the aforesaid clauses at any time without assigning any reason thereof and the Contractor agrees to the same.

D) PENALTY CLAUSES :-

The Institute shall have the right to impose penalty on the Contractor which will be levied at the rate shown against the deficiencies in service detailed hereunder:-

- Non-submission of list of employees engaged as agreed upon. - Rs 200/- per occasion
- Non-supply/Non provision of towel/napkin/soap/liquid soap near wash basin. - Rs 50/- per occasion
- Non wearing of uniform by the workers. - Rs 40/- per individual per day.
- Complaints from participants regarding services and non-discussion with the Institute - Rs 50/- per occasion
 - Non-maintenance of hygienic condition in all rooms, staircases, toilets etc. including the kitchen. - Rs 300/- per occasion
- Loss/misplace of any of the Room keys – actual cost of repair/replacement plus penalty of Rs. 100/-.
- Loss of assets/properties due to mishandling, theft etc. by the contractor or his representatives – recovery of actual cost of replacement plus Rs. 300/-
- Institute reserves the right to revise the rate/quantum of penalty to be levied based on assessment by the Institute for non-conformity/deviation of the above.

Note:

- i. All the above-mentioned scope of works is indicative and not exhaustive; Bank reserves the right to add/delete any work under the scope of work. However, the Contractor has to properly maintain the campus/Building /Premises.

ii. Also, all the expenses towards maintenance of the tools & equipment will have to be borne by the Contractor.

iii. The Contractor has to provide Uniform (displaying contractor's name), Shoes, hand gloves, personal protective equipment, necessary tools, etc. to all their staff members.

iv. Supervisors/Managers should visit different floors from time to time to ensure that each floors/toilet etc. remain clean and ready for use round the clock.

6. General Terms & Conditions of the Tender :-

• Opening & Evaluation of Technical Bids :-

- The Bidders' names, the presence or absence of requisite EMD, Tender Processing Fee and such other details, at the discretion of SBIIMS, will be announced at the time of technical Bid opening.

- Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances.

- SBIIMS will examine the Bids to determine whether they are complete in all respect and all required formats have been furnished. The submitted documents have been properly signed, and the Bids are generally in order.

- Prior to the detailed evaluation, SBIIMS will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, the Bid which conforms to all the terms and conditions of the Bidding Document without any deviations will be treated as a responsive Bid.

- SBIIMS determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

- If a Bid is not responsive, it will be rejected by SBIIMS and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.

- Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

- During evaluation and comparison of bids, SBIIMS may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

- The acceptance of any Technical Bid or otherwise will vest with SBIIMS and SBIIMS does not bind to accept any or all the applications received and reserves the right to reject any or all the applicants / vendors which do not fulfill all or any of the conditions and are incomplete in any respect, without assigning any reason whatsoever. The applicant shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of Technical Bid/Price Bid.

- **The Price Bid shall be conducted through on-line(e-Tendering) through Bank's Service Provider as per BOQ placed at Annexure-A amongst the shortlisted vendors qualified in Technical Bid.**

- The EMD(Earnest Money Deposit) deposited shall not carry any interest. If the vendor, who quoted lowest amount in the Price Bid, backs out and will not execute the work in time, the EMD amount will be forfeited.

- Selected vendor will be required to comply with all statutory requirements of the Govt. bodies. In case they fail to comply with any of the statutory requirements, **SBIIMS** may pay the full or the unpaid balance due, as the case may be, either by deduction from any amount payable to the vendor under any contract, or as a debt recoverable from the contractor, **or by invoking the deposited amount with SBI, at the sole discretion of SBIIMS.**

6) Contacting the Bank :-

- No Bidder shall contact SBIIMS on any matter relating to its Bid, from the time of opening of Technical Bids to the time the Contract is awarded.
- Any effort by a Bidder to influence SBIIMS/SBI in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

7) Award Criteria :-

SBIIMS will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily and whose Bid has been determined to be responsive and is the lowest(in Grand Total) in Price Bid through e-Tendering as per BOQ as at Annexure-A.

8) PERFORMANCE BANK GUARANTEE [PBG] :-

The contractor has to submit the Performance Bank Guarantee not less than **Rs.50,000.00(Rupees Fifty thousand only)** valid for a period of 24 months from the date of signing the contract from a Scheduled Commercial Bank other than SBI or Security Deposit amounting to **Rs.50,000/-.(Rupees Fifty thousand only)** in the form of Bank's draft in favour of Astt. General Manager(P&E), SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account, maintained at SBI, Dispur Branch, IFSC code- SBIN0003030) within a week of receipt of work order from SBIIMS. In case the Vendor fails to perform/commence the contract, the Bank shall invoke the Performance Bank Guarantee [PBG] or forfeit the Security Deposit/EMD to recover penalty/damages or any other amount due to the Bank /amount recoverable, the right to invoke the BG for any non compliance of the terms and conditions or any financial loss directly or indirectly by any act of commission or omission on the part of the Contractor and/or Contractor's workers, the Contractor shall compensate the Bank such loss fully.

9) In case the contractor fails to discharge any of his obligation under the agreement (relating to catering/caretaking) upto the level of performance desired, Institute will have the right to get the job done (at the level of performance desired by the Institute) at its own expense and recover the actual expenses from the amounts payable to the contractor under the agreement.

10) **Contract Period** :- The catering and caretaking agreement shall remain valid for a period of **two years** from the effective date of the agreement. However, either party can terminate the agreement by giving three months' notice in writing. Further, renewal / continuance of the contract for further period of 2 years may be considered within the Institute's sole discretion at mutually agreed rates / charges and keeping other terms and conditions unchanged, provided the service rendered by the vendor is found satisfactory and as per Institute requirement. No claim for losses etc. on this account will be entertained by the Bank in this regard.

11) If the Institute in its sole discretion feels that any of the conditions/clauses in the agreement has/have been breached/violated by the contractor, the Institute shall have the absolute right to terminate the agreement forthwith without giving any notice to the caterer / caretaker as stipulated earlier.

12) ASSIGNMENT :- The vendor shall perform its obligations under the contract personally and shall not assign, in whole or in part its obligations to perform under the contract or any third party.

13) RESOLUTION AND DISPUTES

All disputes or differences whatsoever arising between the parties shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at Guwahati. During the arbitration proceedings the vendor shall continue to work under the Contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Guwahati.

14) USE OF CONTRACT DOCUMENTS AND INFORMATION

The vendor shall not without SBI's prior written consent, make use of any document or information provided by them in Bid document or otherwise except for purposes of performing contract.

15) **Evaluation of price Bid :-**

The Lowest tendered amount will be evaluated on the basis of the monthly quoted rates (excluding GST) as under :-

a) **Monthly charges for providing catering services for 25 persons (Average rate** for providing **Meals per day per head**, which includes Bed Tea, Breakfast, Fore-noon Tea, Lunch(veg/Non veg),Afternoon Tea, Dinner(Veg./Non-Veg.) etc. as per menu specified in the Tender Document considering all the expenditure including labours/workmen/materials and all charges like cost of the insurances, Octroi, machinery, any works related to the services, overheads, profit, statutory expenses, incidental charges and all related expenses & all other requirements as indicated in the tender document) for one month. Thus total Nos. of Meals per month is 750 Nos.(25 persons X 30 days)

For example, if the average quoted rate per **Meals per day per head** is Rs.100.00(Excluding GST), then monthly charges for catering services will be = Rs.100.00 X 750 = Rs.75,000.00 + GST as applicable.

b) **Monthly charges for providing caretaking services for one month** as per the scope of the works as mentioned in Annexure-A and considering the cost for supply of all the equipments/materials /labours & workmen as required as mentioned in the scope of catering and caretaking services, all taxes & charges , cost of the insurances, Octroi, machinery, any works related to the services, overheads, profit, statutory expenses, incidental charges and all related expenses to perform the work.

For example, if the monthly quoted charges towards caretaking services is Rs.50,000.00(Excluding GST),

Then total monthly charges for catering and caretaking charges will be as under :-

Total monthly charges for catering and caretaking charges

= Monthly charges for catering services + Monthly charges for caretaking services

= Rs.75,000.00 + Rs.50,000.00

= Rs.1,25,000.00 + GST as applicable per month.

The approved accepted Rates will be valid for throughout the contract period of 2(two) years from the date of issue of the work order and also will be applicable for further 2 years , if the contract is extended as per same terms & conditions and rates.

- **16) Payment Terms :-** After completion of monthly services, the contractor will submit the proper Invoice to the Institute for monthly payment at their end as per the actual quantity of meals supplied or as per the after

deducting statutory taxes /charges and penalty for deficiency in services and liquidated damages, if any.

- The actual quantity of meals per month will be assessed considering the below mentioned terms & conditions :-
- i) The Institute has a capacity of 25 trainees per day but the Contractor will be reimbursed on actual basis if it is more than 25 trainees per day and also it will be considered for a minimum of 3 (three) meals in case the attendance is less than 5 (five) trainees per day except on the gap days when he will be paid for a minimum of 3 (three) trainees or actual, whichever is more, and for the concluding day of a Course / Programme he will be paid for actual number of trainee .
- ii) Bank's official guests and the trainees will be charged as per the Bank approved rate.
- iii) The Contractor will continue the catering arrangement for the trainees of a concluding Course who will stay in the Institute / Hostel depending on the availability of bus/train/air journey as also for the trainees of a Course who report earlier even before the commencement of the Course, provide them as per menu and the Contractor will be paid as per the approved rate for the actual number of meals. Linking days between two Courses (i.e. Sunday etc falling between Saturdays, the last day of the Course and Monday, the first day of the new Course) will be treated as gap days. Similarly, if during currency of a Programme , all trainees do not take food on any day for reasons of their outing / field visits / holidays, etc such a day will be treated as a gap day. For such day he can claim for 3 (three) meals as per the approved rates.

17) Contract Agreement : On receipt of intimation of the acceptance of tender, the successful vendors shall be bound to execute the contract agreement with the user department as per draft SLA as at Annexure – B within seven days thereof he shall sign an agreement in a non judicial stamp paper of appropriate value.

ANNEXURE - B

Draft Agreement

THIS Agreement is made by and between State Bank of India, a corporation incorporated under State Bank of India Act 1955 having one of its offices at..... State Bank of India). (hereinafter referred to as the "The Bank") which expression shall unless repugnant to the context, mean and include its successors and permitted assigns,

And

M/s.....having its registered Office at.....(hereinafter referred to as the "The service provider") <Please provide address of the Service Provider> which expression unless repugnant to the context shall mean and include its successors and permitted assigns. SBI and M/s..... are each sometimes referred to individually as a "Party" and together as the "Parties."

WHEREAS, The Bank is desirous of availing or is availing services for _____;

(i)of the discovered L1 accepted rates

and

(ii) The Service Provider has agreed to provide the services as may be required by the Bank

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. COMMENCEMENT & TERM (Delete clauses that are not applicable)

1.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from _____ (**Effective Date**).

1.2 This Agreement shall be in force for a period of 2(two) years, unless terminated by the either party by notice in writing in accordance with the termination clauses of this Agreement.

1.3 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

2 SCOPE OF SERVICES:

2.1 The scope and nature of the work which the service provider has to provide to the Bank (Services) is as follows:

2.1.1 _____

2.1.2 _____

2.2 The scope of services is defined in the Tender No.....dated..... and the Purchase Order dated dd/mm/yyyy issued to< name of the Service Provider>

2.3 All terms and conditions shall be same as mentioned in the Tender Nodated and the aforesaid Purchase Order dated dd/mm/yyyy

2.4 Copies of the above documents are appended to this agreement and shall form part & parcel of this agreement

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3. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

4. SUB-CONTRACTING:

4.1 The service provider will not subcontract or permit anyone other than the service provider personnel to perform any of the work, services or other performance required of the service provider under this agreement without the prior written consent of the Bank.

5. CONFIDENTIALITY:

5.1 The service provider acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The service provider agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and nondisclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the service provider, the bank shall be indemnified. The service provider agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.

5.2 The service provider /Bank will treat as confidential all data and information about the service provider /Bank/Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

By_____

By_____

Authorized Signature of the service provider Authorized Signature of the Bank

Name_____

Name_____

Designation_____

Designation_____

Date:_____

Date:_____

Witness:_____

Witness:_____

Annexure-2

DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES

(Ref. : item 15 of *Basic Information*)

I/We.....

S/o/ D/o/

W/o.....

Residing at

.....hereby certify that our relative(s)* is/are employed in the State Bank

of India. Details are as under:

Name:

Designation:

Place of Posting:

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

Place:

Date

Signature with seal:

Name in Block Letters:

Designation:

Address:

Annexure-A

7. Break-up of Quantities (BOQ)

FOR CATERING & CARETAKING (HOUSEKEEPING & MAINTENANCE) SERVICES

AT STATE BANK INSTITUTE OF LEARNING & DEVELOPMENT(SBILD), SILCHAR

Sl. No.	Description of items	Unit	Quantity per month	Rate in Rs.	Monthly Charges Amount in Rs.
1.	Charges for providing Catering services providing the <u>meals per day per head</u> , which includes Bed Tea, Breakfast, Fore-noon Tea, Lunch(veg./Non-veg), Afternoon Tea, Evening Snacks with tea / coffee , Dinner(Veg./Non-Veg.) etc. as per menu specified in the Tender Document considering all the expenditure including labours/workmen/materials/machinery and all charges like cost of the insurances, Octroi, machinery, any works related to the services, overheads, profit, statutory expenses, incidental charges and all related expenses & all other requirements as indicated in the tender document.	Nos.	750		
2.	<u>Monthly Charges for providing Caretaking services</u> as per the scope of the works as mentioned in Annexure-A and considering the cost for supply of all the equipments/materials /labours & workmen as required as mentioned in the scope of catering and caretaking services, all taxes & charges , cost of the insurances, Octroi, machinery, any works related to the services, overheads, profit, statutory expenses, incidental charges and all related expenses to perform the work.	Month	1		
Grand Total monthly charges					
in Rs.					

Note :-

The quantity for item No.1 mentioned in the above BOQ is approximate and may vary depending on the Training program, No. of participants in training programme and as per following terms & conditions. Hence, Contractor shall be payable for the actual quantity consumed irrespective of the tender quantity and no claim/compensation shall be allowed for variance :-

- i) The Institute has a capacity of 25 trainees per day but the Contractor will be reimbursed on actual basis if it is more than 25 trainees per day and also it will be considered for payment for a minimum of 3 meals per day in case the attendance is less than 3 (three) trainees per day except on the gap days when he will be paid for a minimum of 3 (three) trainees or actual, whichever is more, and for the concluding day of a Course / Programme he will be paid for actual number of meals.
- ii) Bank's official guests and the trainees will be charged as per the approved quoted rate.
- iii) The Contractor will continue the catering arrangement for the trainees of a concluding Course who will stay in the Institute / Hostel depending on the availability of bus/train/air journey as also for the trainees of a Course who report earlier even before the commencement of the Course, provide them as per menu and the Contractor will be paid as per the approved rate for the actual number of persons. Linking days between two Courses (i.e. Sunday etc falling between Saturdays, the last day of the Course and Monday, the first day of the new Course) will be treated as gap days. Similarly, if during currency of a Programme, all trainees do not take food on any day for reasons of their outing / field visits / holidays, etc such a day will be treated as a gap day. For such day, he can claim for 3 (three) meals as per the approved rates.