

**STATE BANK OF INDIA
LOCAL HEAD OFFICE
GUWAHATI**

**INVITES ON-LINE TENDERS
THROUGH GEM PORTAL**

Sl. No.	Description	
(a)	Tender ID	
(b)	Tender Name	Catering and caretaking services on contractual basis for a period of 2 years at State Bank Institute of Learning and Development (SBILD), S.K. Barua Road, Rukmini Nagar, Guwahati, Assam
(c)	Last date of submission of tender	As mentioned on Gem portal
d)	Date & Time Pre-Bid Meeting	As mentioned on Gem portal

DIRECTOR
State Bank Institute of Learning & Development
S.K. Barua Road,
Rukmini Nagar,
P.O. Assam Sachivalaya,
Dispur-781006

INTRODUCTION:

State Bank of India (SBI), Local Head Office (LHO, Guwahati, invites tenders in Single-Packet Bid system on **GEM portal** from interested, experienced and eligible vendors for providing catering and caretaking services on contractual basis for a period of 2 years only at **State Bank Institute of Learning and Development (SBILD), S.K. Barua Road, Rukmini Nagar, Guwahati, Assam**, as under:-

i)	Name of the Work	:	Catering and caretaking services on contractual basis for a period of 2 years at State Bank Institute of Learning and Development, S.K. Barua Road, Rukmini Nagar , Guwahati, Assam
ii)	Scope of the Work	:	<p><i>Catering Services: - Services of providing all meals viz. Bed tea, Breakfast, Fore Noon Tea with Biscuits, Lunch, After noon Tea with Biscuits, evening tea/ coffee with snacks, Dinner for the all the Participants of the SBILD as per menu decided by SBI.</i></p> <p><i>Caretaking Services: Cleaning and Housekeeping of the premises for 33 no's bedrooms with attached bathroom & toilet(One with sitting Room), 4 Classrooms, 19 Office Rooms, 3 Office Rooms with attached Toilets, 9 toilets,5 multi utility Rooms and entire dining, kitchen with store area spread out in 2 blocks, housed in 4 floors connected by lobbies and sitting areas at SBILD Guwahati, S.K. Baruah Road, Rukmini Nagar, Guwahati, Assam.</i></p>
iii)	Nodal Department	:	State Bank Institute of Learning & Development Guwahati, S.K. Barua Road, Rukmini Nagar, Guwahati, Assam (hereinafter referred to as user)
iv)	Availability of Application cum EOI documents	:	GEM portal and Bank website http://sbi.co.in under “SBI in the news/procurement news.
v)	Technical Bid	:	The Application cum EOI duly filled, signed and stamped in each page by the applicant as token of acceptance of all the terms & conditions stipulated here with all supporting documents as mentioned in this document should be uploaded on GEM portal on or before last date of submission of tender.

vi)	<u>Earnest Money Deposit (EMD)</u>	₹ 1,17,843/- (Rs. One lac Seventeen Thousand Eight Hundred Forty-Three 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) through online transfer only and upload the transaction slip as proof of deposit of the amount along with the technical bid documents.
vii)	Date & Time of opening of Technical Bids	As mentioned on GEM Portal .
viii)	Notes:	
a)	Vendors who do not fulfill the minimum eligibility criteria need not to apply. Any incomplete application and / or not fulfilling the minimum eligibility criteria will be summarily rejected. Moreover, the conditional tenders are liable for rejection.	
b)	The EMD of the unsuccessful applicants in Technical Bid shall be returned after finalisation of the price bid.	
c)	All pages of the tender documents should be serially numbered and signed by the authorized person(s) of the applicant only. The authorized person(s) signing the bid shall sign all pages of the bid and official stamp should be affixed on each page.	
d)	Applicants are advised to strictly fill in the details in the enclosed forms and Annexures. Applications will be rejected if relevant details are not furnished in prescribed format and also which do not meet the qualification requirements.	
e)	The SBI reserves the right to cancel or postpone or modify the tender at any stage without assigning any reason thereof.	
	(For and on behalf of State Bank of India) DIRECTOR State Bank Institute of Learning & Development, S.K. Barua Road, Rukmini Nagar, P.O. Assam Sachivalaya, Dispur-781006	

INSTRUCTIONS TO BIDDER

- 1.0 Purpose:** Providing Catering and caretaking services at State Bank Institute of Learning and Development (SBILD), S.K. Barua Road, Rukmini Nagar , Guwahati, Assam premises for 33 no's bedrooms with attached bathroom & toilet(One with sitting Room), 4 Classrooms, 19 Office Rooms, 3 Office Rooms with attached Toilets, 9 toilets,5 multi utility Rooms and entire dining, kitchen with store area spread out in 2 blocks, housed in 4 floors connected by lobbies and sitting areas
- 2.0 Invitation:** The bidders desirous of taking up the project for supply of above Services for SBI are invited to submit their technical and commercial proposal in response to this Tender on **GEM portal**. The criteria and the actual process of evaluation and subsequent selection of the successful bidder (L1) will be entirely at Bank's discretion. We seek proposal from the Bidders who have the necessary experience, capability & expertise to provide Catering and caretaking services adhering to Bank's requirement outlined in Bid Evaluation Criteria (BEC) of this Tender. This Tender document is not an offer by State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation, whatsoever, shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the successful Bidder.
- 3.0 Eligibility Criteria:** Bid is open to all Bidders fulfilling the eligibility criteria as per the Bid evaluation criteria (BEC).
- 4.0 Disclaimer:** The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of State Bank of India, is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

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

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

Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

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

The bidding document provides overview of the requirements, bidding procedures and contact terms. It includes Introduction, Instructions to Bidder, General terms & conditions, Scope of work, Bid Evaluation Criteria, Application form, annexure and Price bid.

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

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

6.0 Bid Integrity: Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the bids with accompanying documents will become property of SBI.

7.0 Format and Signing of Bid:

The bidder should prepare submission as per eligibility criteria, Technical Bid, Price Bid and other requested information.

All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only and upload the same as technical bid on Gem portal. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.

8.0 Pre bid meeting: The Bidders requiring any clarification on the bidding documents should submit written queries on or before the pre-bid meeting at director.sbildguwahati@sbi.co.in. Pre-Bid meeting will be held on **29.07.2024** at the **Office of Director, State Bank Institute of Learning & Development, Guwahati, S.K. Barua Road, Rukmini Nagar, Guwahati-781006, Assam at 03:00 PM**. Bidders who have any queries are instructed to attend the offline pre-bid meeting for clarification. **No clarification will be provided through online communication or any other means in this regard.**

9.0 At any time prior to the deadline for submission of bids, Bank may modify or alter the bidding document by issuing an amendment on Bank's website and Gem portal.

- 10.0** Any addendum/corrigendum as well as clarification thus issued shall be a part of the tender documents and it will be assumed that the information contained in the amendment would have been taken into account by the bidder in its tender submission.
- 11.0** Any clarification issued by SBI will be in the form of an addendum / corrigendum and will be available on Gem portal and SBI's website – <http://sbi.co.in> under “SBI in the news/procurement news”. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids.
- 12.0** The Contractor shall ensure that they are fully conversant with the premises/ building/ complex in question as well as with the business activities thereat and its related manpower requirements for the work specified.
- 13.0** The Bank shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the SBI, except under emergencies / unavoidable circumstances.
- 14.0** The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
- 15.0** The Contractor shall issue identity cards/ identification documents to all its employees.
- 16.0** The personnel of the Contractor shall not be the employees of the SBI and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.
- 17.0** The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the Bank shall not have any liability whatsoever on this account.
- 18.0** The details of the machineries proposed to deploy and other technical details can be furnished in the Technical bid by the bidder.
- 19.0** No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the Bank.
- 20.0** Bank reserves its right to reject any / or all the applications without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.
- 21.0** Bidders shall fill in all the required particulars in the blank space provided for this purpose in the tender documents and also sign & stamp in each and every page of the tender document before submitting tender.
- 22.0** The rate should be quoted in Indian Currency only.
- 23.0** In quoting rates, the bidders are advised to take into account all factors including any fluctuations in market rates during the contract period. Please note that the rate quoted in the tender shall remain firm and valid for the contract period of ‘TWO YEAR’ from the date of commencement of work. During this period no request for enhancement / escalation in rates shall be considered under any circumstances.
- 24.0** The rate quoted by the bidders shall remain firm and shall cover all works mentioned in scope of work of this tender and include cost of all materials required for upkeep of the

premises, materials for preparation of food, tools & equipment deployed, maintenance of the machineries, contractors profit, transportation charges and all statutory levies, insurance, applicable taxes, and any other statutory component.

- 25.0 The bidders are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates.
- 26.0 Please note that it is bidders' responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the Bank.
- 27.0 The Bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
- 28.0 No employee of SBI shall be engaged by the contractor during the course of carrying out the works.
- 29.0 The bidder shall deposit a sum of **Rs 1,17,843/- (Rs. One lac Seventeen Thousand Eight Hundred Forty-Three Only)** Earnest Money Deposit along with the tender document. This EMD (Earnest Money Deposit) 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) through **online transfer only** and upload a copy of deposit slip as proof of deposit of the EMD amount along with the technical bid documents.
- 30.0 No interest shall be paid on the EMD. The tenders received without EMD shall be summarily rejected.
- 31.0 If any bidder withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the Bank shall, without prejudice to any other right or remedy, be at liberty to cancel such tenders and forfeit full value of the EMD as aforesaid.
- 32.0 The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-charge.
- 33.0 If any of the labour employed by the contractor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / indecent behaviour reported while on duty, such person/persons shall not be allowed to work at site anymore and the Bank reserves the rights to ask contractors for immediately removal of such person(s) with suitable substitute immediately.
- 34.0 The contractor has to submit the Police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.
- 35.0 The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data & ID proof of the staff deployed at site like their full address, educational qualification, age proof, aadhar card, photograph etc. shall be made available before commencement of work.

- 36.0** No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the Bank.
- 37.0** Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected and EMD of such bidder shall be forfeited.
- 38.0** Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.
- 39.0** All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to bidders, offer letter, General conditions of contract, Annexure etc. shall constitute part of the contract document.
- 40.0** The contractor shall follow such Act, rules and regulations of the Local government bodies, State/Central Government labour laws that are in force and that may be framed from time to time for completion of work. SBI shall not be responsible for any infringement of the various statutes in force by the contractor.
- 41.0** The contractor shall take, at his own cost the necessary Trade License (on catering and housekeeping Service) from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, Registration charges, etc., if any, shall be borne by the contractor.
- 42.0** STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.
- 43.0** The contractor shall be responsible to ensure making payment of “Prevailing Minimum Wages” as notified by Regional Labour Commissioner (Central) to their labourers/employees directly in their Bank accounts and shall produce relevant documents to SBI for verification every month along with their monthly bills failing which bills may not be paid.
- 44.0** The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/EPF/any other statutory dues /compliances/pay slip along with monthly bill to SBI, failing which bill will not be entertained.
- 45.0** PREQUALIFICATION BID DOCUMENTS & TECHNICAL BID:
- The bidders are advised to upload various documents mentioned in Bid evaluation criteria (BEC) of this tender document along with the proof of deposit of EMD as technical bid on Gem portal.
- Bidder not submitting any one or more documents mentioned in Bid evaluation criteria (BEC) and elsewhere in this document will be rejected in technical bid and price bid of such bidders will not be considered for evaluation.
- The EMD of the bidders not qualified for the reasons whatsoever including disqualification in the Technical Bid Evaluation shall be returned to the bidder's through online transfer without and interest.
- 46.0** No union formation is allowed.

- 47.0** The Contractor's supervisor shall be the first line of contact for SBI, who shall report to the designated officers of SBI for all requirements. Mobile numbers of supervisors to be provided on receiving the work order. One dedicated smart phone with sim is to be provided by the contractor to his /her supervisor at contractor expenses. Monthly recharge for SIM card to be done by the contractor.
- 48.0** The estimated quantity for manpower and machines mentioned in this tender is minimum indicative. It shall, however, be sole responsibility of the contractor to ensure deployment of additional manpower required, if any, for execution of work and services to the utmost satisfaction of client/employer/owner i.e. SBI without any extra charge but within the accepted tender amount only.
- 49.0** In case, any demand is raised by the Bank for providing additional manpower for any extra work /activity other than those pertaining to the scope of work of the captioned project, the contractor shall make arrangements for the same and cost thereof shall be paid by the Bank on the basis of minimum wages plus 10% handing charges.
- 50.0** All the chemicals, consumables required for the purpose of providing services should be of standard brands as specified in the tender, and as per the approval of SBI. No substandard material shall be used. The chemicals used for the purpose of cleaning shall be eco-friendly and bio-degradable.

TERMS AND CONDITIONS OF THE CONTRACT

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

- **‘The Contract’** means the documents forming the tender and acceptance thereof and the formal agreement executed between Bank and the contractor, together with the documents referred to therein including these conditions and other instructions issued by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- **‘Employer’** means State Bank of India having its Local Head Office, Dispur, Guwahati, Assam 781006.
- **‘Competent Authority’** means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.
- **‘The Contractor or Contractors’** means the firm, company or person engaged by the Bank to carry out the work. It shall also include their legal representative(s), successors or assigns.
- **‘Site’** State Bank Institute of Learning and Development (SBILD), S.K. Barua Road, Rukmini Nagar , Guwahati, Assam 781006, where the works are to be carried out.
- **‘Contract value’** means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- **‘The schedule of quantity’** means the schedule of quantity as specified and forming part of this contract.
- **‘Works’** or ‘work’ means the work(s) described in the “Scope of Work” and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.
- **‘Month’** means calendar month.
- **‘Week’** means seven consecutive days.
- **‘Day’** means a calendar day beginning and ending at 00 hrs and 24 hrs respectively. Where the context so requires, words imparting the singular only also include the plural and vice versa; and, any reference to masculine gender shall include feminine gender and vice versa.

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

3.0 INSPECTION OF SITE: The bidders are advised to inspect the building and examine finishes (glass, aluminum composite panel, crystalline glass, Italian marble, granite, tiles, carpets, stainless steel cladding, veneers, laminates, building fixtures/ fittings, etc.) before quoting their rates. It is expected that the bidders will provide high quality services without damaging the existing finishes provided in the various areas of the premises.

4.0 CONTRACTOR TO INFORM HIMSELF FULLY: The service contractor shall be deemed to have carefully examined the work, site conditions including labour availability, various conditions, job requirements, schedules of equipment and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Employer. If the contractor shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering.

Once the tender is submitted, the matter will be decided according to contract conditions. For clarifications / Doubts, the contractors may make full use of the pre-bid meeting which would be conducted at State Bank Institute of Learning & Development, S.K. Barua Road, Rukmini Nagar, Guwahati, Assam 781006 as detailed in the Tender.

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

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

7.0 AWARD OF CONTRACT: The Bank will award the contract to the successful lowest bidder whose tender has been determined to be substantially responsive and has been determined a successful evaluated tender, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

The Bank reserves the right to increase or decrease the quantum of service to be provided and also reserves the right to cancel or revise any or all the tenders or part of tenders without giving any reasons thereto with no cost to the Bank.

Bank reserve their rights to withdraw/cancel/delete any work in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons thereof and the contractor shall have no right to make any representation for the same.

8.0 Signing of contract Documents: The successful bidder shall be bound to implement the contract by signing an agreement and conditions of contract with the respective establishment of SBI within 15 days from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by the Bank will

constitute a binding agreement between the Bank and successful bidder whether such formal agreement is subsequently entered into or not.

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

10.0 CONTRACT DOCUMENT: On receipt of work order from the Employer, the successful bidder shall be bound to implement the contract and within 14 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The contractor shall be furnished, one certified copy of the contract documents as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

11.0 EARNEST MONEY DEPOSIT (EMD): The bidder shall furnish EMD of **Rs 1,17,843/- (Rs. One lac Seventeen Thousand Eight Hundred Forty-Three 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)) through **online transfer mode only** and submit the deposit slip copy as proof of deposit of the amount along with the technical bid. No tender shall be considered unless the EMD is so deposited in the required form along with the tender. No interest shall be paid on EMD.

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

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

12.0 FORFEITURE OF EMD: Bank reserves the rights to cancel the order and forfeit the EMD if,

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

13.0 SECURITY DEPOSIT: After finalization of Tender in future, the contractor will have to submit the Performance Bank Guarantee for 2% of contract amount calculated for a period of two years from a Scheduled Commercial Bank other than SBI or Security

Deposit in the form of SBI Bank's draft in favour of **Director, State Bank Institute of Learning & Development, Guwahati** within a week of receipt of formal communication from the SBI about their successful bid. After deposit of the security deposit the EMD if any will be returned. In case the Vendor fails to perform/commence the contract, the Bank shall invoke the Performance Bank Guarantee [PBG] or forfeit the Security Deposit to recover penalty/damages or any other amount due to the Bank /amount recoverable, the right to invoke the PBG for any noncompliance of the terms and conditions or any financial loss directly or indirectly by any act of commission or omission on the part of the Vendor and/or Vendor's workers, the Vendor shall compensate the Bank such loss fully.

In case the vendor fails to discharge any of his obligation under the agreement upto the level of performance desired, the Bank will have the right to get the job done (at the level of performance desired by The Bank) at its own expense and recover the actual expenses from the amounts payable to the vendor under the agreement.

14.0 Supervision of work: The contractor's authorized representative shall be in attendance in the premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of SBI, the contractor shall be personally responsible and shall make good the loss forthwith.

All activities of work done under this contract shall be entered in a register on a daily basis so that complete record of all the works performed is maintained and signed with date by both parties viz. persons authorized for and on behalf of SBI / Bank and the contractor each day on completion of work.

15.0 INSURANCE OF WORKS: The contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and which are used during the course of the housekeeping services under these presents.

The contractor shall 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. 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 contractor shall, from time to time, provide documentary evidence as regards payments of premium for all insurance Policies for keeping them valid till the completion of the work.

Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.

No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.

Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the Bank. Nothing extra shall be payable on this account.

16.0 ASSIGNMENT, SUBLETTING AND CONTRACTOR'S SUPERINTENDENCE:

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

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

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

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

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained not withstanding any other provisions elsewhere in the contract.

18.0 CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.: Schedule of major equipment to be kept at site should be attached. The list of major equipment's to be deployed by the contractor should be enclosed.

The equipment's to be kept on site should be absolutely new and the contractor should submit the copies of the purchase bills to Bank. The contractor should ensure that the equipment provided on site are functioning at all times.

19.0 WAGES TO BE PAID: The Bank will pay the Contractor said contract amount, (hereinafter referred to 'the Contract Sum') or such other sum as shall become payable hereunder at the times and in the Price Bid and the said conditions.

The payment will be made as per actual manpower deployed for the catering and caretaking works and on satisfactory completion of the work and on submission of the bill.

All payments by the Bank under this contract will be made only at Guwahati in Indian Rupees and shall be within 2 to 3 weeks from the submission of bills including period of

checking subject to bills being complete in all respects as mentioned in the tender and, in the format, to be mutually agreed.

All taxes prevailing during the currency of contract shall be payable by the Facility Management (FM) Service Contractor within the accepted tender amount only and the Bank will not entertain any claim whatsoever in this respect.

That the terms of this contract have been read by the FM Service Contractor and fully understood by him/ them. The FM Service Contractor shall not be entitled for the payments for the quantities beyond the tendered quantities unless specifically ordered for, by specific instructions with prior approval from the Bank.

The following components should necessarily be present in the pay structure applicable to the catering and caretaking staff:

- Basic Pay
- D.A.
- EPF
- ESIC

Please note that all the above components should be necessarily present in the pay structures to be adopted /paid to all the categories of staff viz. Facility manager, Manager, Supervisors, attendants (both male and female). The contractor may like to add any other component as they may desire to the above list to have better staff at their own cost and effect of same may considered while quoting the service charge by the bidder in the price bid format of this tender. However Bank will only reimburse the above listed component as minimum wage for the workers as applicable.

If the amount quoted as service charge by the bidder in the Price Bids is unreasonable/ unrealistic or with Zero profit margin, based on the statutory payments or otherwise, the Bank reserves the right to reject such bids.

20.0 PROCUREMENT OF CLEANING AND OTHER MATERIALS: All the cleaning materials and consumables as required for the entire scope of work shall be supplied by the Contractor within their quoted rates only. All the cleaning materials shall be of reputed make approved by the Bank.

21.0 UNIFORM: The contractor shall provide New Uniform (with Company's name badge) including Safety Shoes, Helmet, Safety Belt, Hand Gloves, head cap, apron etc. to all its employees deployed in the premises within the quoted rate(s) and no extra payment shall be made to contractor on this account.

22.0 PAYMENT OF BILLS BY THE BANK: Neither any advance nor any loan from any Bank or financial institution shall be recommended on the basis of Work Order or Award of work.

The payment of monthly bills in respect of the captioned Contract shall be paid by State Bank of India only after all documents as indicated below are submitted along with the bill:

- PF challan for the previous month.
- A separate sheet mentioning the names of the staff deputed at SBI Site,
- Wages/Salary amount credited in the Bank's account of individual,
- Amount of PF & ESI Deposited in their respective account. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement.
- A separate covering letter undertaking that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.
- ESIC challan for the previous month along with separate sheet mentioning the names of the staff deputed at SBI Site (name of site to be mentioned) and the amount credited against their account with the ESIC office.
- The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted. For staff who are out of the ESIC ambit, clear details of number of people covered under ESIC and Workmen compensation policy shall be indicated.
- The original wages register, signed by your employees deputed to SBI sites, in token of receipt of payment for the previous month, should be submitted for certification of SBI/Bank representative, as the principal Employer, every month.

Whenever under the contract any sum of money shall be recovered from, or payable by the contractor, the same shall be paid by the contractor on demand. The Bank may also deduct such amounts from any dues of the contractor, or from any sum which at any time there after becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other works.

If State Bank of India engages workers to complete any part or whole of the work as per this contract for any period, due to failure of the contractor to engage adequate number of workers, in that event, contractor has to reimburse to SBI, the extra cost involved on this account.

23.0 WORK ON SUNDAY AND HOLIDAYS: The contractor has to arrange for engaging his workers on Sunday and holidays, for thorough deep cleaning of the internal and external areas as required by the employer. No Extra payment on this account will be made by the Employer. However, there should be one weekly holiday for each employee on rotation basis and reliever if any required to be arrange by contractor at his own cost.

24.0 ADDITIONAL WORK: Should any new areas of work transpire, which the Employer considers are not envisaged, as being part of this tender, the prices for the new scope of work shall be mutually decided and agreed upon between the Employer and the contractor based on actual rate analysis one stablished norms. In the event of non-

agreement of the rates, the Employer reserves the right to get the same carried out through any other agency so appointed for.

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

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

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

26.0 OTHER COMPLIANCES: The Contractor should ensure compliance of the following for smooth execution of work:

- Identity card should be issued by the contractors to the contract staff deputed on State Bank of India site.
- All contract staff deputed by the contractor at SBI site should have in possession Identity card issued by the contractors.
- The Payment slips should be issued by the contractors to the staff deputed on SBI site.
- All Contract staff should bear specified uniform bearing badges of Company's name and other safety accessories, viz Helmet, Safety belt, etc.

27.0 LOCAL LAWS, ACTS, REGULATIONS: The contractor shall strictly adhere to all prevailing labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The contractors shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work, including without limitation, the following:

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Apprentice Act 1961

- Industrial Employment (Standing Order) Act 1946
- Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto and rules framed there under from time to time.
- Factories Act,
- Employment of Children Act 1938,
- Employers Liability Act 1938,
- Industrial Disputes Act 1947

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

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

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

28.0 CONTRACT PERIOD: The work shall be awarded for a period *of Two year* from the date of commencement of the work subject. Extension if required with similar terms on expiry of the current contract period, within sole discretion of the Bank, on the same terms and conditions subject to satisfactory performance of the Contractor.

The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor.

If the contractor fails to perform any of its duties under this agreement and if the Employer is dissatisfied with the services of the contractor during the contract period or extended period of service, the Employer may terminate the services of the contractor, by issuing one month's notice in writing to winding up.

29.0 DISMISSAL OF WORKMEN: The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself.

Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee. The contractor shall take necessary steps as per law in such situations.

30.0 TECHNICAL AUDIT / SCRUTINY: The Employer shall have right to carry an audit / technical examination of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organizations as appointed by the Employer.

If as a result of the examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Employer to recover the sum from any payment due to the contractor for such work.

31.0 RECORDS OF DAILY OPERATION: The Contractor shall maintain and provide comprehensive logbook of cleaning procedure adopted record of chemicals used, and details of daily record of cleaning activity carried out in all units of the buildings.

32.0 INSPECTION BY EMPLOYER:

- a) General: The Employer shall have the right to inspect at all times any tools, instruments, materials/ chemicals, staging or equipment used or to be used in the performance of the WORKS. The contractor shall make all parts of the WORK accessible for these inspections.
- b) Rejection of work and Equipment: The Employer shall have the right to condemn any or all tools, instruments, materials /chemicals, equipment or work which does not confirm to the specifications.

The contractor shall be responsible for any breakage caused by its workers at the site. Breakage of any light fixtures, furniture, tiles, mirror, glass, any other fittings/fixtures provided in the building by the persons employed by the contractor due to their negligence will have to be set right by the contractor at his cost within 3 days of such damages. In case of their failure to do so, the Bank shall be at liberty to get the same done from any other agency at the Contractor's cost, risk and consequences.

33.0 REPORTING AND RECORD KEEPING:

- a) Management reporting and process reviews: The Employer shall approve the format for the monthly report to be submitted by the contractor along with every monthly bill.
- b) Operating Meetings: During the early stages of the agreement, it is expected that the frequent operation meetings will be required between the service contractor's manager and employer's representative/s to discuss priorities to establish satisfactory reporting procedures. The contractor shall make the appropriate personnel available for attending all these meetings.
- c) Performance Review Meeting: Performance review meetings shall be held quarterly to review the overall performance of the contractor. The Senior Management of the contractor and Employer shall attend these meetings.
- d) Quality Assurance: The contractor shall implement a quality system in accordance with ISO standards. The contractor shall develop, in conjunction with the Employer's

representatives, the standards of service to be provided and how performance to be measured and monitored.

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

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

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

- The date of commencement of the event of Force Majeure;
- The nature and extent of the event of Force Majeure;
- The estimated Force Majeure Period,

Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

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

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

36.0 LABOUR:The Contractor shall employ suitable labour to carry out the respective work to the satisfaction of the Bank.

The contractor shall furnish to the Bank at the intervals specified by Bank, a distribution of the number and description of labour employed in carrying out various works /activities.

The Contractor shall submit on every month to the Bank a statement showing in respect of the preceding month:

- The number of labourers employed by them on the work.
- Their working hours.
- The wages paid to them.
- The accidents occurred, if any, during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them
And
- The number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.
- The contractor shall apply and obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through Bank.
- The minimum age of the labour employed shall not be below 18 years.
- The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employee's provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities.
- Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labours engaged by him.
- As regards Employees State Insurance Act, the contractor shall submit photostat copies of the challans of remittance of the contributions (both the employee's contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in State Bank of India by him for this work for the relevant period before any payment is released by State Bank of India.
- As regards the Employees Provident Fund and Miscellaneous Provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code

number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance.

- He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through State Bank of India.
- The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15days of the award of work and has to be provided at the signing of the agreement.
- The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.
- The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per Central Government guidelines for unskilled and for semiskilled/equivalent categories.
- The contractor shall disburse the wages through credit to their accounts and account statement should be enclosed along with the monthly bill.
- The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the barest minimum.
- The staff/workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the workplace, Bank shall have the right for asking replacement of such workers employed by the contractor.

37.0 TERMINATION: Bank shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim/compensation by Contractor for such termination of Contract.

As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, the Bank /State Bank of India shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring in future tendering process.

Without prejudice to any rights or remedies under this agreement if the contractor dies, the Bank authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for the balance contract period after the death of the contractor.

38.0 SAFETY CODE – RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT: Before commencing the work, contractor submits a 'SAFETY PLAN' to the authorized Bank official. The 'SAFETY PLAN' shall indicate in detail the measure that would be

taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract Bank shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by the Bank's decision in this respect.

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

The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized Bank officials: -

- Safety Helmets conforming to IS-2925:1984
- Safety Belts conforming to IS-3521:1983
- Safety Shoes conforming to IS-1989:1978
- Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.
- Hand and body protection devices conforming to: IS-2573:1975, IS-6994:1973, IS-8807:1978, IS-8519:1977,

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized Bank official who shall have the right to ban the use of any item.

The contractor shall adopt all fire safety measures.

Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall store the same safely as per the directions of the Bank.

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

39.0 INDEMNITY BOND: Contractor shall sign an Indemnity Bond in an approved format before starting the work, indemnifying the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the workplace due to non adherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.

In case of any damage to property by the contractor, 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 Contractor.

In the event of any damage to the loose furniture, interiors, computers and such other equipment 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.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of SBI/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 SBI/Bank official, the Bank shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by State Bank of India.

Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of State Bank of India.

40.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

41.0 FORECLOSURE OF CONTRACT IN FULL OR IN PART: If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, they shall inform the Contractor in writing to that effect and the

Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of such foreclosure of the whole or part of the works. The Contractor shall be paid at the contract rates for works executed at site.

42.0 PROPOSED WORK METHODS, SUPPLIES AND PLAN: The Contractor shall be required to prepare and submit a detailed description of the arrangements, sequence and methods of service performance which the contractor proposes to adopt for carrying out the services.

The Bank at its sole discretion shall ask at any time for changes in the anticipated work sequence due to operational requirements. Such change in work sequence shall not entitle the contractor to any additional payment.

The contractor shall be required to submit for the Bank's approval a schedule of materials that shall be mobilize for the above services wherever applicable. This information shall be submitted with full identification of specific manufacturer's products together with their catalogues.

The contractor shall be required to submit for the Bank's approval a detailed utilization plan and a detailed manpower deployment schedule with details of manpower assigned to each task. All comments by Employer will be incorporated and executed at no extra costs to the Employer.

The contractor will schedule the cleaning operations in such a way that the premises remain eat and clean all the time. The contractor may deploy his labourers in shifts accordingly in keeping with the prevailing labour laws of the state.

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

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

- If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any

arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.
- If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to SBI and provided also that the contractor shall be liable to pay the Bank for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

45.0 CONFIDENTIALITY: Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to bidder or any other persons, not officially concerned with such process, until the notification of contract award is made.

Any effort by the bidder to influence SBI's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.

46.0 CORRUPT OR FRAUDULENT PRACTICES: The Bank as well as Bidder shall observe the highest standard of ethics during the procurement and execution of such contracts.

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.
- b. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of SBI and includes collusive practice among Bidder (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive SBI of the benefits of free and open competition.
- c. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Bank, designed to establish tender prices at artificial, non-competitive level; and.
- d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.

The Bank will reject a tender for award if it determines that the bidder recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

47.0 PENALTIES /LIQUIDATED DAMAGES:

- a. The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 10th of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the contractor is payable to him. Proof of the same shall be submitted to the Bank along with the bills of the next month. If such scenario continues for a period of 3 continuous months then the contract shall be liable to be terminated. Security Deposit /Performance Bank Guarantee shall be forfeited and Bank guarantee shall be cashed. The Bank will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- b. The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor. If the required numbers of manpower/supervisors are less than specified number as mentioned in the contract, a penalty of Rs.1000/- per absentee per day shall be deducted from the bill(s).
- c. In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Bank /SBI shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from the Contractor to be paid within seven days to the credit of the Bank /SBI.
- d. An amount of Rs.3000/- will be levied as liquidated damages per day from the Contractor whenever and wherever if found that the work is not up to the mark. If the Contractor fails to perform as per the satisfaction of SBI within 15 days, liquidated damages clause as incorporated in the tender document of the Contractor by Bank will be invoked.
- e. Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the Bank, the Contractor shall be penalized up to 5% of the monthly Bill amount which will deducted from any bills/dues of Contractor.
- f. In addition to above Bank shall have the right to impose incidental penalty on the contractor on receiving complaints from guest as per the bellow motioned rates:

Sn	Incident	Penalty amount per incident
1	Non-supply / Non provision of towel / napkin / soap / liquid soap near wash basin and Toothpaste/Soap/Shampoo/ Toothbrush to participants /guests	₹ 100.00
2	Non-wearing of uniform by the workers.	₹ 100.00
3	Complaints from occupants regarding services	₹ 200.00

	quality.	
4	Non-maintenance of hygienic condition in all rooms, staircases, toilets etc. including the kitchen.	₹ 300.00
5	Loss / misplacement of the Room keys.	Actual cost plus ₹ 300.00
6	Loss of assets/properties due to mishandling, theft etc. by the contractor or his representatives.	Actual cost plus ₹ 300.00
7	Non-displaying of the menu in the Dining Hall.	₹ 200.00
8	Refusal to service of any item mentioned in food menu.	₹ 500.00
9	Collective boycott of meals or any preparations due to meager/ Poor quality. Penalty in addition to non-payment of bills.	₹ 500.00
10	Serving of tea/coffee in mugs other than cups & saucers.	₹ 50.00
11	Serving cold meals.	₹ 200.00
12	Presence of insects etc., if found in the food. Penalty in addition to non-payment of bills.	₹ 500.00
13	Non approval of menu one day prior	₹ 100.00
14	Keeping reception counter unmanned for long.	₹ 200.00
15	Serving de taste sweet / curd	₹ 200.00
16	Caretaking Catering Rating Below Bench Mark Rating of 4.75 as rating given by participants in ITRAMS	1% of the bill amount for every 10 bps drop
17	Non Submission of list of Employees engaged or agreed upon and other forms as per Statoury Requirements, Labour Law, Attendance Register	₹ 200.00

Bank reserves the right to revise the rate/quantum of penalty to be levied based on assessment by the Bank for non-conformity/deviation of the above.

48.0 PRICE VARIATION CLAUSE:

The rate quoted against service charge in price breakup format by the bidder shall remain fixed and valid for the entire contract period. No escalation /price increase, whatsoever shall be considered during this period for this part. Accordingly, contractor has to take due care on this account while quoting the rates.

For the Manpower cost part, which is prefilled in the price breakup format, consequent upon revision of rates of VDA/ Minimum wages by Govt. notification or Amendments in Labour Laws, coming into effect after submission of price bid, if any, and during the currency of the contract, the Contractor shall be reimbursed by SBI for additional expenditure due to such change.

Such reimbursement by Bank shall be subject to production of documentary evidence by the Contractor of making such payment to the contract labour and depositing with the statutory authorities wherever required, to the satisfaction of Bank and to the extent where such payment is directly attributed to change in VDA / minimum wages and all social security benefits by Govt. Notification / amendments in Labour Laws.

49.0 VALIDITY OF CONTRACT: The contract, if awarded shall be valid for a period of 2 (Two) year from the date of commencement of work. In case of breach of contract or in the event of not fulfilling the minimum requirements/statuary requirement/satisfactory services etc., the Bank shall have the right to terminate the contract forth with at any time in addition to forfeiting the performance security amount deposited by the contractor and initiating necessary action as deemed fit including de-paneling your firm etc. solely at the discretion of the Bank.

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

51.0 SEXUAL HARASSMENT: The Contractor shall be solely responsible for full compliance with the provision of the “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”

- In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.
- Any complaint of sexual harassment from any aggrieved employee of the State Bank of India (SBI) against any employee/s of the contractor shall be taken cognizance of by the State Bank of India (SBI).
- The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee, if sexual harassment/violence by the employee of the contractor is proved.
- The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

52.0 NON-DISCLOSURE: The Contractor shall not disclose directly or indirectly any information, materials and details of the State Bank of India’s infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except

to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the State Bank of India (SBI). The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

The contractor's shall be bound to comply the following provision in terms of **“Restrictions imposed by the Government of India, Ministry of Finance Department of Expenditure under Rule 144 (XI) of General Financial Rules 2017 vide their order no. F. No 6/18/2019/PPD dated 23rd July 2020”** as under:

- a. Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority (registration committee constituted by the Department for Promotion of Industry and Internal Trade).
- b. 'Bidder' (including the term 'bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- c. 'Bidder from a country which shares a land border with India (such a country)' for this purpose means:
 - An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- d. The beneficial owner for the purpose of (iii) above will be as under:
 - In case of A Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling interest or who exercises control through other means. Explanation

- “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
- “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

In case of an unincorporated association or body of Individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or the capital or profits of such association or body of individuals.

Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- An Agent is a person to do any act for another, or to represent another in dealings with third person.
- The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- All bidders need to submit a declaration in this regard. Failure to submit such valid declaration will make the bid liable for rejection.”

SCOPE OF WORK

To provide Catering and Caretaking services on contractual basis for a period of 2 years at State Bank Institute of Learning and Development, S.K. Barua Road, Rukmini Nagar , Guwahati, Assam

General Description premises: State Bank of India is having an Training Institute named State Bank Institute for Learning and Development(SBILD)at S.K. Barua Road, Rukmini Nagar , Guwahati, Assam to accommodate its officials and staff for training. The for 33 no 's bedrooms with attached bathroom & toilet(One with sitting Room), 4 Classrooms, 19 Office Rooms, 3 Office Rooms with attached Toilets, 9 toilets,5 multi utility Rooms and entire dining, kitchen, Reception Area with store area spread out in 2 blocks, housed in 4 floors connected by lobbies and sitting areas. The total built up area of all the above-mentioned rooms including the service area is approximately 35,000sqft.

The contracts will broadly covers two parts viz. 1) Catering service, 2) Caretaking service.

1.0 CATERING SERVICES: To provide all meals viz. Bed tea, Breakfast, Lunch, Evening tea with snacks, Dinner to all the occupants. The number of occupants may change each day depending upon booking. Both vegetarian and non-vegetarian meals need to be served as requested by the guests as per the menu provided as under.

1.1 FOOD MENU:

a) Bed Tea: - 06:00 AM to 07:00 A.M

Readymade bed tea/coffee with biscuits to be made available in the dining hall for the participants to have it from there..

b) Breakfast Buffet: 08:30 AM to 09:30 AM

Sn.	Item Description	Quantity
i	Eggs (boiled/omelet/poached)	2 nos
ii	Bread slice or toast.	As required by the participant / Guest
Iii	Butter / Jam / Tomato Sauce	As required by the participant / Guest
iv	Corn flakes/Oats with 100 ml milk	As required by the participant / Guest
v	One Savoury Dish(Poories / Parothas / Bhatoora/Plain roti with Vegetable Sabji / Cholle / Chana Dal.or Idily and vada / Dosa with coconut chutney and sambar.)	As required by the participant / Guest
vi	One Seasonal Fruit	As required by the participant / Guest
vi	Tea/Coffee	As required by the participant / Guest

c) Fore Noon Tea : 11:15 AM to 11:30 AM

A cup of tea / coffee with biscuits

d) **Lunch: 01:15 PM to 02:00 PM**

Sn.	Item Description	Quantity
i	Steamed Rice	As required by the participant / Guest
ii	Plain Roti / Chapati	As required by the participant / Guest
iii	Dal / Dal fry (variety of dal in rotation)	As required by the participant / Guest
iv	Green salad including Tomato, Cucumber, Beetroot, Radish, Carrot, lemon, Onion (Minimum any three items seasonally available)	As required by the participant / Guest
v	Vegetable Dry Fry	As required by the participant / Guest
vi	Mixed Vegetables with minimum two seasonal vegetables	As required by the participant / Guest
vi	Papad,nd Pickle	As required by the participant / Guest
vii	Plain Curd,	As required by the participant / Guest
viii	For non-vegetarian: Mutton or Chicken or fish or Egg curry.(Min 2 days mutton, 2 days chicken, 2 days fish and one day egg to be served in a week on rotation basis with dinner)	Mutton/Chicken:- 125 gm Fish: 1 piece standard size.(100 Gms) Egg: 2 Nos.
ix	For vegetarian: Mutter / Shahi Pannier / Malaikofta / Mushroom curry. (Pannier, mushroom, kofta to be served on rotation basis)	Paneer / Mushroom:- 100 gm
x	One Sweet Dish (Rosogulla/ Kheer /Fruit Custard/Gulab Jamun /Milk Vermecelli/ Jalebi)	As required by Participant

e) **After Noon Tea 3:15 PM to 3:30 PM**

f) A cup of tea / coffee with biscuits

g) **Evening tea / coffee with Snacks: 06:00 PM – 07:00 PM**

Sn.	Item Description	Quantity
i	Snack (Any One item)	Samosa: 1piece.

		Bread Pokoda: 1piece. Veg. Pokora: 5 pieces Onion Pokora: 5 pieces Ghugni : 1 Plate Slice Cake : 1 Piece
ii	Tea or Coffee (milk/black)	1 cup

h) Dinner: 08:30 PM – 09:30 PM

Sn.	Item Description	Quantity
i	Steamed Rice	As required by the Guests
ii	Plain Roti / Chapati	As required by the Guests
iii	Dal / Dal fry (variety of dal in rotation)	As required by the Guests
iv	Green salad including Tomato, Cucumber, Beetroot, Radish, Carrot, lemon, Onion (Minimum any three items seasonally available)	As required by the Guests
v	Mixed Vegetables with minimum three seasonal vegetables	As required by the Guests
vi	Papad, Pickle	As required by the Guests
vii	One Sweet Dish (Rosogulla/ Kheer /Fruit Custard/Gulab Jamun /Milk Vermecelli/ Jalebi)	As required by Participant
viii	For non-vegetarian: Mutton or Chicken or fish or Egg curry.(Min 2 days mutton, 2 days chicken, 2 days fish and one day egg to be served in a week on rotation basis with lunch)	Mutton/Chicken:- 100 gm Fish:- 1 piece standard size. Egg:- 2 Nos.
ix	For vegetarian: Mutter / Shahi Paneer / Malai Kofta / Mushroom curry. (Pannier, mushroom, kofta to be served on rotation basis)	Paneer / Mushroom:- 100 gm

- 1.2 Food charges:** The fixed food charges for the above mentioned food menu will be paid to the contractor for the trainees under going training staying in SBILD by SBI and in case of guests the contractor has to recover from them directly.

Sn	Type of Meal	Fixed Cost in Rs.
1	Bed Tea & Breakfast	40.00
2	Fore Noon Tea, Afternoon Tea and Evening Tea with Snacks	30.00
3	Lunch (veg / non veg)	110.00
4	Dinner (veg / non veg)	80.00

- 1.3 The bidders are advised to ensure compliance of the following while quoting the rates:**

- a. The rate of the food items mentioned above is fixed for entire duration of contract period of two years. **The contractor will be paid the food bill as per the above-mentioned rate by SBILD for participants/trainees. In case of Guests the amount should be collected directly from the Guests and Bank will not be responsible for any payment to contractor in this regard.**
- b. The bidder will arrange paper napkins, salt, pepper, pickle, chilies, saunf, sugar, etc. during lunch / dinner on daily basis at his cost.
- c. Menu items of food services shall be subject to the random inspections/checking by SBI officials for quality and quantity. In case of any deviation, a penalty of Rs.5000/- per instance will be levied and recovered from the Bills/dues of vendor. In case, more than 5 such instances are recorded during the contract period, Bank may terminate the contract and further may debar the contractor from participation in any future tenders.
- d. Bank will provide one room with bed for contractor to use during the contract period. However, the stay arrangement of all staffs shall be ensured by the bidder at his own cost.
- e. In addition to the regular food service to be provided for the trainees and Guest of SBILD, Bank **may place** order on the contractor to arrange for special Lunch / Dinner for Bank's monthly various review meetings. The menu and quantity of such order will vary as per the requirement and Bank will pay for any such order as per separate mutually agreed rate.

1.4 Details of Eatable standard:

The details standard of raw material to be used for preparation of the food is as under:

Sn.	Item Description	Standard
1	Rice	Rice of superior quality of reputed brands like Sona shakti, India Gate, Fortune, ITC etc. should be used for plain rice.
2	Dal	Superior quality of reputed brands should be used.
3	Wheat flour	Reputed Brands like Ashirbad, Ganesh, Annapurna etc. should be used
4	Cooking oil	Reputed Brands like Dhara, Engine, Fortune, Safola etc. should be used.
5	Tea	Superior quality of reputed brands
6	Coffee	Nescafe/ bru
7	Milk	Amul / Purabi
8	Pickle	Anupam / Mothers recipe
9	Butter	Amul
10	Bread	Reputed quality local brands like Shakeh Brothers/ Repose.
11	Mutton	Only of goat (Pork & Beef shall not be allowed under any circumstances)
12	Chicken	Farm
13	Egg	Farm
14	Fish	Local fish like Rahu, Bhakua etc.
15	Biscuits	Britannia, Parle, Sunfeast, horlicks
16	Corn flakes/Oats	Kelloggs,Bagrrys, Nestle or other reputed brands
17	Jam/ Sauce	Kissan
18	Masala/Salt/Turmeric	Reputed local available brands to be used.

Notes:

- i. Food items which are covered under “Agmark” and ISI Brand should be provided.
- ii. Food items where expiry date is over should not be kept in the Stores.
- iii. Deviation from above quality and brand shall not be allowed. For reasons of non-availability, permission is required from the competent authority in writing i.e. In-charge of the site.
- iv. Deviation from the standard indicated above will attract remedial deduction clauses under special conditions of the contract.
- v. The above brands of eatables will be supplied on rotations.

1.5 GENERAL REQUIREMENTS OF CATERING SERVICE:

- a) 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.
- b) 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..
- c) **Contractor, further, will have to bring in his own food processor, dosa maker, idly maker, food warmer, vacuum cleaner, juicer & mixer etc. He may bring any other equipment which he considers necessary in execution of the contract like Dish washer, Washing machine, etc.**
- d) 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
- e) Contractor will arrange to display the daily menu in the dining hall and will keep a copy of the approved food menu showing the per plate cost in each guest room.
- f) Kitchen, dining hall and store room will be maintained neat and clean at all the time by the Contractor, as well as food and stored eatables in refrigerators and deep freezers will be kept in good conditions.
- g) Stale food stuff, fruits, meat, fish, eggs, vegetables and those eatable items which have exceeded expiry time limit should be discarded and removed from the stores and site.
- h) Contractor shall always keep appliances provided by Bank and the utensils under use in neat and clean conditions. Up keeping and maintenance of the appliances, utensils and other materials is the responsibility of Contractor. Water Coolers should be cleaned at least once a week. All other appliances should be cleaned twice a week.
- i) Cleaned Utensils, cutlery and crockery should only be placed in Dining Hall by the Contractor before use. Wiping cloth used for drying cutlery and crockery should be absolutely clean and hygienic
- j) Towels/Napkins kept inside dining halls will be provided by the Contractor at his cost and should be changed thrice in a day i.e. clean towels have to be kept by the Contractor at the time of break-fast, lunch and dinner every day. Sufficient numbers of Tissue papers/ paper napkins of good quality to be kept on the dining table all the time.

- k) Contractor should not sell/offer any alcoholic drinks to any Officer/staff of Bank /or at any Office/Site premises
- l) 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.
- m) 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.
- n) 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 Bank. In no case they shall claim to be the employees of the Bank or the Bank. Nor they shall claim their wages/ any compensation etc. from the Bank as they shall be the sole responsibility/ liability of the Contractor.
- o) The Contractor shall have to engage the services of only major, able, efficient, healthy, honest and well-behaved person for cooking, catering, cleaning, etc. at his cost and responsibility. These people 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.
- p) 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 Bank for record.
- q) 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 premises and during pre-lunch and post-lunch tea / coffee breaks. The Contractor will also call on the In-Charge of SBI user department at least thrice a

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

- r) The Institute reserves the right to get the sanitation arrangements in the mess checked by the concern 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.
- s) One room-cum-store with one single bed will be provided to the Contractor for his use. The Contractor will ensure that no other person / outsider are allowed to use the bedroom 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.
- t) Cooking should be done by using **commercial LPG cylinders** only. The Contractor will not use fire wood for cooking purpose. 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 subsized domestic Gas is not being used for cooking. The contractor will be solely responsible for any penalties imposed for using subsized domestic Gas. The Institute absolves itself from any responsibility/ penalties imposed in this connection.
- u) The Contractor will provide porters and reception arrangements at this office on 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.
- v) The Institute has a capacity of 60 trainees but the Contractor will be reimbursed for a minimum of 15 (fifteen) trainees in case the attendance is less than 15 (fifteen) except on the gap days when he will be paid for a minimum of 5 (five) trainees or actual, whichever is more, and for the concluding day of a Course / Programme he will be paid for actual number of trainees .
- w) The In-charge of the Institute or one of his representatives is authorized to take breakfast, 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. In case of guests, the contractor shall collect the lodging charges and issue the receipts to the guests and deposit the money in with the institute on Monthly basis. The contractor should invariably issue separate receipts to the guest for food charges and lodging. Bank shall have the right to check the receipt registers at any point of time.
- x) 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. On the day of conclusion of the Course, for those trainees who do not take full day's menu, the Contractor will be reimbursed on actual basis. 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 5 (five) trainees as per the approved rates

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

2.0 CARETAKING SERVICES: Contractor to provide cleaning and housekeeping services of the premises having Total Building Area of 3270 sq Meter in G+3 Building with Hostel Wing (33 nos of two bedded rooms), Academic Wing, Guest Rooms, Class Rooms, Faculty rooms, Kitchen, Dining Hall, Library, conference hall, reception area, parking areas, lobbies etc of SBILD Guwahati

2.1. 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 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, chemicals, liquid soaps etc., the cost of which shall be borne by the Contractor. The mess and kitchen premises shall be swept and cleaned after each meal. Responsibility for getting the blocked flush systems/ gutters cleaned shall be that of the Contractor. The Contractor shall also arrange to keep the rooms/bathrooms free from mosquitoes/ cockroaches/pests etc. using the requisite materials at no extra cost.

2.2 HOUSEKEEPING:

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 in the hostel rooms. 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.

2.3 RECEPTION DESK:

Contractor will arrange to manage the Reception desk by a professional and experienced person who will attend the guest with decent and hospitable manner. The contractor will arrange the following at his own cost:

- a) Maintain the check-in and check-out Registers.
- b) Allot the rooms in the Hostel/Guest rooms as per the directive received from Bank.
- c) Arrange safe handling of baggage of the guest.
- d) To attend the telephones.
- e) Maintain the Complaint Register which should be available on demand.
- f) To ensure overall cleanliness in the surrounding areas of the Reception Counter, sitting area.
- g) To Report the Room-wise occupancy status every morning to the Bank officer in charge.
- h) To Report non-functional electrical gadgets (Geysers, Fan, lights, AC etc.) of the rooms to the bank officer in charge. A register to be maintained for this purpose, room-wise and the same to be brought to the notice of the In-charge daily.
- i) At the time of check-out, to ensure that all the items provided in the room (like Remote of TV and AC, towel, sleepers or any other item provided by Bank) are available in the room.
- j) To keep at least three news -paper (English, Hindi and Assamese) in reception at contractor cost.

2.2. OTHER REQUIREMENTS TO BE PROVIDED BY THE CONTRACTOR AT HIS EXPENSES:

- a) The Contractor shall arrange for providing of drinking water of RO (which is installed thereat) to the occupants in their rooms.
- b) Contractor will arrange to provide daily bathroom kit at his/her own cost in all the rooms of SBILD GUWAHATI. Bathroom kit shall be consisting of toothpaste (11 gm, Colgate), soap (20 gm, Dettol), shampoo (6 ml, Sunsilk) and toothbrush (Standard size, Colgate).
- c) Contractor will arrange to provide mosquito repellent (Good night / all out) at his/her own cost in all the guest rooms as per requirement of guest.
- d) Contractor will arrange to provide at his/her own cost, single serve packets of Tea bag (2 packs of Assam tea and 2 packs of Taj tea per day), sugar (2 sachet per day), sugar free (2 sachet per day), Milk/Dairy cream (2 packs per day) and Biscuit (1 packets of Horlicks) in each occupant.
- e) Movement of furniture and other articles from one place to another within the premises would be provided by the Contractor at his own cost.
- f)) 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. Whenever power supply is disrupted, hot water would be made available by the Contractor to the room as and when required.

- g) The Contractor shall carry out duties entrusted to him in a satisfactory manner. For this purpose he shall employ adequate staff.
- h) 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 Guwahati Municipal Corporation etc. on work relating to power supply or telephone connection and garbage disposal etc. The Contractor will take care of the SBILD Building, the fittings, furniture & fixtures and installations in the buildings.
- i)
- j) If the Bank 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 Bank will be entitled to recover the loss from the Contractor.
- k) 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 Bank to give effect to this agreement and also in respect of Agreement that may be entered into at a later date.
- l) 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.
- m) The Contractor should possess, for the entire duration of the contract, all the licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour (Regulation & 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.
- n) The contractor would employ separate set of his/her/their own personnel in the age range of years from 18 to 50 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 out of uniform.
- o) 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 Bank. In no case they shall claim to be the employees of the Bank. Nor they shall claim their wages/ any compensation etc. from the bank as they shall be the sole responsibility/ liability of the Contractor.
- p) 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.

- q) 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 Bank for record.
- r) The Contractor will ensure high quality of services. The Contractor or his authorized Manager will always be present during caretaking services at the Bank. The Contractor will also call on the In-Charge of the Bank, at least thrice a week or whenever requested, to discuss the arrangements, complaints, if any.
- s) The Contractor will use the same room-cum-store with one bed to be provided for catering services for his use. The Contractor will ensure that no other person / outsider are allowed to use the bedroom 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.
- t) Any intervention by the Bank for maintenance of 3-star standard will be at the cost of the Contractor.
- u) The Contractor will render the Catering 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 ie 10% of the bill amount of catering / caretaking of the concerned programme for every 10 bps drop in rating will be recovered from the Bills.
- v) The Bank 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.
- w) Contractor will arrange to change the remote batteries (for TV, AC, FAN etc.) at his own cost whenever necessary.

2.3. Details of Housekeeping and cleaning material standard:

Sn	Item / work description	Brand / Standard
1	Floor cleaner	Taski R2

2	Glass cleaner	Taski R3
3	Wooden polish	Taski R4
4	Air freshener	Taski R5
5	Toilet cleaner	Taski R6
6	Tiles spot remover	Taski r9
7	Steel polish	Taski D7
8	Brass polish	Brasso
9	Kitchen floor cleaner	Taski spiral
10	Chair, sofa upholstery cleaner	Taski TR 101

2.4. PERIODICTY OF CLEANING WORK: The contractor must provide cleaning services as under :

Sn	Item	Description of work	Periodicity of work
1	Accommodation,	House Keeping and maintaining suitable hygienic environment in and around SBILD including Garden.	Daily
		Cleaning of rooms and common areas with vacuum cleaner.	Weekly
		Spraying the room and common areas with room- freshener of reputed brand.	Daily
		Cleaning, dusting, floor mopping of rooms and common area.	Daily
		Making of Bed	Daily
		Changing of Towels	Daily
		Changing of bed sheets and linen	Once in three days or when a new guest comes whichever is earlier.
Providing bathroom kit consists of toothpaste, toothbrush, soap, shampoo, Hand wash and Toilet Paper	Once in three days or when a new guest/participant comes whichever is earlier.		
2	Laundry	Washing, drying and ironing of bed sheets, pillow covers, blanket cover, etc.	Once in three days or when a new guest comes whichever is earlier.
		Washing, drying towels	Daily
		Blankets are to be dry cleaned	Once in two months. In case of exigencies at any time on need basis.
3	Kitchen and dining hall	Cleaning of halls with water and detergent followed by mopping with	After every meal

		disinfectant of best quality	
		Cleaning of hall furniture and door mats	After every meal
		Spraying of halls with best quality air fresheners	Before every meal
		Cleaning of walls, ceilings, window with broom to remove cobwebs	Weekly
4	Bathroom, Wash rooms and toilet	Cleaning of bathrooms, wash basin, water closet and urinals with reputed brand bathroom cleaners and water.	Daily
		Cleaning of mirror.	Daily
		Changing of towels and refilling of Hand wash	Once in three days or when a new guest/participant comes whichever is earlier.
5	Office Rooms, Classrooms, Multi utility rooms	House Keeping and maintaining suitable hygienic environment in and around SBILD including Garden.	Daily
		Cleaning of rooms and common areas with vacuum cleaner.	Weekly
		Spraying the room and common areas with room- freshener of reputed brand.	Daily
		Cleaning, dusting, floor mopping of rooms and common area.	Daily

Notes:

- i) Linen and towels required for SBILD Guwahati Housekeeping will be provided by Bank. However, the Contractor is responsible for upkeep of the linen items and should collect the same from the guests when they check out.
- ii) Contractor will provide at his cost all sanitation and cleaning supplies, including but not limited to, toilet paper roll and similar bathroom requirements, hand wash, all soaps, detergents, bathroom cleaner, toilet cleaner, floor cleaner, mop, brooms, towel / linen washing detergent etc. necessary to maintain the premises in a clean and sanitary conditions at all times.
- iii) Daily bathroom kit to the all the guest will be provided by Contractor at his cost.

3.0 DETAILS OF SERVICES & MANPOWER REQUIRED:

- 2.5. **SERVICES TO BE PROVIDED:** The Contractor is required to provide Catering and Housekeeping services which includes the following but not limited to:

- a) Catering Services to cater Participants of Training Programs/ Guests of State Bank Institute of Learning and Development Guwahati indicated in clause 1 and its sub clauses of scope of work.
- b) Caretaking Services for maintaining hygienic environment in State Bank Institute of Learning and Development Guwahati as per the clause 2 and its sub clauses of scope of work.

2.6. MANPOWER TO BE DEPLOYED: Following manpower needs to be deployed by the contractor:

Personal Requirement	Qualification	Experience
Catering / caretaking Manager	Having Diploma in catering technology from any University / Catering Institute, recognized by Govt.	2 Years
Waiters / Mess Boys	HSLC Pass	2 Years
House keeper	Higher Secondary / Diploma in Housekeeping	2 years housekeeping working experience in PSU contracts/ Hotels/ Guest house
Cooks	Experienced in North Indian dishes and South Indian dishes	2 years cooking experience in PSU contracts/ Hotels/ Guest house

Note:

- i) Contractor should engage competent and experienced Manager, preferably with Diploma in Catering Management or Certificate in Catering, to manage the Catering & Housekeeping Services in coordination with Bank officer in-charge.
- ii) Contractor should also engage adequate number of experienced/trained Cooks, Mess/ Housekeeping/Sanitary workers, washer-men, etc. to provide the above services to the utmost satisfaction of Bank at the SBILD. **Housekeeping services personnel should not be deployed for catering services and vice versa.**
- iii) In whole, the Contractor should engage minimum 8 persons per day for SBILD Guwahati and the deployed crew should consists of minimum 01 skilled and 07 unskilled persons to provide the Catering and Housekeeping services at SBILD Guwahati as below. The minimum manpower to be deployed in the SBILD Guwahati for catering and housekeeping services is given below. However, the contractor should engage the required number of relievers in all categories (skilled, semi-skilled & unskilled) to maintain the minimum manpower per day in order to compensate weekly off given to the regular workers as per statutory requirement and no extra payment will be made in this regard.

Sn	Designation	No of staff
1	Caretaking and Catering Manager/ Supervisor	1
2	Waiters / Mess Boys	1
3	Dishwasher / Ironer	1
4	House keeper	3

5	Cooks	1
6	Sanitary worker	1

iv) The Catering Manager will be considered under skilled category and remaining catering personnel will be considered under unskilled categories and accordingly the minimum wages Act, GOI shall be paid for them by the Contractor.

v) In case, any deficiency noticed in the required services, due to short deployment of any manpower, necessary remedial deductions will be imposed as per special conditions of the contract. If the recurrences of inadequate deployment of manpower happens repeatedly, even after imposing remedial deductions, then such type of act will be considered as 'unsatisfactory performance' and necessary action will be initiated as per the contract terms & conditions.

vi) Out of the above list of staff, minimum 1 housekeeping staff shall be female. The reservation for SC/ST/OBC for deployed staffs should be as per Government rule.

vi) Anyone found unsuitable in his actual performance will be liable for a change.

vii) All personnel should submit medical fitness certificate.

viii) All personnel should have working and speaking knowledge of Hindi and local language.

ix) All above staff should be uniformed and with shoes. They, including scavenger, should wear neat and clean dress. Nobody will move in duty hours in dirty dress.

x) Contractor shall get Character & Antecedents verification certificate from the Police as required by Bank, for their personnel before the commencement of contract and prior to deploy any new persons against replacement/requirement for this service. Necessary approval prior to the deployment shall be obtained from Bank officer in charge.

BID EVALUATION CRITERIA (BEC)

1.0 MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID:

Only those applicants who possess the following eligibility criteria should apply along with the documentary proof.

- i) The bidder must be an established firm (Company / Partnership / Proprietorship) and minimum 3 years old as on 31.03.2024.
- ii) **The bidder must have a well-established and a functional office in the district of Kamrup Metro, state of Assam as on 31.03.2024. The bidder must possess a valid trade license as on 29.02.2024 and must submit a valid copy as the proof. Failing to submit the valid trade license the bidder will be disqualified in technical scrutiny and price bid of such bidders will not be opened. Kindly note that submitting a rent agreement copy will not be considered as evidence of well-established office within the state of Assam. No conditional declaration or undertaking of any nature, to open an office on a future date shall be considered for evaluation.**

- iii) The bidder must have adequate experience in similar services for both regular catering services (providing all meals viz. bed tea, breakfast, lunch, evening tea/coffee with snacks, dinner regularly and caretaking services [Housekeeping & maintenance] for **minimum 2 (two) years** contract period in Training Institutes / Guest Houses / Transit Houses / Hostels of PSU / nationalized Banks / State and Central Govt. Organizations/ reputed Universities and listed Corporate Entities of repute etc. **The Bidder must have current contract in one of the above mentioned institutes. Further for eligibility the following conditions are applicable:-**

- 3 numbers similar work of minimum contract value of Rs 23,56,859.00 per year.
- 2 numbers similar work of minimum contract value of Rs 29,46,074.00 per year.
- 1 number similar work of minimum contract value of Rs 47,13,718.00 per year.

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 organization of the eligibility type, but the combined work order value should meet the above criteria. **However, Partial bids for this tender (only for catering services or caretaking services) will not be entertained.**

- iv) The Bidder's average Annual Financial Turnover during last **3 (three) Financial years (as on 31.03.2023)** should be at least **INR 17.70 lakh**.
- v) 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.
- vi) Tenders from Individual / Firms / Organizations 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.
- vii) The cut-off date for reckoning experience would be **31.03.2024**
- viii) Bidder should have their office at Guwahati, or an undertaking should be submitted as per Annexure-3 confirming to establish their office in Guwahati within 15 days (documentary evidence to be submitted) from the date of issue of the work order, failing which the contract will be terminated by Bank.
- ix) The bidder must furnish an undertaking with the bid that the bidder shall comply with the Minimum wage policy of Government of India and abide by the terms and conditions for implementing the said policy in letter and spirit.
- x) **ESI:** The bidder should either submit an independent ESI Code No. (along with supporting documentary evidence thereof) under the Employees State Insurance Act or submit an undertaking to produce the same, if applicable, subsequent to award of contract within 30 days of issue of LOI and before the signing of the contract, failing which bidder's EMD/SD will be forfeited and contract be cancelled. Alternatively, the bidder must agree for providing a Medical Insurance Scheme covering all his employees deployed to render services with benefit not inferior to those provided in Scheme under the ESI Act and must give an undertaking to this effect.

- xi) **Labour License:** Bidder should either submit copy of valid Labour License or submit an undertaking to produce the same, if applicable, subsequent to award of contract within 30 days of issue of LOI and before the signing of the contract, failing which bidder's EMD/SD will be forfeited and contract be cancelled.
- xii) **EPF:** Bidder should either submit valid EPF Code no. (along with supporting documentary evidence thereof) or submit an undertaking to produce the same subsequent to award of contract within 30 days of issue of NOA/ LOA and before the signing of the contract, failing which his EMD/SD shall stand forfeited and contract be cancelled.

2.0 Commercial rejection criteria:

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

- i) Bid should be submitted in **Single Packet Bid System** as per **GeM guidelines**.

3.0 Acceptance of terms & conditions:

The bidder must confirm unconditional acceptance of General Conditions of Contract and Special Conditions of Contract.

4.0 Other bid rejection criteria:

Offers of following kinds will be rejected:

- i) Offers submitted without Bid Security/Earnest Money Deposit of **Rs. 1,17,843.00 Lac** with the bid.
- ii) Offers which do not confirm unconditional validity of the bid for 60 days from the date of opening of bid.
- iii) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- iv) Offers which do not confirm to the contract period indicated in the bid.
- v) Offers not accompanied with a copy of valid registration certificate under GST Legislation of India.
- vi) Offers not accompanied with an undertaking to provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling Bank to avail Input tax (GST) credit (Not applicable for the bidder who are under composition levy)
- vii) Offers not accompanied with the undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/certificates/information submitted by them against the tender is genuine.
- viii) Bidder shall bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

5.0 Price Evaluation Criteria:

Evaluation of Bids: Bids will be evaluated based on the 'Total Lump sum Price' quoted on GeM for the entire scope of work including GST and other taxes quote. The bidder shall upload the "Price breakup" on Gem, as per the given format and the total price in the "Price breakup" format shall match with the 'Total Lump sum Price' quoted on GEM.

6.0 Instruction to bidder for submission of Price Bid:

- i) Bidder has to quote on Gem, the total "Lump sum price" for the entire contract period of 2 years for the scope of work mentioned in this tender. The bidder shall work out this total "Lump sum price" as per the "Price Breakup format" given with this tender. The price break up format is consist of mainly two part viz. a) Cost of manpower and b) Cost of service charge.
- ii) The cost of manpower which is prefilled in the price breakup format is calculated based on the Minimum wages amount for different category of staffs as per the Govt. of India Minimum Wage Act W.E.F. 01.10.2022, and includes Basic, DA, EPF, and ESIC components. Bidder is required to fill the rate (%) of GST for Manpower cost in the Price breakup format.
- iii) The cost of Service charge for providing the catering and caretaking/housekeeping service of the entire premises as per the scope of work of tender document is to be filled by the bidder in the price breakup format. Bidder is also required to fill the rate (%) of GST for Service charge cost in the Price breakup format.
- iv) Based on the rates filled by the bidder as mentioned in the above point, the total cost of contract will be automatically calculated in the Price breakup format. The bidder shall quote this total amount on Gem as "Lump sum price".
- v) The service charge to be filled by the bidder on price break up format, shall includes cost of all materials required for upkeep and maintenance of the premises, all raw materials required for catering service including raw materials for preparation of food to be served at the fixed rate mentioned in the scope of work, tools & equipment deployed, cooking gas, maintenance of the machineries, contractors profit, transportation charges and all statutory levies, applicable taxes other than GST, insurance, and any other statutory component.
- vi) The Minimum wages amount are already prefilled in Price break up format for different category of staffs as per the Govt. of India Minimum Wage Act W.E.F. 01.10.2022 which includes Basic, DA, EPF, and ESIC components. However, if the bidders want to add any component other then the above mentioned components, to have better staff, they have to consider the rate for such component within the service charge to be filled by them. Bank will not pay additional cost for any such component bidders may want to add with the Minimum wage of the worker.
- vii) Consequent upon revision of rates of VDA/ Minimum wages by Govt. notification or Amendments in Labour Laws, coming into effect after submission of price bid or revised price bid, if any, and during the currency of the contract, the Contractor shall be reimbursed by SBI for additional expenditure due to such change.

- viii) Such reimbursement by Bank shall be subject to production of documentary evidence by the Contractor of making such payment to the contract labour and depositing with the statutory authorities wherever required, to the satisfaction of Bank and to the extent where such payment is directly attributed to change in VDA / minimum wages and all social security benefits by Govt. Notification / amendments in Labour Laws.
- ix) Bidders are required to ascertain themselves, the prevailing rates of GST and all other taxes and duties as applicable on the scheduled date of submission of Price Bids and SBI would not undertake any responsibility whatsoever in this regard.

7.0 PURCHASE PREFERENCE POLICIES

PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES POSSESSING VALID UDYAM REGISTRASTION CERTIFICATE AS NOTIFIED VIDE GAZETTE NOTIFICATION NO. S.O. 2119 (E) DATED 26.06.2020 (AS AMENDED) ISSUED BY MINISTER OF MICRO, SMALL AND MEDIUM ENTERPRISES

- i) In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- ii) Provisions such as seeking support from another company, submission of JV/consortium bid, etc., wherever allowed and available to large companies in the tender document shall also be available to MSEs. However, in order to avail the benefits reserved for MSEs i.e. purchase preference, the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. In cases of support from MSE, the supporting MSE(s) shall have to fulfil all the obligations prescribed for a supporting company as per BEC conditions. Further, in case of bid from incorporated JV/consortium, in order to avail the benefits, all the members of the bidder i.e. Incorporated JV / consortium shall have to be MSEs

8.0 List of documents to be submitted with technical bid:

The vendors should possess the following supporting documents and must submit self-attested photocopies of the following supporting documents along with the filled in application form of this tender with the technical Bid for the work:

- i) Valid Certificate / License for food catering services from the appropriate authority (the Central Licensing Authority under Food Safety and Standard Act, 2006).
- ii) PAN Card in the name of the proprietor/firm/company.
- iii) Goods & Service Tax (GST) registration certificate.
- iv) Documents supporting Applicant's average Annual Financial Turnover during last 3 (three) years for minimum **INR 17.70 lakh**.

- v) Income Tax return for **last 3 (three) financial years**.
- vi) Work order & completion certificate or satisfactory in operation certificate from the clients whose work has been undertaken during last 7 years (**as on 31.03.2024**) as per the qualification criteria given in BEC of this tender.
- vii) Document as proof of year of Establishment of the firm with not less than 3(three) years (**as on 31.03.2024**).
- viii) Trade License issued by competent Govt. agency.
- ix) The details of **EMD** submitted.
- x) Applicants registered under MSME should submit copy of valid registration certificate of relevant category for claiming any exemption as per GoI policy.
- xi) Copy of EPF certificate or submit an undertaking to produce the same subsequent to award of contract within 30 days of issue of NOA/ LOA and before the signing of the contract.
- xii) Copy of ESIC certificate or submit an undertaking to produce the same subsequent to award of contract within 30 days of issue of NOA/ LOA and before the signing of the contract.
- xiii) Copy of Labour license or submit an undertaking to produce the same subsequent to award of contract within 30 days of issue of NOA/ LOA and before the signing of the contract.
- xiv) Field up Application form.
- xv) Undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/certificates/information submitted by them against the tender is genuine as per Annexure-1.
- xvi) Undertaking that the bidder shall comply with the Minimum wage policy of Government of India and abide by the terms and conditions for implementing the said policy in letter and spirit as per Annexure-2.
- xvii) Details of Bidder's Office at Guwahati or an undertaking to establish the office at Guwahati within 15 days from the date of issue of the work order as per Annexure-3.
- xviii) The near relatives of employee or employees of the Bank are prohibited from participation in this tender. The vendor shall have to submit an undertaking to the effect that his/their no near relative or relatives is/are employee(s) of the Bank as per Annexure-4.
- xix) Undertaking that the bidder Individual / Firms / Organizations including their Partners / Directors are not blacklisted / prosecuted by any departments / statutory bodies, anywhere in India or by any Court of Law.

APPLICATION CUM TECHNICAL BID FORM**(Please strike-off which is not applicable.)**

1.	a) Name of the applicant/organization	
	<p>(5) Full Postal Address of the Firm</p> <p>c) Contact Details</p> <p>(i) Phone No.</p> <p>(ii) Mobile No.</p> <p>(iii) E- mail address.</p>	
2.	<p>Year of establishment</p> <p>Please enclose documentary evidence</p>	
3.	<p>Constitution of Firm</p> <p>Enclose certified copies of documents as evidence. Sole proprietorship/ Partnership /Private Ltd. / Ltd. Co. / Any other (Please specify)</p>	
4.	<p>Name of the Proprietor / Partners / Directors of the organization / firm</p> <p>Enclose certified copies of document as evidence.</p>	
5.	<p>Category of Proprietor / Partners / Directors of the organization / firm (Gen/OBC/MOBC/SC/ST)</p>	
5.	<p>Name/s of authorized signatory with designation</p>	
6.	<p>Mode of Authorization</p> <p>Enclose certified copies of document as evidence Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / Any Other (Please specify)</p>	

7.	Details of registration whether proprietorship firm, partnership firm, company, etc. Name of registering authority, date and registration number (Note: <i>partnership firms not registered with the appropriate authority need not apply</i>), 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.	Whether registered with Govt. /Semi Govt. / Banks / PSU or any other public organization and if so, since when? (Enclose certified copies of document as evidence).	Yes/No Name of Organization: Number and date of Registration: Registered since:
10.	Number of years of experience in the field and details of work in any other field	
11.	Annual Turnover of the organization for the last 3 (three) financial years. (Average Annual Turnover for the last 3 years must be minimum Rs. 14.00 Lakh)	
12.	Banker's Details (i) Banker's Name (ii) Full Postal Address (iii) Telephone No. (iv) Account No. (v) Type of Account	
13.	PAN No. (Income tax) Enclose certified copies of document as evidence	
14.	Goods & Service Tax (GST) No. Enclose documentary evidence	

15.	Whether last three years IT returns filed (enclose certified copies of the IT returns of the last 3 FY)	
16.	Details of similar works in operation/completed to be entered in Annexure -5 along with copies of work completion /in operation certificates, work orders and completion certificates.	
17.	Details of Key Personnel Permanently employed.	
18.	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.	
19.	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.	
20.	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed of 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 / Organization 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).	
21.	Please mention whether your any relative(s) is (are) working in the State Bank of India with the name, relationship, address etc.	Yes/No If yes, please submit the details of the Bank's employee separately.

22.	Registration details for the EPF / ESI / Labour License / Trade License details under the Labour Contract Act as applicable.	
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I/We have read and understood the terms and condition of the tender document and this Application form along with Annexure and my/our firm fulfills the ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID described in this BEC of this document.

(SIGNATURE OF AUTHORIZED SIGNATORY)

ANNEXURE-1

Declaration by Applicant:

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

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

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

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

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

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

(SIGNATURE OF AUTHORIZED SIGNATORY)

NAME:

SEAL OF THE FIRM

PLACE:

DATE:-

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

ANNEXURE-2

Undertaking to comply Minimum wage policy of Government of India

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

Place :

Signature with seal of the Firm /Company

Date:

Name in block letters:

Address

ANNEXURE-3

Undertaking for opening office at Guwahati

Ref: Tender No:

dated:

Name of the Tender: Catering and caretaking services on contractual basis for an initial period of 2 years at State Bank of Institute of Learning & Development (SBILD) S.K. Barua Road, Rukmini Nagar, Guwahati, Assam

I/We hereby undertake to open my/our office at Guwahati (within Municipality area) within a period of 15 (fifteen) days from the date of issue of work order by Bank for the above services.

I/We understand and confirm that in case of my/ our failure to open the office within the stipulated date as stated above, my/our contract with the Bank is liable for cancellation and I/we shall not be entitled for any compensation for the same.

Place:

Date:

Signature of applicant /authorized person

ANNEXURE-4

DECLARATION OF NEAR RELATIVES OF SBI EMPLOYEES

I/We.....S/o/D/o.....
.....Residing at.....hereby certify that none of our relatives(s) as defined in the Tender document is/are employed in SBI as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, SBI shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

(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), husband (son-in-law), brother(s) and brother's wife, sister(s) & sister's husband (brother-in-law) etc.

Place:

Signature with seal of the Firm/Company

Date:

Name in Capital Letters:

Address:

ANNEXURE- 5

List of clients whose work has been undertaken/in operation for the last 7 years (copy of work orders and Completion certificates to be attached):

Sr. No.	Name of the Client, Location, and Name and Mobile No. of Contact Person	Details of Catering services	Number of Employees engaged
1			
2			
3			
4			
5			

Signature of Authorized Representative _____

Name of Authorized Representative _____

Date: _____

Place: _____

Note:SBI 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 SBI to make inquiries about them with those clients.

ANNEXURE- 6**UNDERTAKINGS / DECLERATIONS TO BE PROVIDED BY THE BIDDERS:**

To
DIRECTOR
State Bank Institute of Learning & Development
3rd floor, Local Head Office, Guwahati
State Bank of India

Sr. No.	Description	Undertaking / Declaration / Confirmation (Yes/No)
1	I/We have Valid EPF and copy of same is submitted with technical bid. or I/We undertake that I / We submitted an Undertaking to produce the same subsequent to award of contract within 30 days of issue of NOA/ LOA and before the signing of the contract	
2	I/We have Valid ESI code and copy of same is submitted with technical bid. or I/We undertake that I / We submitted an Undertaking to produce the same subsequent to award of contract within 30 days of issue of NOA/ LOA and before the signing of the contract	
3	I/We hereby undertake that I/We shall comply with minimum wage of Central Govt. and abide by the terms and conditions for implementing the said policy in letter and spirit.	
4	I/We undertake that I/We submitted an undertaking on the company's letter head and duly signed by the signatory of the bid that all the documents/certificates/information submitted by us against the tender is genuine.	
5	I/We undertake that we have an working office at Guwahati. Or I/We undertake that I/We submitted an undertaking to establish a office at Guwahati within 15 days from the date of issue of the work order.	
6	I/We undertake that I/We submitted an undertaking an undertaking to the effect that his/their no near relative or relatives is/are employee(s) of the Bank.	

7	I / We hereby undertake that I/We will submit copy of valid Labour License or submit an undertaking to produce the same, if applicable, subsequent to award of contract within 30 days of issue of LOI and before the signing of the contract, failing which bidder's EMD/SD will be forfeited and contract be cancelled	
8	I/We undertake that I/We submitted an Undertaking that the bidder Individual / Firms / Organizations including their Partners / Directors are not blacklisted / prosecuted by any departments / statutory bodies, anywhere in India or by any Court of Law.	
9	I/We have valid GST Registration certificate under GST Rules bearing No.and copy of same are enclosed with our offer	
10	I/We hereby undertake to provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling SBI to avail Input tax (GST) credit	
11	I/We, hereby confirm unconditional acceptance of General Conditions of Contract given at Annexure II and Special Conditions of Contract given at Annexure III of the tender document.	
12	I/We, hereby confirm unconditional validity of our bid for 60 days from the date of opening of bid.	
13	“I/We hereby declare and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the performance security before the deadline defined in the NIT, we will be suspended for the period of two years”.	
14	I/We hereby confirm that we have filled up the price break up format given with this tender document and uploaded it on Gem with the Price bid only.	
15	I/We confirm that the Total lump sum price calculated as per the Price break up format is exactly same with the Lump sum price quoted on GEM.	
16	I/We hereby confirm that we have not uploaded the filled up price break up format with Technical bid on Gem.	

(SIGNATURE OF AUTHORIZED SIGNATORY)

NAME:

SEAL OF THE FIRM

PLACE:

DATE:-