

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा
Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309
Phone: +91 120 2975826 Email: stc_noida@pnb.co.in

PUNJAB NATIONAL BANK



REQUEST FOR PROPOSAL (RFP)

For Providing

Catering Services

At

**Punjab National Bank
Staff Training Centre**

**B-31, Institutional Area, Sector-62
NOIDA (UP) - 201309**

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा
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NOTICE INVITING TENDER FOR CATERING SERVICES

Punjab National Bank, Staff Training Centre, B-31, Institutional Area, Sector 62, NOIDA (UP) - 201309 (hereinafter called PNB/ STC NOIDA/ Training Centre/ Centre) invites e-tenders from catering management firms, caterers and hotels (hereinafter contracting firms/ contractors/ bidders) engaged in the business of providing catering services for **at least two years**, with satisfactory experience of providing regular catering services for full day meals for at least 100 persons to a Training Centre/ Canteen/ Hostel Mess in Central Govt. Department/ State Govt. Department/ Public Sector Undertaking including Public Sector Banks/ Academic institutions of repute such as IIMs/ MDI/ Delhi University/ JNU etc. Work order/ Contract agreement/ billing records should indicate and confirm the same to the satisfaction of PNB for providing catering services in Punjab National Bank's training centre situated at B-31, Institutional Area, Sector-62, NOIDA (UP) – 201309.

Necessary tender documents may be downloaded from bank's e- Procurement website <https://etender.pnbnet.in> or <https://www.pnbindia.in>. Bidders have to pay a non-refundable tender document fee of Rs.3,000/- + GST @ 18% (INR 3540.00) (exempted for firms registered under MSEs) in the form of Demand Draft in favour of Punjab National Bank payable at NOIDA at the time of submission of bids.

- Date of Initiating of bidding process: - **15.07.2022 from 14:00 hours**
- Last date for downloading the tender document: **03.08.2022 up to 15:00 hours**
- Last date & time for submission/ acceptance of queries: **20.07.2022 up to 14:00 hours**
- Date and Venue for pre bid meeting- **28.07.2022 at 15:30 hours** at Staff Training Centre, B-31 Sector – 62, Noida – 201309, UP
- Last date for submission of Technical and Commercial bid online (Hash Submission): **03.08.2022 up to 15:00 hours**
- Last date for bid Re-encryption from **03.08.2022 16:01 hours to 04.08.2022 till 17:00 hours**
- Last date for submission of Technical Supporting Documents (Hard Copy): **From 03.08.2022 16:01 hours to 04.08.2022 till 14:00 hours**
- Date and Time for Technical Bid opening - **04.08.2022 at 15:00 hours**

Please note that hash submission is compulsory activity, failing which bidders will not be able to submit the on-line bids by 03.08.2022. Bank is not bound to accept the lowest offer/ bid and reserves the right to accept or reject any or all the offers submitted in response to this advertisement without assigning any reason whatsoever.

Training Head - AGM

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INDEX

S. No.	Description	Page No.
PART - I		
1.	Bid Details	4-5
2.	Notice Inviting Tender	6-8
3.	Eligibility Criteria	9-10
4.	Covering Letter for Submitting Tender	11
5.	Instructions to Bidder	12-18
6.	General Information and Other Terms & Conditions	19-31
7.	Application Form for Tender for STC Noida Canteen	32-33
8.	Proforma – 1 (Details of catering services rendered)	34
9.	Proforma – 2 (Permanent key admin/ supervisory/ workers employed)	35
10.	Annexure -A (Draft Agreement)	36-45
11.	Annexure – I (Items of food, beverages etc. to be served)	46-47
12.	Annexure – II (LIST OF INDICATIVE BRANDS OF ITEMS TO BE USED IN CATERING)	48
13.	Annexure -III (Letter from contractor to Bank)	49
14.	Annexure - IV (Pre-qualification for bidders)	50
15.	Annexure-V (Compliance Statement)	51
16.	Confirmation Letter of Contractor	52
17.	Bid Security Declaration Form	53
PART –II		
18.	Commercial Bid	54

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा
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**BID DETAILS FOR PROVIDING CATERING SERVICES AT
 STAFF TRAINING CENTRE, NOIDA**

TENDER ENQUIRY NO.	
Date of Initiating Bidding Process	15.07.2022 from 1400 hrs
Last date and time for submission/ acceptance of queries	20.07.2022 till 1400 hrs Email: stc_noida@pnb.co.in
Date & venue/ Time of Pre-bid meeting	28.07.2022 at 15.30 Hrs at Punjab National Bank, Staff Training Centre, B-31, Institutional Area, Sector-62, NOIDA (UP) – 201309.
Last date and time for downloading the tender documents, bid preparation and hash submission	03.08.2022 up to 1500 Hrs
Close for Technical and Commercial bid	03.08.2022 from 15:01 Hrs to 16:00 Hrs
Last date and time for submission of bids online and re-encryption and Submission of technical bid with supporting documents (Hard Copy).	03.08.2022 from 16:01 Hrs to 04.08.2022 till 14:00 Hrs.
Date and time for opening of technical bid	04.08.2022 at 1500 Hrs
Date and time for opening of commercial bids	Will be informed later.
Place of submission / opening of Bids	CHIEF MANAGER (ADMIN) Punjab National Bank, Staff Training Centre, B-31, Institutional Area, Sector-62, NOIDA (UP) – 201309.
Address for Communication	CHIEF MANAGER (ADMIN) Punjab National Bank, Staff Training Centre, B-31, Institutional Area, Sector-62, NOIDA (UP) – 201309. Email: stc_noida@pnb.co.in
Site for downloading and submission of Tender	Prospective bidders may download the tender documents from our e-procurement website at https://etender.pnbnet.in
EMD	Rs.1,80,000/- (Rupees One Lakh Eighty Thousand only). EMD shall be accepted in

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	demand draft or Bank Guarantee (from any Scheduled Commercial Bank other than our own Bank). Firms registered under MSEs and Start up India would be exempted from payment of earnest money.
Cost of RFP (Non Refundable)	Rs. 3,000.00+GST @ 18% (Rs. Three Thousand+ GST@ 18% only) in the form of Demand Draft drawn in favour of Punjab National Bank, payable at Noida. The DD should be submitted in a single envelope superscribed “Cost of RFP for Catering Services at PNB Staff Training Centre, Noida ” at the time of physical bid submission (if not submitted earlier) - exempted for firms registered under MSEs.
Total Security Deposit	The maximum amount of retention money shall be the 3 % of the contract value. Total Security Deposit (5% of estimated cost of work) = EMD(2%)+ Retention money(3%) Tender Amount = Rs 90.00 Lakh (Approx)

Note:

1. Technical Bids will be opened online as well as in physical form but Commercial bid will be opened online only. Bidders may view the details through their terminal using their e-procurement [<https://etender.pnbnet.in>] registration login.
2. Any Bidder, who wishes to participate in this tender and is not registered in our e-procurement site, shall have to first register with our e-procurement site.
3. All the technical supporting documents should be submitted online as well as in physical form also. However, Commercial Bid should be submitted only online through our e-procurement website.
4. Contractor will be responsible for payment of wages, other dues and compliance of all statutory provisions related to minimum wages, labour laws etc. applicable to the workers deployed by them in the Office. Any penalty for failure/ negligence on this part shall be the responsibility of the contractor and the Bank has no role and responsibility in this regard.
5. Technical bids will be opened in the presence of bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be published on Bank's website (<https://pnbindia.in> & <https://etender.pnbnet.in>) wherever feasible. Further, please note that date and time of opening of commercial bid will be intimated to the technically qualified bidders at a later date.

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Bidders to note the following:

1. Bidders should submit both (i) Technical Bid & (ii) Commercial bid. Commercial bid shall be submitted **online only**.
2. Bidders intending to participate in this tender are required to get enrolled on the bank's website i.e. <https://etender.pnbnet.in>. Enrolment on the above mentioned website is **mandatory**.
3. As the bids have to be digitally signed by Digital Certificate of the respective Bidder, the bidders are advised to obtain Digital Certificates of **class II and above with both signing and encryption facility**, before submitting the bids online, in order to bid for the tender.
4. Tender Documents containing detailed terms & conditions can be downloaded from the e-portal <https://etender.pnbnet.in> or <https://www.pnbindia.in> and be submitted as per Tender schedule attached.
5. For any further information / queries please contact **The Chief Manager (Admin)**, Punjab National Bank, Staff Training Centre, B-31, Institutional Area, Noida (UP), over phone: 0120-2975826, 7033595537 (Mob) or **Email: stc_noida@pnb.co.in**
6. Bidders may submit their queries regarding any technical clarification before 20.07.2022 up to 14:00 Hrs. Thereafter, pre bid meeting (if needed) shall be held at Punjab National Bank, Staff Training Centre, B-31, Institutional Area, Noida

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(UP), on 28.07.2022 at 15:30 Hrs, details of which can be checked from bank's website.

7. Standardized documents may be downloaded from the "Supporting Documents/ Corrigendum/ Addendums" section of the above mentioned portal up to 15:00 hrs on 03.08.2022 after clarification on queries. No deviation on the above will be entertained by the bank thereafter.
8. Based on the clarification of conditions by the bank, the intending bidder will have to submit unconditional acceptance on the prescribed format along with tender documents.
9. Commercial bid of only those bidders shall be opened who bring their tender in line with requirement of tender documents and are acceptable to the bank. Tenders of bidders, who do not submit Bid Security declaration and/ or who do not qualify as per terms & conditions will be summarily rejected.
10. First tender fee Envelope will be opened, and if the hard copy of the same is received on time i.e. up to 17:00 Hrs on 04.08.2022, only then technical bid will be opened online. Hard copy i.e. the Demand Draft in favour of Punjab National Bank, Noida for an amount of Rs. 3540/- towards tender fee is to be submitted physically by the bidder in the office of **The Chief Manager (Admin)**, Punjab National Bank, Staff Training Centre, B-31, Institutional Area, Noida (UP), PIN-201309.
11. Commercial bid of technically eligible bidder who meets the eligibility criteria stipulated in tender documents will be opened online in the presence of participating bidders or their representatives as per the schedule to be intimated later on. Date for opening of Commercial Bids shall be intimated later.
12. Tenders shall be valid for a period of not less than 90 days after the date of opening of the Commercial bid online
13. All the disputes arising out of or in connection with this agreement shall be deemed to have arisen in NOIDA and only the courts of NOIDA shall have the jurisdiction to determine the same.
14. **Please note that bid preparation, hash submission and bid submission is compulsory activity, failing which bidder will not be able to submit the bids online.**
15. **The Bank reserves the right to accept/ reject any or all the offers submitted in response to this advertisement without assigning any reason whatsoever.**
16. Bank will not be bound to accept the lowest tender and reserves the right to accept

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or reject any or all the tenders without assigning any reason whatsoever.

17. Please note that, on tendering procedure through the electronic tendering system, refer to the Instructions for Using the Electronic Tendering System document available along with the tender documents on <https://etender.pnbnet.in>
18. Firms registered under MSEs would be exempted from submission of Tender fee/cost. (Documentary proof to be submitted by the bidders).

CHIEF MANAGER

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Minimum Eligibility Criteria for Pre-qualification

1. In the last five years as on the date of submitting the tender, the contractor/ contracting firm should have at least two years satisfactory experience of providing regular catering services for full day meals for at least 100 persons to a Training Centre/ Canteen/ Hostel Mess in Central Govt. Department/ State Govt. Department/ Public Sector Undertaking including Public Sector Banks/ Academic institutions of repute such as IIMs/ MDI/ Delhi University/ JNU etc. Work order/ Contract agreement/ billing records should indicate and confirm the same, to the satisfaction of PNB.
2. In the last five financial years i.e. from 2017-18 to 2021-22, the contractor should have achieved turnover (from catering business alone) of at least Rs. 20.00 Lac (Twenty Lac) per annum in at least two financial years. A CA certificate OR a certificate from these service availing entities is required to be submitted, to the satisfaction of PNB.
3. Applicant should have established office in National Capital Region (Delhi, Faridabad, Ghaziabad, Gurugram and Noida) (Please submit documentary evidence for same, to the satisfaction of PNB).
4. The contractor/ contracting firm must have a valid license from Food Safety and Standards Authority of India (FSSAI) for at least past one year as on the date of submission of the tender.
5. The Contractor/ Contracting Firm must be registered with appropriate authorities for Employees Provident Fund (EPF), Employees State Insurance (ESI) (if applicable), Goods and Services Tax (GST), and should have valid PAN from Income Tax Department.
6. The track record of the Contractor/ Contracting Firm should be clean and should not have any involvement in illegal activities or financial misappropriation/ frauds etc. Tenders must be accompanied by declaration to this effect on the letter head of the contracting firm and duly signed by an authorized person. **(As per Annexure - III)**.
7. The Contractor/ Contracting Firm should deposit EMD, which shall be calculated at the rate of 2% of the estimated cost of work. EMD shall be accepted in demand draft or Bank Guarantee (from any Scheduled Commercial Bank other than our own Bank), by means of an Account payee Crossed bank Demand Draft in favour of 'The Principal, PNB Staff Training Centre, NOIDA' as Earnest Money Deposit (EMD) along with Part-I (Pre-qualification Bid/ Technical Bid) of the tender.
The EMD shall not earn any interest. The EMD of the unsuccessful contracting firms would, however, be refunded only after finalization of the tender (without payment of any interest). The EMD of successful bidder will be returned after executing of catering service agreement and deposit of security deposit amount as agreed upon.
8. The details of establishments (names, addresses, telephone no. etc.) where **Catering Services** are currently being rendered and have been rendered in the last 5 years (with value and period of the contract) be furnished with the technical bid.

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9. Certificates from these establishments regarding the satisfactory quality and duration of services rendered during the last five years shall also be furnished. PNB reserves the right to personal inquiries/ independent verification of the information provided by the contractor. If there is any false information submitted or any adverse feedback is received from any of these establishments, the contractor will be disqualified from the tender. The decision of the Principal, PNB STC, NOIDA will be final and binding on the contractor.
10. Solvency Certificate of value Rs. 5 Lac (Five Lac) from any scheduled commercial bank is to be furnished. The certificate should not be more than 2 year old from the date of submission of tender.
11. To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender may be covered under the Integrity Pact (IP) policy of the Bank.
12. **The authorized person of the contractor/ contracting firm must put his signature on all the pages of the tender documents invariably for having accepted all the terms and conditions in respect of this tender work. Failure to do so may render the tender liable for rejection.**
13. Contractor/ Contracting firm has to furnish annual accounts of the firm for the last 5 years i.e. FY 2016-17 to FY 2020-21. These accounts should be audited/ CA certified (if required under any law) OR Self certified if not required to be audited.
14. Copy of latest filed GST return has to be submitted.

It may be noted that tenders not accompanied by any of above documents will be liable for rejection. The decision of the Principal, PNB STC, NOIDA, on the recommendation of Tender Opening Committee will be final and binding on the contractor/ contracting firm.

Chief Manager

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COVERING LETTER FOR SUBMITTING TENDER

The Chief Manager (Admin.)

Punjab National Bank,
Staff Training Centre,
B-31, Institutional Area,
Noida (UP) - 201309

Sub: Application for “Catering services at Punjab National Bank, Staff Training Centre, B-31, Institutional Area, Noida (UP), PIN-201309.”

Sir,

We refer to your advertisement on the captioned subject and also the details released on the website of the Bank which we have carefully perused and understood the criteria mentioned therein. Accordingly, we now submit the application form duly completed in all respects along with tender cost and certified copies of the following documents for catering in your staff canteen. We confirm that all information given therein is true to the best of our knowledge. If any of the information given is found to be incorrect either fully or partially, you may reject the application summarily.

Yours faithfully, (Applicant's signature)

with stamp of firm/company.

Encl: Documents:-

1. Application on prescribed Performa/ Annexure
2. Copies of Performance Certificate from the Clients/ employers i.e. a reputed training institutions/ PSU/ Public Sector Banks/ Pvt. Sector Banks/ Central Govt./ StateGovt./ Autonomous body/ reputed firms etc.
3. Copies of (audited if applicable) B/Sheet, ITR, Trading Account, Profit & Loss A/C for immediate past 3 financial years.
4. Valid food license/ license for providing catering services issued by the competent authority.
5. Copies of Income Tax, PAN No, TIN No, GST No. , ESI, EPF Registration no.
6. Undertaking for not been Blacklisted in any organization.

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INSTRUCTIONS TO BIDDER

1. INTRODUCTION

Punjab National Bank invites technically complete and commercially competitive online bids from reputed/ eligible catering contractors for providing Catering Services at Punjab National Bank, Staff Training Centre, B-31, Institutional Area, Noida (UP) - 201309 for two years.

The Staff Training Centre, Noida conducts various Residential and Non- Residential Training Programmes, Workshops, Seminars etc. for Officers and Senior Officers of the Bank from across the country on regular basis and also as per the requirements of the bank. The Catering Budget for the Staff Training Centre, Noida for the year 2020-21 and 2021-22 was to the tune of Rs.90.00 lakh (approx.) per year.

2. ELIGIBLE BIDDER

This invitation of Bids is open to all bidders, provided they fulfill the minimum eligibility criteria as mentioned in the tender document

3. SCOPE OF WORK

To provide uninterrupted catering services in canteen at Punjab National Bank, Staff Training Centre, B-31, Institutional Area, Noida (UP) - 201309. The Catering requirements of the Staff Training Centre, Noida includes providing Breakfast, Tea and Snacks, Soup/ Butter Milk in between the Training Sessions besides Lunch and Dinner. Further, as per requirements and on special occasions, High Tea and Snacks are also required to be provided. Also, outdoor catering services may be required as per need, whenever Training Study Tours are arranged by the Bank for the Trainees.

4. COST OF BIDDING

Bidder shall bear all the costs associated with the preparation and submission of its bid and Punjab National Bank, (hereinafter referred to as the "Bank"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5. BIDDING DOCUMENT

Bidder is expected to go through all the instructions, forms, terms & conditions and Technical specifications in the Bidding Documents. Failure to furnish any information required in the Bidding Documents or submission of a bid not responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of bid. Bidder should strictly submit the bid as per RFP, failing which bid will be rejected as non-responsive.

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6. AMENDMENT OF BIDDING DOCUMENTS

Bank may modify the Bidding Documents through amendments at the sole discretion of the Bank at any time prior to the last date and time for submission of bids. All such amendments shall be uploaded on the Bank's websites (<https://www.pnbindia.in> or <https://etender.pnbnet.in>) and shall be binding on all who are interested in bidding.

In order to provide prospective Bidders a reasonable time to take into account the amendment(s), if any, in preparing the bid, Bank may, at its discretion, extend the deadline for submission of bids.

7. CONTACTING THE BANK

Any effort by a bidder to influence the Bank in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Bank's decision in this regard shall be final and without prejudice and will be binding on all parties.

8. BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

Bank reserves the right to accept or reject any or all bid(s) and scrap the bidding process at any time prior to award of contract, without incurring any liability thereby to the affected bidder(s) or without any obligation to inform the affected bidder or bidders about the grounds for the Bank's action. Bank reserves the right to accept or reject any terms and conditions proposed by the contractor(s).

9. MODIFICATION AND WITHDRAWAL OF BIDS

Modification of the submitted bid shall be allowed on-line and the bidder may modify and resubmit the bid on-line only before the deadline of Bid Hash Preparation. For modification of e-bid, bidder has to rework and upload/ resubmit digitally signed modified bid on bank's e-tendering portal i.e. <https://etender.pnbnet.in>

Bids once submitted will be treated as final and no bid may be modified once submitted and subsequent to the deadline for Bid Hash Preparation.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified in tender documents. For withdrawal of bid after the end date of online bid submission, the bidder will have to make a request in writing to Tender Inviting Authority of Bank.

Withdrawal of bid may be allowed till issue of work order with the following provision of penal action:

- (i) If the request of withdrawal is received before fixing the date for opening of commercial bid, the BID SECURING DECLARATION submitted by bidder will be forfeited and bidder will be debarred for six months from participating in tenders in

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- PNB. The commercial bid of remaining technically qualified bidders will be opened and the tender process shall go on.
- (ii) If the request of withdrawal is received after fixing the date for opening of commercial bid, the BID SECURING DECLARATION submitted by bidder will be forfeited and bidder will be debarred for 1 year from participating in tenders in PNB. The commercial bid of all technically qualified bidders including this bidder (if found technically eligible) will be opened and action will follow as under:
- If the bidder withdrawing his bid is other than L-1, the tender process shall go on.
 - If the bidder withdrawing his bid is L-1, then re-tender will be done.

10. REVELATION OF PRICES

Prices should not be disclosed in the technical or other parts of the bid in any form and shall be disclosed only in the commercial bid. Failure to do so will make the bid liable to be rejected.

11. CLARIFICATIONS OF BIDS

Notwithstanding anything contained in the tender document, to assist in the examination, evaluation and comparison of bids, the bank may, at its discretion, ask the bidder for clarifications. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

12. DEADLINE FOR SUBMISSION OF BIDS

Bids must be submitted not later than the specified date and time given in the Bid Document. If specified date of submission of bids is declared a holiday in the Bank, the bids shall be received up to the specified time on the next working day. However, the Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended.

All the correspondence/bid should be addressed to Bank at the following address:

The Chief Manager (Admin),
Punjab National Bank,
Staff Training Centre,
B-31, Institutional Area,
Noida (UP). PIN 201309
Email: stc_noida@pnb.co.in

13. LATE BIDS:

Any bid received by the Bank after the deadline for submission of bids will be rejected.

14. OPENING OF BIDS:

All the bids will be opened at the date, time and location mentioned in RFP (as per tender

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Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP) - 201309
Phone: +91 120 2975826 Email: stc_noida@pnb.co.in

schedule). Technical bids will be opened in the presence of representatives of the bidders who choose to attend.

15. PERIOD OF VALIDITY:

Bids shall remain valid for a period of 90 days from the date of commercial bid opening. A bid valid for shorter period shall be rejected by the Bank as non- responsive.

16. BIDDING PROCESS (TWO STAGES):

For the purpose of the present job, a two-stage bidding process will be followed. The response to the present tender will be submitted in two parts:

- I. Part-I Technical Bid
- II. Part-II Commercial Bid

Bidders will have to submit the technical bid in physical form as well as in online mode through Bank's e-procurement system. **Commercial Bids should be submitted only online, through bank's e-procurement system. Bidder may inspect the bank's site before quoting the prices in Commercial Bid.**

I. TECHNICAL BID (Part-I):

The bidder will have to submit the Technical Bid in sealed envelope, duly superscribing "TECHNICAL BID for Catering Services in PNB Staff Training Centre, Noida"

TECHNICAL BID will also contain all the documents mentioned in Point No. 19, given below. All Annexure should be duly signed and sealed.

TECHNICAL BID will not contain any pricing or commercial information (relating to this tender). Technical bid documents with any commercial information will be rejected. In the first stage, only TECHNICAL BIDS will be opened and evaluated. Only those bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for next stage of evaluation.

Bid shall contain no inter-lineation, erasures or over writing except as necessary to correct errors made by the bidder, in which case such corrections shall be duly confirmed under signature/ initials of the person(s) signing the bid.

II. COMMERCIAL BID (Part II):

Under the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are responsive and are eligible as per criteria prescribed in bidding document will be opened.

17. SUBMISSION OF BIDS:

Bidders shall duly complete the formats of Technical Bid and Commercial Bid and the

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same will be submitted online through our e-Procurement System using their Digital Certificate of class II and above (both encryption and signing) at website <https://etender.pnbnet.in> Bid submitted by the bidder using Digital Certificate is binding on the bidder to the contract.

All the interested bidders should register themselves in the e-procurement system <https://etender.pnbnet.in> for submitting the bids online, if they have not done earlier. The Tender document and further corrigendum, if any can also be downloaded from Bank's website www.pnbindia.in. Bids received after closing of the bid in the e-procurement system are summarily rejected without any reason. The commercial bid should be submitted online only.

It is to be noted that all the technical supporting documents should be submitted manually also in a sealed envelope superscribed as “**Technical Bid for – Catering services at Punjab National Bank, Staff Training Centre, B-31, Institutional Area, Sector-62, Noida– 201309, UP.**” before the final date & time of bid submission.

Cost of Tender Document of Rs.3540/- shall be submitted in a sealed envelope superscribed as “**Tender fee for – Catering services at Punjab National Bank, Staff Training Centre, B-31, Institutional Area, Sector-62, Noida– 201309, UP**” before the final date & time of bid submission.

At the time of physical submission of bid, bidder has to show acknowledgement e-mail received after completion of the bid submission in proof of having submitted the bid online.

In case of any variation between physical bid and online bid, the contents in the on-line bid shall be valid and acceptable.

18. SERVICES:

The services are to be provided at the pre-approved rates.

19. CONTENTS OF DOCUMENTS TO BE SUBMITTED

Documents required in Technical Bid:

- Supporting documents in respect of minimum eligibility criteria
- Bidders' Application
- Acceptance of the Terms & Conditions and compliance of Technical specifications.
- Self-attested True Copies of Balance Sheets, Trading, Profit & Loss and Income & Expenditure Account Statements for the FY2016-17, FY2017-18, FY2018-19, 2019-20 & 2020-21 (audited- if applicable) OR Credible Evidence in support of the same.

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Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP) - 201309

Phone: +91 120 2975826 Email: stc_noida@pnb.co.in

- Performance Certificate(s) from Client(s) on their letterheads with authorized signature.
- Technical Offer indicating compliance to the Bank's requirement as per Technical Specifications.
- Compliance Statement.
- Power of Attorney/ board resolution (if applicable)

20. PROCEDURE FOR FINALIZING L1:

L-1 of short listed bidders will be selected based on the **lowest quoted rate** as mentioned in the commercial table subject to satisfaction of the Bank.

21. SIGNING OF CONTRACT

The successful bidder(s) shall be required to enter into a Rate Contract with the Bank, within 7 days of the award of the tender or within such extended period as may be specified by the **Chief Manager (Admin.), Punjab National Bank, Staff Training Centre, B-31, Institutional Area, Sector-62, Noida– 201309, UP** on the basis of the Tender Document. Letter of acceptance and such other terms & conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Agreement of Contract.

22. PERFORMANCE SECURITY DEPOSIT

The successful bidder to whom the Contract is awarded ("Contractor"), shall deposit as performance security deposit by Demand Draft a sum to make up **3% (Three percent) of the value of the accepted tender**. The Performance Security Deposit will have to be made by the Contractor to the Bank within 3 days of acceptance of award letter, failing which the Bank at his discretion may revoke the letter of acceptance. Performance security deposit shall be accepted in the form of Demand draft and not by Bank Guarantee. **The Performance Security Deposit will be invested by the Bank in a fixed deposit account for the duration of the contract period and shall not carry any interest.** The Bank is not liable to pay any interest on Performance Security Deposit. In case of default on the part of contractor to perform and observe any covenant, conditions and provisions herein contained, it shall be lawful for PNB in its absolute discretion to forfeit the whole of the security deposit or a part thereof without prejudice to any other right or remedy that may be available to it against the Contractor under this agreement, for such breach. The Performance security deposit will be refunded within 60 days after satisfactory fulfilment of the contract. In case the contractor abandons the contract or leaves the contract unperformed, the Performance Security Deposit shall be liable to be forfeited.

23. Bidders are advised to understand auto bid process to safeguard them. In case of technical failure or inability to bid due to telephone line glitch or Internet response issues or software/ hardware hangs, Bank will not be responsible.

24. Bidder should be prepared with competitive price quotes on the day of the bidding

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event and participate in the online bidding as per the schedule. Bidder to submit the item-wise price break up for all the items within the stipulated time as per the schedule immediately after the online event. Bidder has to necessarily quote rates for all the items listed in the commercial bid. In case of incomplete bid, same may be rejected.

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा
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GENERAL INFORMATION AND OTHER TERMS AND CONDITIONS

1) General Information

Canteen is located in the campus of Staff Training Centre an area of **3000** sq ft. approx. The area is fully air-conditioned with required furniture like tables, chairs, provision of electricity, water and other basic amenities for the canteen. Canteen is meant for the requirement of Trainees at Staff Training Centre, Noida. Contractor will be responsible to provide complete efficient canteen service as per the scope of work mentioned in the tender. Daily use of canteen facility by the number of personnel will be 100 (Tentative).

2) Details of equipment to be provided in the kitchen by the Bank.

Bank will provide only basic infrastructure like Deep freezer, Fridge, water heater/ boiler, Cutting table, Grinder-mixer, bread toaster, Microwave oven, Food warmer and other heavy equipment etc. of permanent nature in the kitchen. Routine repair of these items will be carried out by the Bank. But if any repair necessitates due to the mishandling of equipment by the staff of Contractor, that repair will be carried out at the cost of contractor and in this regard the decision of Canteen Committee will be final.

Canteen contractor will provide all other kitchen equipment required for the smooth functioning of canteen viz. blender, tools, kitchen utensils etc. Such items will be maintained and repaired by the canteen contractor.

3) List, quality and other details of the crockery to be provided by the canteen contractor

Contractor will be responsible to provide crockery and other utensils required for the serving of food items in the canteen. Sample and model thereof should be got approved from the bank

4) Timings of the canteen

Service Timing of canteen will be from 6.30 AM to 10.30 PM depending on timings for the breakfast in the morning to providing dinner at night. However, in exceptional circumstances, contractor needs to deploy staff well beyond the mentioned timings so that canteen is ready to serve food items at prescribed timings. Also, it will be the responsibility of the canteen contractor to keep the canteen and serving area as well as kitchen etc. neat and clean at all times.

Contractor should also ensure that all waste materials from canteen and dining area is removed and dumped in the approved municipal area on the same day in order to stop breeding of insects, rodents and also to keep entire area neat and clean.

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा
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5) Number of workers to be deployed in the canteen

Canteen contractor to deploy sufficient number of staff/workers for the smooth functioning of the canteen. Kitchen staff will be need based to cater the requirement of approximately 100 trainee participants on daily basis from early in the morning to late night. Contractor will be responsible for uninterrupted service by providing sufficient number of trained workers as per the service requirement given in the tender as at item **34** here under.

6) List of food items to be served through Kitchen

As per Annexure – 1

7) Uniform, medical fitness/ checkup and other requirements of canteen staff

Contractor should provide Medical Fitness Certificate of all Canteen workers, on quarterly basis, to check for any communicable diseases. Workers will always wear uniform while on duty. Design and color of uniform will be approved by the bank. Besides, regular visit of Canteen Committee members, food quality and hygiene will also be checked, on quarterly basis, by external agency. Cost of checking will be borne by bank. In case any negative report is found in the testing, all the charges/ cost of checking by external agency including penalty, as decided by the bank, will be borne by the contractor.

8) Period of contract

Contract will be executed/ valid for a period of two years. However, contract may be renewed further for one year, only if the performance of the canteen contractor is found satisfactory by the Bank. Performance will be reviewed based on the quality of food, hygiene, performance/ behavior of canteen staff etc. It will be assessed by a Committee of internal and/ or external members. The decision of Bank in this regard will be final and binding on the contractor

9) Eligibility to participate in tender

In the last five years as on the date of submitting the tender, the contractor/ contracting firm should have at least two years satisfactory experience of providing regular catering services for full day meals for at least 100 persons to a Training Centre/ Canteen/ Hostel Mess in Central Govt. Department/ State Govt. Department/ Public Sector Undertaking including Public Sector Banks/ Academic institutions of repute such as IIMs/ MDI/ Delhi University/ JNU etc. Work order/ Contract agreement/ billing records should indicate and confirm the same, to the satisfaction of PNB.

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10) Type of food items which can be prepared in kitchen of Bank
Veg and Non-vegetarian

11) Fuel and Power

Bank will provide fuel and power. However, cost of fuel and power shall be borne by the canteen contractor.

12) Feedback

Contractor may be asked to obtain Feedback (as per approved Feedback Form) from minimum of three distinctive participants every day after Breakfast, Lunch and Dinner.

13) Execution of Agreement:

Selected Bidder would be required to execute the Bank's Approved Agreement without any exception, as per the format in the tender (Annexure-A)

14) The contractor shall make timely and legally due payment to its staff as per law of the land governing such employment. The contractor shall be solely responsible for any consequence for any violation in this regard by the contractor. Also, the contractor will keep the Bank indemnified if Bank suffers any loss/ penalties under any law for violation of any legal provision related to payment to staff hired by the contractor.

15) There will be no employer (or deemed employer) and employee relationship between the Bank and the staff of the contractor.

16) CERTIFICATE OF BILL

The payment will be released on submission of the following certificate by the Contractor:

1. We are maintaining proper records w.r.t. payment of wages and statutory dues to all our employees and the same are being paid.
2. That we have paid the minimum wages to all the workmen employed by us as per the wages announced by the **Central Govt./ State Govt., whichever is higher**, vide their latest notification.
3. We have paid/ deposited all the statutory dues i.e. EPF and ESI of our employees deputed at **Punjab National Bank, Staff Training Centre, B-31, Institutional Area, Sector-62, Noida- 201309, UP.**
4. The GST collected from during the month of _____ has been deposited in Govt. Account on _____. The copy of GST challan is enclosed.
5. We as a contractor are following all the statutory rules and provisions as required by law and indemnify you against all the consequences arising out of this payment.

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**PROFORMA FOR ACCEPTANCE OF TERMS & CONDITIONS FOR RUNNING CANTEEN AT
PUNJAB NATIONAL BANK, STAFF TRAINING CENTRE, B-31, INSTITUTIONAL AREA,
SECTOR-62, NOIDA- 201309, UP**

The bidder must enclose a letter of acceptance of the terms & conditions mentioned below, duly signed by the proprietor/ authorized signatory. Following points must be reproduced in the technical bid- form submitted by the bidder. The bidder shall mention "Accepted" and put signature & each page must also be signed by the proprietor/ authorized signatory of the bidder.

1. The Contractor shall provide daily catering services as per the requirements and satisfaction of the Staff Training Centre, Noida from time to time as set out in Annexure-I hereto.
2. The quality of the ingredients to be used for preparation of eatables, beverages etc. shall be of good quality and as decided by the Staff Training Centre, Noida (as per Annexure-II).
3. The Catering charges will be payable at approved rates for the items served to the participants etc.
4. The Contractor shall submit bills every week/ fortnight as per training schedule.
5. The Contractor shall not claim any extra charges when any high dignitaries/ Senior Management Officials along with Faculty Members/ Staff join the participants at tea/ lunch/ dinner etc.
6. The Contractor shall supply food and beverages etc. on Training Programme days to Faculty Members and staff of STC Noida on the subsidized rates mutually agreed, as per Annexure I.
7. On the day when there is no Training Programme in the Centre & consequently no participant, a fixed amount of Rs.1000/- (Rupees One Thousand only, inclusive of GST) per day will be paid to the Contractor. However, on such days the Contractor shall make available food and beverages etc. to Faculty Members and staff of STC Noida on the subsidized rates, as mutually agreed upon as per Annexure I.
8. If at any time during the subsistence of the contract, the Staff Training Centre, Noida so desires to utilize the services of the contractor for any special parties, seminars, conferences, meetings or otherwise the contractor shall arrange the same at the approved rates or at mutually agreed rates in case the items are outside the list of items for which rates have already been agreed to in the contract.

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा

Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309

Phone No. +911202975826, Email- stc_noida@pnb.co.in

9. The catering to the participants shall be provided only for the period of training plus check-in day and check-out day unless otherwise permitted by the Training Head.
10. The contractor shall provide fresh, hygienic and filtered drinking water in the dining hall, place of service etc.
11. Timings of service of food and beverages and the menu as approved by the Staff Training Centre, Noida, will be displayed on the Notice Board in the dining hall by the contractor.
12. Contractor may be asked to obtain Feedback (as per approved Feedback Form, to be provided by the bank) from minimum of three distinctive participants every day after Breakfast, Lunch and Dinner. Breakfast, lunch and dinner, afternoon-tea, coffee, snacks, forenoon tea, coffee, snacks or similar items will normally be served in the Dining Hall; or at such places as may be desired by the Staff Training Centre, Noida. Appropriate meals will be served to sick persons, guests etc. in their respective rooms.
13. Daily menu on a weekly basis will be prepared and submitted in advance to the Staff Training Centre, Noida for approval. The various items of the menu will be changed frequently to provide variety and uniform standard. The menu so decided must be adhered to, at all costs. Non- adherence to the menu will attract penalties as per clause 25, to be decided at the sole discretion of the Staff Training Centre, Noida, which will be binding on the Contractor.
14. The Contractor will provide at his cost and expenses liquid soap and tissue papers at the washing place in the dining hall etc. It shall be the responsibility of the Contractor to employ sufficient staff and to provide cleansing material of first class quality for the cleaning of pantry, kitchen, dining hall and service area. Cleanliness and maintenance of all these areas will be the exclusive responsibility of the Contractor. Any laxity in the cleaning of these areas will attract penalties to be decided at the sole discretion of the Centre, which will be binding on the contractor.
15. The Contractor shall devote his full attention to the work of purchases, preparation of food and beverages etc. and shall discharge his obligations under the contract most diligently and honestly.
16. The contractor shall remove garbage from kitchen and dining hall etc. daily at his own cost and dump/ dispose of at proper place outside the campus.
17. Stale and/ or rejected material (raw or cooked), shall be removed from Staff Training Centre, Noida, premises immediately by the Contractor.
18. The Contractor shall provide high standard cooking utensils, ceramic, glassware, cutlery, table linen etc. for use of the catering at his own expenses. The table linen will be changed daily and washed & ironed at his expenses. The said items shall be of first class quality and shall be to the full satisfaction of the Staff Training Centre, Noida,

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा

Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309

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whose decision in this regard shall be final and binding on the Contractor. Standard of cleanliness of kitchen utensils, crockery, glassware, cutlery, etc. shall be of high order & any laxity in this regard will attract penalties of an amount to be determined by the Training Head, which shall be binding on the Contractor.

19. The contractor shall maintain standard of quality in the catering services comparable to one, rendered in 3-4 star hotels. The Staff Training Centre, Noida, shall have the right to insist for the service of catering and caretaking again though performed already but not carried out to the satisfaction of the Staff Training Centre, Noida.
20. Authorized official of the Staff Training Centre, Noida may test the food to keep a check on the quality of food being prepared and supplied. No charges will be paid to the Contractor in this regard.
21. The Staff Training Centre, Noida shall have full rights and shall be at liberty to refuse to accept the services of any of the items of the food, beverages etc.
22. The contractor shall ensure to keep and use materials/ items etc. of high quality as per Schedule-II and maintain buffer stock of each item of requirement to last at least for 2 weeks. The failure to maintain the required quantity of material of high quality will invite **penalty of Rs.5000/- (Rupees Five Thousand only)** per occasion. Further, all the required materials, items etc. should be stored properly by the contractor in proper high quality containers so that the same are not exposed to any risk, damage etc. due to insects, rats, weather conditions etc.
23. In the event of insufficient/ bad quality/ non-serving of any eatables agreed upon to be served, the Staff Training Centre, Noida will be within its rights to make suitable deductions from the Contractor's bills, which will be binding on the Contractor.
24. The authorized officer of the Staff Training Centre, Noida, shall have unrestricted entry into the premises at any time to inspect the up keep of kitchens, dining place, pantry etc. If the authorized officer finds that the upkeep is not of good standard, then a **penalty of up to Rs.5000/- (Rupees Five Thousand only)** per instance shall be imposed on the contractor and the same will be borne by the contractor.
25. In case the contractor or any of his employees fails to fulfil his obligations for any day/ part of the day or any number of days to the satisfaction of the Staff Training Centre, Noida for any reason whatsoever, he shall pay by way of liquidated damages a **sum of Rs.500/- (Rs. Five hundred only) per participant per day/ part of the day for the entire number of such days** and the Staff Training Centre, Noida shall without prejudice to its other rights and remedies shall be entitled to deduct such damages from the money, if any, payable by it to the Contractor. The decision of the Training Head of the Staff Training Centre, Noida in this respect will be final and fully binding on the Contractor.
26. All questions relating to the performance of the obligations under the contract and to the

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा

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quality of ingredients (as per Annexure-II) used in preparing the food and beverages and all the disputes and differences which may arise either during or after the contract period or other matters arising out of or relating to the payments to be made in pursuance to the contract shall be decided by the Training Head of the Staff Training Centre, Noida, whose decision shall be final, conclusive and binding on the parties to the Contract.

27. The Contractor shall bear all taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the State/ Central Govt. or any local body or authority. The Contractor shall furnish such proof of payment, of compliance or the obligations including registration certificate, clearance certificate etc. as may be required by the Staff Training Centre, Noida from time to time.
28. The Contractor shall obtain any licence(s), permit, consent, sanction etc. as may be required or called for from/ by local or any other authorities for doing such work. The Contractor shall comply with all applicable laws, rules and regulations in force. Further, the Contractor shall obtain such permission/ licence(s) as may be required under the Contract Labour (Regulation and Abolition) Act, 1970, if applicable or under any other Laws relating to his services. The Contractor shall produce the licence(s) permission etc. so obtained to the Staff Training Centre, Noida or furnish copies thereof as and when required by the Staff Training Centre, Noida. The contractor shall keep and get renewed such licence(s), permission etc. from time to time. The Contractor shall be responsible for any contravention of the Local, Municipal, other Laws, Rules, Regulations etc.
29. The contractor shall obtain necessary licence(s) as required by the Civil Supply Department and other government authorities.
30. The contractor shall also maintain all registers as required by the Civil Supply department and obtain such licence(s) as required for the storage of different commodities, materials, items etc.
31. All the Rules & Regulations regarding hygiene, health etc. issued by the State, Municipal Corporations, any other authorities shall be strictly adhered to by the Contractor. The contractor also indemnifies the Staff Training Centre, Noida against any loss or damage on this score.
32. The Contractor shall keep and maintain regular and proper books of accounts supported by vouchers so that the same may be available for inspection by authorized person of the Staff Training Centre, Noida.
33. The Contractor shall engage the services of sufficient number of able, trained, efficient, neat, healthy, honest, well-behaved and trained persons for supervising, cooking, serving and cleaning of kitchen, dining halls and services areas at his cost and expenses. **The Contractor shall deploy a minimum of 6 waiters/ serving personnel (for 100 participants); 2 cooking staff (including 1 cook and 1 helper); 1 staff for clearing**

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and cleaning of utensils and for cleaning the canteen area; and one Supervisor (a total of minimum 10 employees for catering service). However, the contractor shall deploy additional one waiter/ serving personnel for every additional group of 10 participants /part thereof. The attendants, waiters, cooks should be properly trained and shall wear smart and neat uniform (pattern to be got approved from the Staff Training Centre, Noida) with their name badges and photo identity cards. The contractor must engage trained cooks for providing authentic Indian dishes & Chinese/ Continental food items. The Contractor will be responsible for the good conduct and performance of their employees/ staff and the contractor shall be deemed responsible for all legal and contractual purposes, as the employer of such persons and such persons will not have any claim for employment in the Staff Training Centre, Noida now or at a future date. The contractor shall give necessary guidance and directions to his employees to carry out the jobs assigned to them by the contractor and/ or the Staff Training Centre, Noida. The Contractor shall also be responsible for the payment of their wages and/ or dues to his employees. All liabilities arising out of violation of local Laws and/ or Central Laws shall be responsibility of the contractor. The contractor shall also furnish a detailed duty chart of his employees at the beginning of every month and keep the office informed of any change made in the list from time to time. The duty chart of the month should give the specific names of the employees and their respective duties which they are required to attend/ perform. The Contractor will, on the orders of Chief Manager/ Training Head, immediately remove from work any person(s)/ employee(s) who in the opinion of the Staff Training Centre, Noida is/ are unsuitable or incompetent or on account of misconduct and such a person shall not be re-employed or allowed in the work/campus without the permission of the Chief Manager/ Training Head.

34. The Contractor will ensure that his employees abide by the order of the Training Head/ Warden/ Faculty Members or Sr. Manager/ Manager (Admin) of the Staff Training Centre, Noida for the purpose of discipline etc. The contractor shall appoint Manager(s)/ Supervisor(s) of good morale and manners having experience of catering service who shall be available round-the-clock for attending to the services and complaints and requirements of participants.
35. The Contractor shall provide summer and winter uniforms to his employee/ staff, failing which the Staff Training Centre, Noida may arrange to provide the same after recovering the actual expenses on uniforms from bills payable to the Contractor. The staff of the Contractor shall wear at all times, authenticated photo identity cards.
36. The Contractor shall issue appointment letters to all the persons employed by him in connection with performance of catering services, and furnish proof by submitting copies of such letters received by the employees. The appointment letter shall make clear that the concerned employee is the employee of the Contractor only and Punjab National Bank has no obligation or any relationship as to employment or otherwise whatsoever with him.
37. The Contractor's employees will be allowed entry into the premises of the Centre with the specific permission of the Training Head or any Officer authorized in this behalf. The Centre reserves the right to grant permission or to refuse permission or to withdraw it

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा

Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309

Phone No. +911202975826, Email- stc_noida@pnb.co.in

where it has been granted earlier without assigning any reasons.

38. The Contractor shall ensure that his employees attend to their assigned duties and do not wander or roam about or pose disturbance to the Staff Training Centre, Noida, its staff, guests or participants.
39. Except the employee/ personnel of the contractor who is working in the night shift, no other person deployed by the contractor be allowed to be in the Staff Training Centre, Noida premises during night or to use the Staff Training Centre, Noida for their residential purpose.
40. The contractor indemnifies the Staff Training Centre, Noida against all monetary or other benefits to which his employees/ personnel are entitled during the period of employment or in relation to employment under various Labour Laws such as Factory Act 1948, Workmen Compensation Act or other such statute as may be made applicable from time to time. He will also be required to obtain the licence(s) as per provisions of Law including contract Labour (Regulation & Abolition) Act 1970, if applicable. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labour laws applicable such as Factories Act, Industrial Dispute Act, Miscellaneous Provisions Act, Minimum Wages Act, Payment of Bonus Act, Workmen Compensation Act, and contract labour (Regulation of Employment and conditions of services) Act 1979, Employees State Insurance Act, Employees PF Act etc. and any other Act/ Legislations passed from time to time. **There shall neither be any privity of contract with employees of the contractor nor an employer - employee relationship between the Staff Training Centre, Noida and the contractor.**
41. The contractor shall be responsible for the proper behavior of all his staff (supervisory and workmen) and others and shall exercise a degree of control over them and in particular without prejudice to the said generality the contractor shall be bound to prohibit and prevent any employee (supervisory and workmen) from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupier of lands or Properties in the neighbourhood and in the event of such employees trespassing, the contractor shall be responsible for consequent claims or action for damages or injury or any other ground whatsoever. The decision of the officer authorized by the Staff Training Centre, Noida in the matter whatsoever under this clause shall be final and binding on the Contractor.
42. The Centre may provide the following facilities:
 - a) Dining Hall, Kitchen, Pantry, Store room.
 - b) Reasonable equipment (Gas range with oven, Deep Freezer, Water cooler, storage cupboard, work tables, Service counters/ service stations, Dining room furniture, Electrical and plumbing fitting in the kitchen, etc.) for use of the Contractor in the STC Noida.

Whereas Staff Training Centre, Noida would endeavour to provide these facilities, non-provision of some equipment, shall not be a cause for the contractor for providing inefficient and inadequate services. On termination of the contract, if the contractor fails to return the said equipment in good and working condition or fails to return them at all,

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा

Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309

Phone No. +911202975826, Email- stc_noida@pnb.co.in

the Staff Training Centre, Noida, has the right to get them replaced or repaired at the risk and cost of the contractor and such cost shall be appropriated from the pending bills/ security deposit or through other remedial legal measures. Repair, maintenance and upkeep etc. of all the appliances, equipment etc. will be done by the Contractor at his cost.

- c) The Staff Training Centre, Noida, will supply water and electrical power free of cost to the contractor for electrical equipment and appliances provided by it. Contractor shall not use other electrical cooking devices for the purpose of catering services without the prior approval of the Staff Training Centre, Noida.
 - d) The contractor shall pay for the fuel & power used by him for cooking purposes etc.
 - e) The Staff Training Centre, Noida, may provide a Tandoor to the contractor and the contractor will be required to provide Tandoori Roti(s) at no extra cost for lunch and dinner. The running expenses of Tandoor will be borne by the Contractor.
43. The tube lights, fixtures, bulbs, regulators, sanitary wares, water taps or any other thing will be replaced by the contractor at his cost and expenses if pilferages or damages are caused due to negligence on the part of contractor or its employee or staff. The cleaning staff must be given strict instructions to ensure that no solid waste is allowed to flow into Gutter pipes and cause choking particularly in working place and Kitchen. Standard cleaning materials of high quality must be used regularly and its buffer stock must be maintained in his store. Dining hall, place of service etc. should always be neat, clean and fresh.
 44. The contractor shall not use the Staff Training Centre, Noida, premises for any other activity except the purpose for which it has been provided for.
 45. The premises with fittings and fixtures, furniture, equipment etc. provided to the Contractor are the property of Staff Training Centre, Noida. The contractor shall have no right on any of these and shall place them back at the disposal of the Centre when demanded. The contractor shall be responsible for the safe custody and proper use and maintenance of all equipment and properties of Centre, whether movable or immovable. Any damage caused to the equipment or properties shall be made good by the contractor immediately to the Staff Training Centre, Noida without any loss of time, failing which the cost of equipment, properties etc. will be recovered from his bills or from other means as deemed fit by the Staff Training Centre, Noida. On such recovery, if security deposit gets reduced, the same has to be made good by the contractor. Failure of equipment etc. will not be an excuse for not providing service.
 46. Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demise or assignment of premises or any part thereof by the Staff Training Centre, Noida to the Contractor or his employees and the Contractor and his employees shall vacate the same on the termination of the contract period either by efflux of time or otherwise.
 47. The contractor will have to maintain permanent records of all materials, equipment etc.

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा

Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309

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supplied to him by the Staff Training Centre, Noida. At the end of each quarter and also at the end of the contract period, the contractor will prepare the list of all items held by him and show them separately in good condition, repairable, irreparable and missing and make them available for the purpose of joint verification by the authorized officer of the Staff Training Centre, Noida and the contractor. Cost of missing or damaged items shall be recovered from the contractor.

48. The contractor shall arrange for physical verification of all articles given as and when required by the Staff Training Centre, Noida.
49. The Staff Training Centre, Noida reserves the right to audit accounts of the contractor and check the stock position of the raw materials and other articles as and when desired.
50. The rates quoted by the bidder/ contractor in their tender should be inclusive of all present and future taxes, duties, cesses, labour cess, charges etc. imposed by any department/ office, local authorities, any other bodies, state govt. or central govt. and any changes in present taxes. Duties, labour cess and any other type of tax, duty, charges etc. imposed by any department/ office, local authorities, any other bodies, state govt. or central govt. to be borne by the bidder/ contractor and shall form part of the bid amount and nothing extra shall be paid/ reimbursed by the Bank. Taxes eligible for deduction at source shall be deducted at source at the specific rate as per prevailing guidelines, if applicable. The certificate in respect of TDS shall be issued by the Bank as per rule. Provided however, that the rates quoted by the bidder/ contractor are exclusive of the GST, and the bidder/ contractor shall be liable to charge the GST at appropriate rate(s) and in appropriate manner in the bills raised and pay/ remit the same to the Government as per the present or future applicable procedures/ rules.
51. If at any time from the commencement of the contract the Staff Training Centre, Noida for any reason whatsoever does not require the whole or part of the services as specified in the contract, the authorized officer of the Staff Training Centre, Noida shall give a notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from fulfilment of the contract in full but he did not derive in consequence of full contract having not been carried out. Further, the contractor shall not have any claim for compensation by the reason of any alterations having been made in the original contract.
52. In the event of sudden failure, neglect, dislocation or stoppage of the services by the contractor, the Staff Training Centre, Noida may get the work done from some other agency or department at the risk and cost of the contractor without prejudice to its rights to enforce performance in respect of the rest of the work. The contractor shall in such event, pay to the Staff Training Centre, Noida the additional cost incurred for having such work done from some other agency.
53. If for any reason, the contractor abandons the services in the Staff Training Centre, Noida without the permission of the Staff Training Centre, Noida, the authorized officer of the Staff Training Centre, Noida will be at liberty to break open the lock and make

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा

Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309

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inventory of the articles. Such an inventory shall be final and binding on the contractor for all purposes. The Staff Training Centre, Noida will also be at liberty to make alternative arrangements for provision of services in the Staff Training Centre, Noida at the risk and cost of the contractor.

54. The Contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc. relating to the contract, documents etc. to be signed or executed.
55. The Contractor shall pay a **security deposit of 3% of the contracted amount in the form of Demand Draft** to the Staff Training Centre, Noida within 3 working days of award of letter. **The Performance Security Deposit will be invested by the Bank in a fixed deposit account for the duration of the contract period** and shall not carry any interest. The Bank is not liable to pay any interest on Performance Security Deposit. The Staff Training Centre, Noida shall be entitled to adjust or appropriate the said security deposit towards loss or damage caused by the Contractor or his employees or the amount of value of shortage or breakage to any premises, equipment, appliances, items etc. entrusted to or caused to other assets of Staff Training Centre, Noida by the Contractor or his employees or any other liability of the Contractor.
56. The Contractor shall not assign or sub-contract whole or any part of this contract. In case, the Contractor assigns or sub-contracts this contract without written approval of the Staff Training Centre, Noida or in case the performance of the Contractor is found unsatisfactory or in case of contravention by the contractor of any of the terms & conditions contained herein and Schedules hereto or in case of abrupt stoppage of work by contractor or his employees for any reason, whatsoever or if at any stage, during the period of contract, or any case involving moral turpitude is filed in a court of law against the contractor or his personnel, the Staff Training Centre, Noida shall have the right to terminate the agreement without giving any notice to the Contractor. The Training Head of the Staff Training Centre, Noida shall be the sole authority to decide and judge the quality of service rendered by the Contractor and his decision will be fully binding on the Contractor.
57. **The contract shall be for a period of two years subject to review after every six months.** Contract may be renewed for a further period of one year, only if the performance is found satisfactory by the Bank.
58. The contract can be terminated without notice or by efflux of time or earlier by one month notice at the option of the Training Head, Staff Training Centre, Noida as the case may be. The contractor shall also have the option to terminate the contract after giving three months' notice to the Staff Training Centre, Noida.
59. Without prejudice to any other rights that the Training Head, Staff Training Centre, Noida may have, either under this contract or under law, may terminate the contract by giving one month notice in writing to the contractor and in such an event the contractor shall have no claim for any loss or damage against the Staff Training Centre, Noida .

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा
Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309
Phone No. +911202975826, Email- stc_noida@pnb.co.in

60. On termination of contract by the Staff Training Centre, Noida for any reason whatsoever, the Staff Training Centre, Noida shall be entitled to engage the services of any other person, agency or contractor to meet its requirement without the prejudice to its rights including claim for damages against the contractor.
61. The Staff Training Centre, Noida shall have the right to withhold reasonable sums from the amounts payable to the Contractor under this contract or the security deposit if the Contractor commits breach of any of the terms & conditions of the contract or fails to produce sufficient proof to the satisfaction of the Staff Training Centre, Noida as to payment of all statutory and other dues or compliance with any other obligations under any Act, Law, Legislation etc. relevant in the matter. The contractor shall be bound by the decision of the Staff Training Centre, Noida.
62. The contractor indemnifies the Bank with respect to any claim/ expenses/ monetary liability arising out of causes attributable to breach of the terms of the contract by the contractor or violation of any law or regulations/ rules laid under a law by the contractor or any of its employees.
63. The contractor shall make timely and legally due payment to its staff as per law of the land governing such employment. The contractor shall be solely responsible for any consequence for any violation in this regard by the contractor. Also, the contractor will keep the Bank indemnified if Bank suffers any loss/ penalties under any law for violation of any legal provision related to payment to staff hired by the contractor.
64. There will be no employer (or deemed employer) and employee relationship between the Bank and the staff of the contractor.

Signature of Contractor/Authorized person

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा
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APPLICATION FORM FOR TENDER FOR STC NOIDA CANTEEN

1.	Name of the Firm	
2.	Full Address with telephone no. & email ID	
3.	Year of Establishment	
4.	Status / Constitution of the Firm	
5.	Name/s of the Directors/ Partners/ Proprietor with telephone no. & email IDs	
6.	Name, address & Telephone / Mobile/ email ID of Contact Person(s)	
7.	Whether registered with the Registrar of Companies/ Registrar of Firms? If so, Mention number and date	
8.	Name and address of Banker(s)	
9.	Enclose solvency certificate	
10.	Whether registered for Sales Tax purpose? If so, mention number and date. (Furnish copies of Sales & Tax Clearance Certificate)	
11.	Whether assesses of Income Tax? If so, mention PAN No. (Furnish copies of Income Tax Return for FY 2016-17, 2017-18, 2018-19, 2019-20 & 2020-21)	
12.	Details of GST No (Enclose attested photocopy)	
13.	Furnish copies of Balance Sheet, Income & Expenditure and Profit & Loss Account Statements (Audited, if applicable) for the preceding five years i.e. 2016-17, 2017-18, 2018-19, 2019- 20 & 2020-21 OR Credible Evidence in support of the same	

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा
Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309
Phone No. +911202975826, Email- stc_noida@pnb.co.in

14.	Whether registered in the catering panel of other Organizations/ statutory bodies such as Govt. Dept./ PSU's/ Bank's etc. If so, furnish their names and date of registration (Enclose documentary evidence)	
15.	Detailed description of and value of catering services rendered to other organizations during last 5 years (Supported by documentary evidence)	
16.	Detailed description and value of catering services rendered for PNB, if any (enclose documentary evidence)	
17.	Specify the maximum Value of catering Service executed/ completed in a year with documentary proof	
18.	Experience with Performance Certificates (self-attested)	
19.	EPF (Regd) no. with date (enclose attested copy)	
20.	ESI (Regd) no. with date (enclose attested copy)	
21.	Furnish the names of three responsible persons who will be in a position to certify about the quality as well as performance of your organization	1. 2. 3.
22.	Avg. annual financial turnover during the last 5 years ending 31 st March of the previous year (2021-22)	
23.	Power of attorney (if applicable)	

Note: Wherever copies of any documents are to be furnished, the same should be self-certified/ Notary certified.

I/ We certify that all the details furnished above are true and correct to the best of my/ our knowledge and belief. I/ We understand that in case of furnishing of any false information or suppression of any material information, the bid shall be liable for rejection besides initiation of penal proceedings by the bank, if it deems fit.

Date:

**Signatures of Authorized signatory
Seal of the firm/ Co.**

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा
 Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309
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PROFORMA – 1

DETAILS OF OFFICES WHERE CATERING SERVICES BEING RENDERED

Sl.	Name and address of client/employer	Short description of work with year	Value (In Rs. Lakh)	Performance Certificate enclosed & its page no.
1.				
2.				
3.				
4.				
5.				
6.				

Note: Performance Certificate from the Client(s) for each work mentioned above should be enclosed (Application without submission of Performance Certificate from the previous employers is liable to be rejected summarily).

**Signatures of Authorized Signatory
 Seal of the firm/Co.**

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा
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ANNEXURE -A

DRAFT AGREEMENT

THIS AGREEMENT is made at Noida on this day of _____ Between M/S _____ having its office/ Regd. Office at _____ (hereinafter called The “**Contractor**” which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the **ONE PART** and Punjab National Bank, a body corporate constituted under Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970 having its Corporate Office at Plot no. 4, Sector 10, Dwarka New Delhi – 110075 (hereinafter called “**The Bank**” which expression shall include its successors and assigns) of the **OTHER PART**.

Whereas the bank had floated RFP inviting tenders from eligible persons, for running its Staff Training Centre, Noida canteen at B-31, Institutional Area, Sector-62, NOIDA (UP) – 201309. The contractor had also submitted tender amongst others and the tender submitted by the contractor has been emerged and declared by bank as successful. After discussions, the bank and the contractor have agreed to enter into this agreement on the terms and conditions set out hereunder.

Now, this agreement witnesses as under:-

1. This agreement shall be in force for a period of Twenty four months w.e.f..... /2022 to/2024. The agreement may be renewed for one more term of 12 months by the bank on such terms and conditions as may be mutually agreed upon by the parties. However, bank can terminate the contract at any time after giving one month's notice without assigning any reason whatsoever. In case of termination of this agreement for any reasons whatsoever, the bank shall be entitled to engage any other contractor, or make any other arrangement as it may deem fit. In case of abrupt stoppage of service by the contractor, bank will be at liberty to make alternative arrangements at the cost of the contractor.

2. The contractor has agreed to make available to trainee participants, staff & other visitors of the bank various food stuff/ articles which have been mutually agreed upon between the bank and the contractor more particularly described in Annexure-I and II, annexed to this agreement on the condition that the bank will pay to the contractor, the amount of the bill/s presented (including all applicable taxes other than GST) during the contract period to meet the cost and profit of the Contractor and expenditure the contractor may have to incur for the running of the canteen efficiently according to the well established procedures and standards to the intent and purpose that the contractor shall have no other right, claim or demand against the bank of any kind except the payment of said billed amount to meet all the contractual obligations undertaken by the contractor by virtue of and in relation to the running of the canteen by the contractor. The contractor further agrees that in no case the agreed rate as per Commercial Bid Part-II will be enhanced during the currency of the agreement. The contractor will pay wages to his workers and deposit statutory dues towards his workers from his own sources well in time and will have no right to link it with

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा

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the payment of unpaid bills by the bank with the said payments/ deposits. The contractor will ensure deposit of EPF and ESI contribution of workers on monthly basis.

3. The contractor shall obtain license under the Contract Labour (Abolition and Regulation) Act, 1970 (hereinafter referred to as the Contract Labour Act) and all other requisite licenses at his own cost from the appropriate authorities and comply with the terms and conditions of the license(s) and all the relevant and necessary provisions of the Contract Labour Act and the rules framed there under and all such other provisions of law in any enactment or otherwise laid down by any authority from time to time it being otherwise clearly understood and agreed upon that the entire responsibility for compliance there of shall always be of the contractor. In the event of the bank being held liable in any manner for any default or failure on the part of the contractor, the bank shall always be kept indemnified by the contractor in that behalf.

4. Contractor to deposit sum of **3% of tender amount within 3 working days after award of work** by way of security with the bank which will be refundable within 60 days of expiry/ termination of the contract, subject to adjustment of amounts due to the bank or on account of any statutory liability under the Contract Labour Act or such other Acts. The release of such security deposit will not prejudice the right of the bank against the contractor to get reimbursed any amount or claim that is paid or met by the bank which is otherwise payable by the contractor even after expiry of **Sixty Days** from the expiry/ termination of the contract. Security Deposit will not carry any interest.

5. It is agreed that the bank shall have the right to retain or refuse to pay the amount as mentioned in clause 4 hereinabove in full or in proportion thereof in the event of the contractor committing any breach or failure to comply with any of terms and conditions of the agreement. The bank shall be the sole judge as to any breach or failure and extent of such breach or failure committed by the contractor and the amount retainable in respect thereof and the decision of the bank in this regard shall be final and binding on the contractor.

6. Contractor agrees that he shall not sub-let/ sub-contract the benefit of this contract/ the running of canteen under this agreement. If at any point of time any sub-letting/sub-contracting is found, the contract shall be liable to be terminated at the discretion of the bank without incurring any liability on part of the bank against anybody.

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा

Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309

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7. The contractor shall have to employ the required staff at his own cost and bear all the statutory and other liabilities for running the canteen. The contractor undertakes to pay monthly wages to the workers as per the minimum wages of Govt. orders in the presence of authorized representative of the bank and also pay P.F., Bonus, Gratuity and variable Dearness Allowance under Minimum Wages Act, 1948.

8. CONTRACTOR'S RESPONSIBILITY

Contractor will ensure to provide the following:

- a) Make arrangements for supply of food items/ water etc. in the canteen as per the requirement and timing to Participants, staff and other visitors etc. as per the details given in Annexure I and II of the agreement.
- b) Proper uniform with cap, gloves and identity cards to all workers/staff of the canteen.
- c) Quarterly medical check-up of workers.
- d) Police verification of the contractor and workers/ staff.
- e) Hygiene and cleanliness of Canteen area.
- f) Deployment of staff/ workers for operation and service in staff canteen.
- g) Timely payment of wages to staffs/ workers and all statutory dues to the concerned Govt./ state agency
- h) Discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance (ESI) Act, 1948 ESI (if applicable at the Place of work –Noida, Uttar Pradesh, the Contract Labour (Regulation & Abolition) Act, 1970, the Inter-State Migrant workman (Regulation of employment & conditions of Service) Act, 1979, The Minimum Wages Act, 1928, the Payment of Wages Act, 1936, The Workmen's Compensation Act, 1923 Payment of Bonus act and other relevant Act, Rules and Regulations, instructions etc. issued/ enforced from time to time.

9. The contractor agrees to comply with all statutory provisions of law and the principles laid down in the industrial adjudication in connection with this agreement. The contractor shall always be liable to maintain all relevant and necessary records, registers etc. in respect thereof and to provide for inspection of the originals as well as the copies thereof as and when required by the bank from time to time.

10. The contractor shall employ sufficient number of workers in clean and proper uniforms, to be provided by the contractor as approved by the bank, for due and proper running of the canteen.

11. The contractor shall issue identity cards to the workers employed by him for discharging the obligations of running the canteen and shall also arrange for all other facilities for

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा

Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309

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identification of the workers employed by the contractor. Bank shall be entitled to check up the position through security staff and the contractor will allow entry and inspection by them.

12. Principal to Principal Relationship: The employees engaged by the contractor shall be deemed to be the employees of contractor only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The contractor alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other and there is no master-servant relationship between the parties. The relationship is on Principal to Principal basis. The contractor shall be responsible for payments of all statutory dues with respect to each of his personnel/ employees engaged by him to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/ contributions under any labour legislations as applicable, remain payable with respect to his personnel/ employees. The contractor and its personnel/ employees will have no claims whatsoever against the Bank with respect to payment of statutory dues/ contributions to his personnel/ employees under applicable labour legislations.

13. The contractor agrees to maintain quality standards and supply eatables of good quality and render quality services. Further, the contractor has been informed by the bank about the various other requirements. **Annexure – I and II carries specifications of food & drink items.** The contractor has fully understood the specifications mentioned in Annexure I and II and represented to the bank that he/ she has the capabilities and capacity to run the canteen on the terms and conditions agreed hereunder and on such assurance of the contractor, the bank has entered into this agreement with the contractor accordingly. Total No. of persons to be served is approximately 100. However, bank is not responsible for minimum consumption, if any.

14. It has been agreed that the bank shall provide the space and furniture for running the canteen, as may be considered necessary and proper by the bank and shall also provide electricity and other appliances as per requirement, duly assessed by bank as well as water for the purpose of the running the canteen without any charge to the contractor.

15. The contractor shall only use crockery (Porcelain) of reputed Companies like: Hindustan Potteries, Bengal Potteries and Hitkari Potteries. Contractor shall have to get the crockery items for the canteen inspected and approved from the Canteen Committee and contractor will be under obligation to put to inspection all his crockery every month before Canteen Committee or to its nominated members and the contractor has to permanently destroy the defective crockery at his own cost. Contractor shall have no claim for the crockery found defective and destroyed under this clause.

16. The contractor undertakes to use only PNG in the canteen.

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा
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17. The contractor undertakes to display the menu daily and shall neither introduce any other item in the menu without prior approval of the bank nor modify the rates, mutually agreed upon and fixed as in the schedule of rates annexed hereto.
18. The contractor shall be responsible for all damages or losses to bank property including furniture and furnishings within the premises and shall be liable to make good any such loss/ damage excepting those due to reasonable use or wear and tear as are caused by storm, earthquake or irresistible force and shall in particular on demand, pay for all panels and glasses broken in the doors and windows of the said premises.
19. The contractor shall, keep a complaint book at a conspicuous place in the canteen premises in which the complaints may be recorded, which shall be open to inspection by persons duly authorized by the bank and shall be placed before them on the first Saturday of each English calendar month or the following working day, for inspection.
20. The contractor undertakes to use only Ag-mark Ghee/ vegetable oil, specifically. Oil used will be groundnut oil/ sunflower oil/ Soya refined oil. Wheat flour, spices for preparation of eatables shall be of reputed brand. The quality of oil, rice, wheat flour, spices and other raw materials used for eatables etc. will be checked by the Canteen/Catering Committee of the bank. List of approved make of materials are given in annexure-II.
21. Size and weight including quality of various food items should be as approved by the bank.
22. The contractor shall maintain proper hygienic and sanitation standards as laid down by the bank from time to time and shall employ necessary personnel in that behalf. **The contractor will have to make his own arrangements for the cleanliness of the canteen in the kitchen as well as in the canteen hall and utensils used for cooking and serving.**
23. The contractor shall observe the timing for providing the canteen facilities subject to the right of the bank to change the said timings as and when required (Service time in the canteen will be from 6.30 AM to 10.30 PM).
24. It is agreed that the canteen facilities as required to be provided by the contractor are exclusively meant for Trainee participants, Staff members and their guests and visitors only. Contractor shall not provide canteen facilities to any other outsider or who is not the invited trainee participant or a member of the staff of the bank or guest accompanied by member of the staff.
25. It is agreed that the bank shall have the right to inspect the canteen and enter the premises of the canteen at any time for checking and ensuring the cleanliness and sanitation standard maintained therein, size and weight including quality of food preparation and for any other purpose as the bank may deem fit and proper and the

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Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309

Phone No. +911202975826, Email- stc_noida@pnb.co.in

contractor undertakes to cooperate with the bank in that respect. Staff, at STC, Noida of bank or any other person authorized for the purpose by Chief Manager STC, Noida may test and taste the food and drink items free of any charge any time any day to keep check on the quality of food and drinks being supplied. The canteen Committee members are also authorized to test and taste the food and drink items supplied by contractor and contractor will not charge for items taken for this purpose. Further, the contractor clearly understands and agrees that for any loss or damage to any person due to supply of adulterated food or drink items supplied from the canteen, contractor will be solely responsible. If the bank is called upon to pay or incur any expenditure in this connection, the bank shall have the right to be reimbursed by the contractor.

26. The contractor agrees that for defective services specified below, bank will have a right to make suitable deductions or such amount as may be decided by the Bank.

- a. Supply of defective or substandard drinking or food items.
- b. Using unapproved crockery or crockery of unhygienic condition.
- c. Insufficient supply of food items.
- d. Insufficient/ poor service.

27. DISMISSAL OF WORKMEN/ STAFF

Contractor shall, at the request of bank, immediately dismiss from works any person employed thereon by him, who may in the opinion of the bank be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of claim for compensation or damages against the bank or any of the officers or employee.

28. Contractor agrees that if its services are not found acceptable to the bank or has violated any of the terms and conditions of this agreement, the Bank shall in its own discretion can debar/ black-list the contractor and in such an event, the contractor shall be disqualified for participating in any future tenders floated by the Bank for any of its offices and subsidiaries.

29. ASSIGNMENT

The contractor shall not assign, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.

30. PAYMENT TERM

Payment of food items (as per Annexure I & II) ordered for personal consumption by the staff members or any other individual guests etc. shall be borne by the person placing the order at subsidized rates. However, for orders placed by Administrative section of STC, Noida, the same will be paid as per the agreed rate. If any item is to be procured from the market, its payment shall be made on actual basis.

31. LIMITATION OF LIABILITY

Contractor's aggregate liability under the contract shall be limited to a maximum of the contract value.

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Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309

Phone No. +911202975826, Email- stc_noida@pnb.co.in

In the following circumstances limitation of liability shall not apply and the Contractor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank:-

- 1.1 Breach of the confidentiality provisions
- 1.2 Liability for an infringement of a third party's IPR and ;
- 1.3 Employment liabilities for Contractor's staff relating to the period of their employment within **contractual period while working with purchaser Bank** and;
- 1.4 Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.
- 1.5 Any other breach caused due to the non-performance of the obligations of the Contractor under the Agreement.
- 1.6 Any liability arising from loss or damage to any person due to supply to adulterated/unhygienic food items
- 1.7 This limit shall not apply to third party claims.

32. NON DISCLOSURE CLAUSE

Contractor to ensure non-disclosure of vital information received from bank to any other party which may be detrimental to banks' interest. The vital information includes any personal information relating to the Trainees, Participants, Officers, Faculty and all other staff or other Contractors whose information may come into the knowledge or possession and also all other Business or Training related information that may come into the knowledge or possession of Contractor or his employees during the course of and owing to the providing of Services under this agreement. Contractor will be liable to the bank for any loss suffered due to non-compliance of the clause.

- The Contractor shall not, without prior written permission of the bank to which the confidential information belongs, directly or indirectly disclose or cause to be disclosed any confidential information to any third party.
- Contractor shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.
- Contractor shall take all steps as may be reasonably necessary to protect the integrity of confidential information and to ensure against any unauthorized disclosure thereof.
- That Contractor shall use the confidential information only for the purpose for which it was provided and shall not profit from the same in an unauthorized manner.

- The Contractor shall provide access to the Confidential Information to its employees only on need to know basis and such employees/ personnel shall be required to enter into a confidentiality agreement which is of no less stricter terms than this Agreement. Even if some Contractor's employee leaves the job, he will neither share any information about bank Network Security with anybody else nor he will use it for his new job. Contractor shall continue to be responsible for any such act of its ex-employee.
- Contractor shall indemnify Bank against any loss suffered by Bank due to disclosure of confidential information by employee of Contractor.
- The obligation contained in this clause shall survive after the termination of this agreement for a period of six years.

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Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309

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- Confidentiality of customer information should be maintained even after the contract expires or gets terminated.
- Confidentiality and Non-disclosure: Contractor shall not without the consent of Bank make use of any document or information coming in its way while discharging their jobs of bank except for the purpose of performance of this agreement. Contractor will keep all the data, sources and information confidential and will not disclose or release it to any other party. This clause will remain valid for a period of six years even after the termination or expiry of this agreement.

33. INDEMNITY CLAUSE

Contractor shall indemnify the bank from any loss caused to bank for non-compliance of any statutory duty by the contractor under any labour law or otherwise.

Contractor assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by the Bank by reasons of any breach of the Contractor's obligation under these general conditions or for which the Contractor has assumed responsibilities under the contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the Contractor or others in connection with the performance of any act covered by the contract. The Contractor shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank.

34. TERMINATION CLAUSE

Bank will have the right to terminate the contract/ this agreement after giving one month's advance notice including 15 days curing period to Contractor in case of unsatisfactory services, non-capable resources or non-initiation of services within 7 days of signing the contract. Decision of the Bank regarding quality of services will be binding on the Contractor.

The Bank shall have the right to terminate/ cancel the contract/ this agreement with the Contractor at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following:

- a) Excessive delay in execution of order placed by the Bank
- b) Discrepancies/ deviations in the agreed processes and/ or products
- c) Failure of Contractor to complete implementation of services within the time as specified in the RFP document
- d) Violation of terms & conditions stipulated in this RFP.
- e) Change in Bank Policy
- f) Unsatisfactory performance of complete solution
- g) In case of breach of any of the representation and warranties as mentioned in RFP
- h) Supply of items, not as per quantity and quality, defined in the tender.

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा

Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309

Phone No. +911202975826, Email- stc_noida@pnb.co.in

- i) Repeated complaints regarding poor service/improper behavior etc.
- j) Improper maintenance and cleaning of canteen area including crockery and other service tools.
- k) Non maintenance of dress code.
- l) Any other discrepancy observed by the Bank.

The Bank shall have the option to terminate the Agreement in case of breach of any of the terms and condition as set forth in the Agreement.

Notwithstanding anything contained herein above, the Bank shall have the right to terminate the Agreement without assigning any reason to the Contractor without any consequences after giving a notice period of one month.

35. SEVERABILITY

In the event any provision of this agreement is held by a Tribunal/ Court of Competent to be contrary to the law, the remaining provisions of this agreement will remain in full force and effect.

36. GOVERNING LAW AND JURISDICTION

This agreement shall be construed in accordance with the applicable laws of India. The courts at NOIDA shall have exclusive jurisdiction in any proceedings arising out of this agreement.

37. RESOLUTION OF DISPUTES:

All disputes or differences whatsoever arising between the parties out of or in relation to the contract, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws. Bank will appoint sole arbitrator in this regard and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/ Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the Courts at NOIDA. During the arbitration proceedings the contractor shall continue to work under the Contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. The venue of the arbitration shall be NOIDA.

38. FORCE MAJEURE

The Contractor or the Bank shall not be responsible for delays or non- performance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the Contractor or Bank, as the case may be and which substantially affects the performance of the obligations under the Agreement including:

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Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309

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- a) Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes, epidemics and pandemics (whether natural or man-made);
- b) Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;
- c) Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;
- d) Transportation delay due to force majeure or accidents;
- e) Strikes, lockouts and sabotages;
- f) Riots and civil commotions etc.

Provided that either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

Unless otherwise directed by the Bank in writing, the Contractor shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its' obligations under the Agreement as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event.

Provided further that in case of delay of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the Agreement and the Bank shall have the right to terminate this Agreement without giving any further notice to the Contractor. Further, Bank also reserves the right to assign the work to other Contractor without any consequences and claims

39. Contractor agrees that he/ they will abide by the terms & conditions accepted by them as per proforma of acceptance of terms & conditions including "General Information and Other Terms And Conditions" as contained in RFP. Bank may terminate the agreement as per provision of this agreement in case of any violation of any terms and condition as mentioned in RFP, by the contractor and its employees and staff, without incurring any liability on part of them or any other person.

FOR CONTRACTOR

FOR PUNJAB NATIONAL BANK

WITNESS:

1.
SIGNATURE
NAME:
ADDRESS:

2.
SIGNATURE
NAME:
ADDRESS:

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ANNEXURE –I

TENTATIVE MENU TO BE SERVED

(The quantity should be sufficient and quality should be standard)

1.	<u>Bed Tea / Coffee (Early morning)</u>																						
	Tea bag-2, Coffee Pouch-1, Milk Pouch-2, Sugar Cube-2, Biscuit (Digestive/ Fiber/ Oats) - 1 small packet (per participant per day); to be served in clean vacuum container in a tray in rooms. Electrical kettle, container and tray will be provided by the training centre.																						
2.	<u>Breakfast</u>																						
	<table border="1"> <tr> <td>a.</td> <td>Corn flakes or porridge (min-25 gram) with Milk (250 ml).</td> </tr> <tr> <td>b.</td> <td>Seasonal fresh fruits: papaya/ banana/ any other seasonal fruits (Tuesday and Thursday) (Please see point 'd' below)</td> </tr> <tr> <td>c.</td> <td>Bread toast with butter & jam</td> </tr> <tr> <td>d.</td> <td>Omelette (2 eggs) with 4 slices/ toasts with ketchup (except Tuesday and Thursday) (If the training centre decides to discontinue serving of omelette, fruit as per point 'b' above shall be served daily.</td> </tr> <tr> <td>e.</td> <td>Stuffed parathas with min. 200 gms thick curd, pickle & onion or South Indian dishes (i) Idli/ Sambhar-Vada/ Uthuppam/ Dosa) and (ii) Upma or Poorie bhaji or Poorie chana</td> </tr> <tr> <td>f.</td> <td>Tea/ coffee</td> </tr> </table> <p>The above menu may be changed according to the requirement of the participants for a particular type or batch, upto the approximate cost of regular menu.</p>	a.	Corn flakes or porridge (min-25 gram) with Milk (250 ml).	b.	Seasonal fresh fruits: papaya/ banana/ any other seasonal fruits (Tuesday and Thursday) (Please see point 'd' below)	c.	Bread toast with butter & jam	d.	Omelette (2 eggs) with 4 slices/ toasts with ketchup (except Tuesday and Thursday) (If the training centre decides to discontinue serving of omelette, fruit as per point 'b' above shall be served daily.	e.	Stuffed parathas with min. 200 gms thick curd, pickle & onion or South Indian dishes (i) Idli/ Sambhar-Vada/ Uthuppam/ Dosa) and (ii) Upma or Poorie bhaji or Poorie chana	f.	Tea/ coffee										
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f.	Tea/ coffee																						
3.	<u>Lunch & Dinner</u>																						
	<table border="1"> <tr> <td>a.</td> <td>Soup (sweet corn/ tomato/ vegetable) 150 ml.</td> </tr> <tr> <td>b.</td> <td>One non-veg item - chicken/ mutton/ fish (Monday, Wednesday & Friday) (only at lunch time)</td> </tr> <tr> <td>c.</td> <td>Egg Curry (Only on Saturday at lunch time)</td> </tr> <tr> <td>d.</td> <td>Dal (Arhar/ Chana/ Urad/ Masoor/ Moong/ Dal Makhani/ Rajmah (to be served without any repetition in a week)</td> </tr> <tr> <td>e.</td> <td>Seasonal vegetable (Dry)</td> </tr> <tr> <td>f.</td> <td>One special dish: Malai Kofta/ Navrattan Korma/ Paneer Item</td> </tr> <tr> <td>g.</td> <td>Raita / Curd</td> </tr> <tr> <td>h.</td> <td>Chapati/ Paratha / Missi Roti</td> </tr> <tr> <td>i.</td> <td>Green seasonal salad</td> </tr> <tr> <td>j.</td> <td>Papad.</td> </tr> <tr> <td>k.</td> <td>Pickle</td> </tr> </table>	a.	Soup (sweet corn/ tomato/ vegetable) 150 ml.	b.	One non-veg item - chicken/ mutton/ fish (Monday, Wednesday & Friday) (only at lunch time)	c.	Egg Curry (Only on Saturday at lunch time)	d.	Dal (Arhar/ Chana/ Urad/ Masoor/ Moong/ Dal Makhani/ Rajmah (to be served without any repetition in a week)	e.	Seasonal vegetable (Dry)	f.	One special dish: Malai Kofta/ Navrattan Korma/ Paneer Item	g.	Raita / Curd	h.	Chapati/ Paratha / Missi Roti	i.	Green seasonal salad	j.	Papad.	k.	Pickle
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 Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309
 Phone No. +911202975826, Email- stc_noida@pnb.co.in

I.	Plane Basmati Rice/ Veg. Pulav (By rotation).
m.	Dessert: Sweets (Rasmalai/ Gulab Jamun/ Jalebi/ Imarti) etc./ Ice-Cream/ Kulfi/ Kheer/ Custard/ Fruit-cream (by rotation)
	<ul style="list-style-type: none"> • For Non-veg./ egg items at point 'b' and 'c' above, if the training centre decides to discontinue their serving, the rates for lunch will be reduced by mutual consultation between centre and contractor. • Menu for each day must be approved in advance by the authorised representative from the centre, and properly displayed at the dining hall on daily basis by the contractor.

<u>Midsession services</u>
• Tea and snacks for each day
➤ 11:10 a.m. — Dip Tea/ Coffee with Biscuits
➤ 12:30 p.m.— Soup (sweet corn/ tomato/ vegetable) 150 ml
➤ 3:40 p.m. — Dip tea/ Coffee with Biscuits
➤ 5:30 p.m. — Dip tea/ coffee with biscuits/ wafers
and
100 gms veg. pakoda or one patties or one samosa or two sandwiches or poha/ Chura mator.
(Note: The Time may vary as per requirement of the Institute)
The menu for special lunch/ high tea/ dinner etc. may be decided as per the need of the occasion and rates for the same may be negotiated with the contractor as they are not the regular feature of the scope of work.

Signature of Bidder/Authorized Person

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ANNEXURE –II

LIST OF INDICATIVE / COMPARABLE BRANDS FOR ITEMS ACCEPTABLE

SR.NO.	ITEM	BRAND*
1.	Milk	Mother Dairy/ Amul/Vita/Verka
2.	Curd	Mother Dairy / Amul / Britannia
3.	Paneer	Mother Dairy / Amul / Verka /Vita
4.	Biscuits	Britannia/Parle/ ITC /Sunfeast
5.	Bread	Britannia/Harvest
6.	Butter	Mother Dairy/Amul/Britannia
7.	Jam	Kissan/Maggi/Tops
8.	Tomato Sauce/Ketchup	Kissan/Maggi/Tops
9.	Chilli Sauce/Ketchup	Kissan/Maggi/Tops
10.	Tea/Tea Bags	Taj Mahal/Tata Tetley/Twinings
11.	Coffee	Nescafe/Bru
12.	Refined Oil (Soya)	Sundrop of ITC/Sunflower/Suffola
13.	Mustard Oil	Kanodia/ Fortune/Agemark
14.	Rice	Good quality Basmati rice Kohinoor/ Lal Qila/ Elephant
15.	Sugar/Sugar cubes	Mawana / Daurala/Dhampur
16.	Atta/Maida/Besan	ITC/Rajdhani/Aashirwaad
17.	Pulses	Good Quality
18.	Spices	MDH/Everest / Catch
19.	Fruits/Vegetables	Seasonal fresh good quality
20.	Salad	Seasonal items consisting of greenfresh good quality vegetables
21.	Papad	Lijjat
22.	Pickle	Reputed good quality brands/ TOPS/ Mother's Recipe/ Kissan/ Priya
23.	Ice Cream	Mother Dairy/Kwality Walls/Amul / Vadilal
24.	Sweets & snacks	Good quality
25.	Frooti/Cold Drinks/Juice	Reputed good quality brands

* The above brands and/or brands of comparable quality to be used. In case of any objection raised, Contractor must abide by the view taken by the Centre authorities.

NOTE: - Edible oil once used for cooking etc. shall not be re-used for cooking.

Signature of Bidder / Authorized Person

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Annexure -III

LETTER FROM CONTRACTOR TO BANK

The Training Head
Punjab National Bank
Staff Training Centre, Noida
B-31, Institutional Area,
Sector 62, Noida – 201309
UP

Sir,

Reg: Our bid for Catering Services at Staff Training Centre, B-31, Institutional Area, Sector 62, Noida – 201309 UP

We submit our Bid Document herewith. We understand that:

1. You are not bound to accept the lowest or any bid received by you and you may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute required Agreement in the prescribed form, at our cost, when called upon by the Bank to do so. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
3. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
4. Contractor means the bidder who is decided and declared so after examination of commercial bids.

Date: _____

PLACE: _____

**Signature of Authorized
Signatory Name of Signatory:
Designation:
Seal of
Company**

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा
Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309

Annexure- IV

PRE QUALIFICATION FOR BIDDERS

Sl. No.	Minimum Qualification Criteria	Compliance (Yes/No)
1.	Average annual financial turnover of the bidder for the past 3 years ended 31.3.2021 must be at least Rs. 6.48 lakh. Balance Sheet & P&L a/c for past 3 FY's ended 31.03.2021 (audited, if applicable) OR Credible Evidence in support of the same	
2.	Bidder should have at least one canteen running satisfactorily at present, catering to minimum strength of 50. (Proof of same is required to be given by the bidder).	
3.	Bidder must have at least 1 year satisfactory experience of providing catering services in Govt. training institutions/PSU/Central/State Govt/Autonomous body, etc. (Certificate required) as on 28.02.2022	
4.	Bidder must possess PAN, EPF, ESI and Service Tax registration number issued by respective IT/EPF/ESI/ Service Tax offices	
5.	Bidder should not have been blacklisted in any organization i.e. the Bank/PSU/any Govt. agency in the recent past. An undertaking in this regard be furnished	

Please enclose documentary proof for all above criteria. In absence of these, bid will not be considered for further evaluation and no further Correspondence will be entertained.

Further, those bidders who have been blacklisted by any organization i.e. Bank/PSU/any Govt. agency shall not be eligible for participating in this tender.

Signature & seal of Bidder

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 Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309

Annexure- V

COMPLIANCE STATEMENT

Compliance	Description	Compliance (Yes/No)	Deviations
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of the bid).		
Technical Specification*	We certify that the services offered by us for tender conforms to the specifications stipulated by you with the following deviations:		i) ii) iii) iv)

*(If left blank it will be construed that there is no deviation from the specifications given above)

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid not submitted in proper format as per RFP.

Signature & Seal of Bidder

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा
Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309

The Training Head
Punjab National Bank
Staff Training Centre, Noida
B-31, Institutional Area,
Sector 62, Noida – 201309
UP.

Reg: Contract Labour (Regulation & Abolition) Act 1970

We confirm that we have employed _____(number) workmen only and that the Contract Labour (Regulation & Abolition) Act 1970 is not applicable to us.

Signature of Contractor/Authorized person

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा
Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309

BID SECURING DECLARATION FORM

The Training Head
Punjab National Bank
Staff Training Centre, Noida
B-31, Institutional Area,
Sector 62, Noida – 201309 (UP)

Dear Sir,

Reg: Contract for catering services at Punjab National Bank, Staff Training Centre, B-31, Institutional Area, Sector 62, Noida – 201309 UP

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification of opening of commercial bid if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing) Seal of bidder
(where appropriate)

कार्मिक प्रशिक्षण केंद्र, बी31-, इंस्टीट्यूशनल एरिया, सैक्टर62 -, नोएडा
Staff Training Centre, B-31, Institutional Area, Sector 62, Noida (UP)-201309

PART - II

COMMERCIAL BID

S. No of the tender _____/2022

Date of issue _____

Name of the party _____

The Training Head
Punjab National Bank
Staff Training Centre, Noida
B-31, Institutional area
Sector 62, Noida – 201309 (UP)

Reg: Tender for Catering at PNB STC Noida - Commercial Bid

Sir,

This has reference to your tender for catering followed by my technical bid. I have read all the terms & conditions as stipulated in the technical & L1 bids and I am ready to execute the stamped agreement as per terms & conditions given in the tender documents. I confirm that I fulfill the eligibility criteria as stipulated by you.

I offer my rates as under:

Rates of Meals as per Details at Annexure I, @ Per Person Per Meal

S. No.	ITEM	Rate in Rs.
1	Bed Tea	
2	Breakfast	
3	Mid-session dip Tea/ Coffee with biscuits	
4	Lunch (with Soup)	
5	Afternoon Tea/ Coffee with biscuits	
6	Evening snacks with Tea/ Coffee	
7	Dinner (with Soup)	
A.	Total at A (Total of items 1 to 7 above)	

For determining the amount of Commercial Bid quoted for this Tender, the Total at A (for items 1-6) will be considered. GST will be paid extra as per applicable rates as per Govt Guidelines.

We agree to abide by all the terms & conditions of this tender document.

Place:

Date:

Signature of Bidder/Authorized Person with seal