

# Central Bank of India TENDER FOR CATERING CONTRACT FOR 3 YEARS At Central Bank Officer's Training College, DD 13-18, Sector 1, Salt Lake, Kolkata-700064 Phone: 033-23218552 E-mail: priotcktrg@centralbank.co.in Tender No. CBOTCK/CSC/Catering/2024-25/01



# **INDEX**

No.	Particulars	Page No.
1	Cover Page	0
2	Index	1
3	Introduction	3
4	Bidders" Eligibility Criteria	3
5	Instructions to Bidder	3
6	Penalty Clauses	6
7	Prohibitions	7
8	Notices	7
9	Technical Bid	8
10	Undertaking by Bidder	10
11	Integrity Pact	11
12	Guidelines to Bidder	20
13	Proposed Terms and Conditions of Contract	21
14	Items of food/ beverages to be served	35
15	List of Indicative Brands	37
16	Declaration on Contract Labour Act	38
17	Commercial Bid	39



# **INTRODUCTION**

Central Bank officers' Training College is a premier training institute for in house training of Officers of Central Bank of India. Officers of the bank are trained there, and they come from all over India. Lodging and boarding facility with a well-equipped canteen is available in the campus. The College wishes to engage a catering contractor for providing fresh, tasty, nutritious, and wholesome meals from bed tea to dinner to around <u>40 persons on an average on daily basis. However the actual number may vary on higher and lower side based on situation.</u>

The tender document is available at the websites <u>www.centralbankofindia.co.in</u> for downloads and announcements.

# 1. **<u>BIDDER'S ELIGIBILITY CRITERIA</u>**:

- 1.1 Contractor with an annual revenue of more <u>than ₹ 25 lakh</u> in the last three years, and having at <u>least 5 years</u> of satisfactory experience in providing catering services in Training Institutions of Government/ PSB/ PSU institution(s) having hostel facility and where regular daily catering services are being rendered for minimum <u>of 50 participants</u> may apply.
- **1.2** The Bidder must be registered with EPF Department, ESIC Department and should have a GST registration and PAN Number. The bidder should also have a license under Contract Labour (Regulation & Abolition) Act, 1970.
- **1.3** The Bidder must submit authenticated copies of documents as evidence of satisfying eligibility conditions.
- **1.4** Solvency certificate from the bank where CD/OD account is maintained for an amount not less than Rs. 10 lakh.

# 2. INSTRUCTIONS TO BIDDER

# 2.1 <u>Definitions</u>

In this document, unless expressed explicitly otherwise, the terms `Bidder', 'Contractor', `CSC', `CBOTCK', and "College" would mean:

- a. Bidder or Contractor: The Company or firm participating and quotingin this tendering process.
- b. CSC: Catering Service Contractor
- c. College/CBOTCK: Central Bank Officers' Training College, DD 13-18, Sector 1, Salt Lake, Kolkata -700064.



# 2.2 Description of the Contract

Tender No.	CBOTCK/CSC/Catering/2024/01		
Tender Fee	₹.2,000/- (₹.Two Thousand Only)		
EMD	₹. 50,000/- (₹. Fifty Thousandonly)		
Security deposit	₹.2,00,000/-(₹.Two Lakh only)		
Estimated Turnover per annum	₹ <u>25 lacs</u> in last three financial years (2021-22, 2022-23, 2023-24).		
Period of contract	Three years from the date of awarding the Contract, subject to yearly review and may be extended further as per requirement on the basis of satisfactory performance and Services of bidder.		
Last date/time of closing of tender	11 December 2024 up to 15.00 hrs		
Due date of opening of Tender	13 December 2024 up to 15.30 hrs		
(Technical Bid only)	-		
Date of Pre Bid meeting	18 December 2024 at 15.00 hrs		
Location for Pre Bid meeting	Central Bank Officers' Training College, DD 13- 18, Sector 1, Salt Lake, Kolkata -700064,		
Address for communication/	The Principal, Central Bank Officers' Training		
submission of tender	College, DD 13-18, Sector 1, Salt Lake, Kolkata -		
	700064 Phone: 033-22318548/ Cell: 9425896166,		
	Email: cbotcktrg@centralbank.co.in		

# 2.3 <u>Bid Submission</u>

For the purpose of this tender, a two-stage bidding process will be followed by the College. The response to the present tender shall be submitted in two parts by the vendor: Part 1 containing compliance to the Terms and Conditions as mentioned in Technical Bid (Part 1 of this document), and Part 2 containing the Commercial Bid of three pages.

The bidder shall submit the Part 1 and Part 2 Portions of the Bid separately in two sealed envelopes, duly super scribed "Technical Bid" on one envelope and "Commercial Bid" on the other. Both the envelopes shall be submitted by the tenderer in a third sealed envelope super scribed "Offer for catering Contract at Central Bank Officers' Training College, Salt Lake, Kolkata".

# Note: Part 1 of the Bid shall NOT contain any pricing or commercial informationat all.

In the first stage of evaluation process, only Technical Bid (Part 1) will be opened and evaluated. Those bidders satisfying the technical requirements as determined by the College, and unconditionally acceptingall the terms and conditions stipulated in these documents shall



Central Bank Officers' Training College, KOLKATA

only be shortlisted.

In the second stage of evaluation process, the Commercial Bid (Part 2) of only those bidders that have been short listed in the first stage shall be opened.

Bids duly stamped and signed on every page, enclosed and sealed in envelops as detailed above, should be hand delivered or sent through registered or speed post/ courier to reach the addressee on or before 11 December 2024 by 15.00 hrs

The Principal,

Central Bank Officers' Training College, DD 13-18, Sector 1, Salt Lake, Kolkata -700064

The College will **NOT** return any of the bids (technical or commercial) once it has received the bids from the bidders.

A Bidder should submit only one bid. Multiple bids may lead to disqualification of all bids submitted by a bidder.

## 2.4 Earnest Money Deposit (EMD)

Each tender must be accompanied by a Non-refundable tender document fee of ₹.2000/-(₹.Two thousand only) as DD, and Earnest Money Deposit in the form of DD for ₹.50,000/-(₹.Fifty Thousand only), drawn in favour of "Central Bank Officers' Training College", and payable in Kolkata and enclosed in the "Technical Bid" envelope. EMD amount will be refunded in due course to the unsuccessful tenderers. Tenders not accompanied by Tender Fee or EMD or Exemption Certificate available to MSEs/ NSIC/KVIC registered firms shall be summarily rejected. No interest shall be payable on the Earnest Money Deposit. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned onsubmission of

Performance Bank Guarantee / security deposit.

The amount of Earnest money deposit would be forfeited in thefollowing scenarios:

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within one month of issue of contract order/ letter of intent for anyreason whatsoever; or
  - Fail To provide the security deposit within 30 days from the work order date, for any reason whatsoever.
  - To comply with any other condition precedent to signing the contract specified in the RFP documents.



# 2.5 Format and Signing of Bid

A forwarding letter listing all the documents attached, bearing an undertaking that all the terms and conditions enumerated in Tender document are read and unconditionally accepted by the bidder, along withfilled up complete Tender document duly signed in full and stamped on all pages of Part 1 (that is, except Commercial Bid) by an authorized signatory of the bidder, and the two Demand Drafts as mentioned under section 2.4 above, are required to be kept in the first envelope marked "Technical Bid", and closed and sealed. A second closed and sealed envelope super scribed "Commercial Bid" should contain Part 2 of the bid that is fully filled in and signed and sealed by the authorized signatory. Both these closed envelopes should be enclosed in a larger envelope bearing addresses of the recipient, sender, and the superscript.

# 2.6 Evaluation and comparison of Bids

Only those bids meeting the eligibility criteria and containing complete information and required documents are deemed responsive bids, and they alone will be evaluated and compared. The evaluation procedure adopted for the bids will be at the sole discretion of the College. In the event of two or more bidders havingsame commercial bid, the evaluation committee will decide on either or allof the following factors:

- Experience in providing catering to a PSB/ PSU/Govt institution having residential facility serving all meals.
- Annual turnover of the vendor.
- Site visit to an existing establishment served by the vendor.
- Extra items that can be included from the list to be given byCollege within the same price quote.

# 2.7 Acceptance or rejection of Bid

The bids submitted in response to this tender should be valid for 90 days from the date of opening of technical bid. The College reserves the right to accept or reject all or any bid at its sole discretion without assigningany reason whatsoever.

Any overwriting or correction is to be countersigned by the contractor.

The College may, at its discretion, extend the deadline for submission of Tenders/ Bids in which case all rights and obligations of the College and the Tenderer/ Bidder will remain the same. The information about extension of date will be available on the bank's websites and notice thereof will not be published in any newspaper.



# 2.8 Signing of Contract

The successful bidder shall be required to enter into a contract with the College within 15 days of the award of the tender or within such extended period as may be specified by the Principal, CBOTC, Salt Lake, Kolkata 700064. The bidder needs to intimate the College about acceptance of all the terms and conditions in the work orderthrough a letter duly signed by the authorized signatory.

# 2.9 <u>Resolution of Disputes</u>

All disputes or differences whatsoever arising between the parties out of or in relation to the catering contract, meaning and operation or effect of this Tender Document 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 as per Arbitration and Conciliation Act, 1996. For enforcement of awards or any other litigation, Court/ Tribunal in Kolkata alone will have jurisdiction.

# 3. <u>PENALTY CLAUSES</u>

CBOTCK reserves the right to terminate, and to impose penalty on the contractor varying from ₹.5,000/- to ₹.10,000/- on the following failures on the part of the contractor:

<ol> <li>Any employee/workman of contractor found in drunken condition and indulged in unacceptable conduct.</li> <li>Improper maintenance or defacement of College property</li> <li>Misbehavior with staff, trainees, or guests of the Bank at College premises.</li> <li>Not following safety and security norms as may be indicated by authorized representative of the college.</li> <li>Any insect, worm, sand, hair, nail, stone, or any other non- edible matter, found in the cooked or prepared food will attract penalty. On repeated failure twice, the College may terminate the agreement after giving a notice of seven calendar days.</li> <li>Any unhygienic condition observed during preparation/serving of food during any surprise checks by Authorized official.</li> <li>Any employee/workman of the contractor found without uniform and ID Card and/or found creating nuisance on duty.</li> <li>Not following the instructions issued by the College authorities from time to time.</li> <li>Canteen staff of the Contractor suffering from any contagious disease and continuing to work in the Canteen.</li> <li>Mixing up of non-vegetarian items with vegetarian food.</li> <li>Failure in maintaining quality standards and sufficiency of food as determined by the College authorities.</li> </ol>	puit	
<ul> <li>Misbehavior with staff, trainees, or guests of the Bank at College premises.</li> <li>Not following safety and security norms as may be indicated by authorized representative of the college.</li> <li>Any insect, worm, sand, hair, nail, stone, or any other non- edible matter, found in the cooked or prepared food will attract penalty. On repeated failure twice, the College may terminate the agreement after giving a notice of seven calendar days.</li> <li>Any unhygienic condition observed during preparation/serving of food during any surprise checks by Authorized official.</li> <li>Any employee/workman of the contractor found without uniform and ID Card and/or found creating nuisance on duty.</li> <li>Not following the instructions issued by the College authorities from time to time.</li> <li>Canteen staff of the Contractor suffering from any contagious disease and continuing to work in the Canteen.</li> <li>Mixing up of non-vegetarian items with vegetarian food.</li> <li>Failure in maintaining quality standards and sufficiency of food as</li> </ul>	1	
<ul> <li>4 Not following safety and security norms as may be indicated by authorized representative of the college.</li> <li>5 Any insect, worm, sand, hair, nail, stone, or any other non- edible matter, found in the cooked or prepared food will attract penalty. On repeated failure twice, the College may terminate the agreement after giving a notice of seven calendar days.</li> <li>6 Any unhygienic condition observed during preparation/serving of food during any surprise checks by Authorized official.</li> <li>7 Any employee/workman of the contractor found without uniform and ID Card and/or found creating nuisance on duty.</li> <li>8 Not following the instructions issued by the College authorities from time to time.</li> <li>9 Canteen staff of the Contractor suffering from any contagious disease and continuing to work in the Canteen.</li> <li>10 Mixing up of non-vegetarian items with vegetarian food.</li> <li>11 Failure in maintaining quality standards and sufficiency of food as</li> </ul>	2	Improper maintenance or defacement of College property
of the college.5Any insect, worm, sand, hair, nail, stone, or any other non- edible matter, found in the cooked or prepared food will attract penalty. On repeated failure twice, the College may terminate the agreement after giving a notice of seven calendar days.6Any unhygienic condition observed during preparation/serving of food during any surprise checks by Authorized official.7Any employee/workman of the contractor found without uniform and ID Card and/or found creating nuisance on duty.8Not following the instructions issued by the College authorities from time to time.9Canteen staff of the Contractor suffering from any contagious disease and continuing to work in the Canteen.10Mixing up of non-vegetarian items with vegetarian food.11Failure in maintaining quality standards and sufficiency of food as	3	Misbehavior with staff, trainees, or guests of the Bank at College premises.
<ul> <li>in the cooked or prepared food will attract penalty. On repeated failure twice, the College may terminate the agreement after giving a notice of seven calendar days.</li> <li>6 Any unhygienic condition observed during preparation/serving of food during any surprise checks by Authorized official.</li> <li>7 Any employee/workman of the contractor found without uniform and ID Card and/or found creating nuisance on duty.</li> <li>8 Not following the instructions issued by the College authorities from time to time.</li> <li>9 Canteen staff of the Contractor suffering from any contagious disease and continuing to work in the Canteen.</li> <li>10 Mixing up of non-vegetarian items with vegetarian food.</li> <li>11 Failure in maintaining quality standards and sufficiency of food as</li> </ul>	4	
<ul> <li>the College may terminate the agreement after giving a notice of seven calendar days.</li> <li>Any unhygienic condition observed during preparation/serving of food during any surprise checks by Authorized official.</li> <li>Any employee/workman of the contractor found without uniform and ID Card and/or found creating nuisance on duty.</li> <li>Not following the instructions issued by the College authorities from time to time.</li> <li>Canteen staff of the Contractor suffering from any contagious disease and continuing to work in the Canteen.</li> <li>Mixing up of non-vegetarian items with vegetarian food.</li> <li>Failure in maintaining quality standards and sufficiency of food as</li> </ul>	5	• • • • • • • • • • • • • • • • • • • •
<ul> <li>calendar days.</li> <li>Any unhygienic condition observed during preparation/serving of food during any surprise checks by Authorized official.</li> <li>Any employee/workman of the contractor found without uniform and ID Card and/or found creating nuisance on duty.</li> <li>Not following the instructions issued by the College authorities from time to time.</li> <li>Canteen staff of the Contractor suffering from any contagious disease and continuing to work in the Canteen.</li> <li>Mixing up of non-vegetarian items with vegetarian food.</li> <li>Failure in maintaining quality standards and sufficiency of food as</li> </ul>		in the cooked or prepared food will attract penalty. On repeated failure twice,
<ul> <li>Any unhygienic condition observed during preparation/serving of food during any surprise checks by Authorized official.</li> <li>Any employee/workman of the contractor found without uniform and ID Card and/or found creating nuisance on duty.</li> <li>Not following the instructions issued by the College authorities from time to time.</li> <li>Canteen staff of the Contractor suffering from any contagious disease and continuing to work in the Canteen.</li> <li>Mixing up of non-vegetarian items with vegetarian food.</li> <li>Failure in maintaining quality standards and sufficiency of food as</li> </ul>		the College may terminate the agreement after giving a notice of seven
<ul> <li>any surprise checks by Authorized official.</li> <li>7 Any employee/workman of the contractor found without uniform and ID Card and/or found creating nuisance on duty.</li> <li>8 Not following the instructions issued by the College authorities from time to time.</li> <li>9 Canteen staff of the Contractor suffering from any contagious disease and continuing to work in the Canteen.</li> <li>10 Mixing up of non-vegetarian items with vegetarian food.</li> <li>11 Failure in maintaining quality standards and sufficiency of food as</li> </ul>		calendar days.
<ul> <li>7 Any employee/workman of the contractor found without uniform and ID Card and/or found creating nuisance on duty.</li> <li>8 Not following the instructions issued by the College authorities from time to time.</li> <li>9 Canteen staff of the Contractor suffering from any contagious disease and continuing to work in the Canteen.</li> <li>10 Mixing up of non-vegetarian items with vegetarian food.</li> <li>11 Failure in maintaining quality standards and sufficiency of food as</li> </ul>	6	Any unhygienic condition observed during preparation/serving of food during
<ul> <li>Card and/or found creating nuisance on duty.</li> <li>8 Not following the instructions issued by the College authorities from time to time.</li> <li>9 Canteen staff of the Contractor suffering from any contagious disease and continuing to work in the Canteen.</li> <li>10 Mixing up of non-vegetarian items with vegetarian food.</li> <li>11 Failure in maintaining quality standards and sufficiency of food as</li> </ul>		any surprise checks by Authorized official.
<ul> <li>8 Not following the instructions issued by the College authorities from time to time.</li> <li>9 Canteen staff of the Contractor suffering from any contagious disease and continuing to work in the Canteen.</li> <li>10 Mixing up of non-vegetarian items with vegetarian food.</li> <li>11 Failure in maintaining quality standards and sufficiency of food as</li> </ul>	7	Any employee/workman of the contractor found without uniform and ID
time to time.9Canteen staff of the Contractor suffering from any contagious disease and continuing to work in the Canteen.10Mixing up of non-vegetarian items with vegetarian food.11Failure in maintaining quality standards and sufficiency of food as		Card and/or found creating nuisance on duty.
time to time.9Canteen staff of the Contractor suffering from any contagious disease and continuing to work in the Canteen.10Mixing up of non-vegetarian items with vegetarian food.11Failure in maintaining quality standards and sufficiency of food as	8	
continuing to work in the Canteen.10Mixing up of non-vegetarian items with vegetarian food.11Failure in maintaining quality standards and sufficiency of food as		
<ul> <li>10 Mixing up of non-vegetarian items with vegetarian food.</li> <li>11 Failure in maintaining quality standards and sufficiency of food as</li> </ul>	9	Canteen staff of the Contractor suffering from any contagious disease and
11 Failure in maintaining quality standards and sufficiency of food as		continuing to work in the Canteen.
	10	Mixing up of non-vegetarian items with vegetarian food.
	11	Failure in maintaining quality standards and sufficiency of food as



Central Bank Officers' Training College, KOLKATA

# 4. PROHIBITIONS

- a) Any product/ service, stocking or usage of which is unlawful/ illegal or deemed unlawful under any Indian law or legislation.
- b) Any product storage and usage of which may lead to orbe considered as a fire hazard, such as fire crackers, industrial explosive, combustible chemicals, etc.
- c) Storage and use of liquor and alcohol based drinks or beverages.
- d) Storage or usage of tobacco and tobacco products.
- e) Storage or use of products beyond their expiry date.

In the event of any violation observed, the College may terminate the contract giving a notice of seven calendar days.

## 5. NOTICES

Any notice given by one party to the other pursuant to this contract shall be sent in writing to the concerned Party at the addresses as mentioned in the contract. The contract is not transferable.



# **TECHNICAL BID**

1) Full Name of t	he Firm/ Compa	my:		•••••	• • • • • • • • • • • • • •	
2) Constitution w Partner/ Directors		-				
4) Telephone Fax E-mail						
5) Name(s), add Director/ Managi	-		-	tor/Mar	naging	
6) Name(s),	addresses	-				person(s)
<ol> <li>Year of Estable</li> <li>IT PAN/ TAN</li> </ol>						
9) No. of workm	en employed					
10) License No 1970,			t Labour (Re	egulatio	on &Aboli	tion) Act
11) Details of Te	ender Document	t fee/ EMD/ Exe	emption Cert	ificate		
-DD No o - DD No Favouring "Centr Kolkata Drawn on	al Bank Officer	's Training Coll	For		000/-	
12)Experience, supp	orted by duly a	uthenticated Ce	rtificate			
13) EPF No with dat ESIC No wi GST No wit	th date :					



#### Central Bank Officers' Training College, KOLKATA

(Attach authenticated proof)

14) Institution(s) where catering services are being provided on regulardaily basis for the past three years FY 2022, 2023, 2024.

15) Turnover for the past three Financial Years: (audited figures) 2021-22 2022-23 2023-24 -

16) Details of Bank Solvency Certificate: .....

Verification: I verify that all the details furnished above are true and correct to the best of my knowledge and belief. I understand that in case of furnishing of any false information or certificate/ document or suppression of any material information, the bid shall be liable for rejection besides initiation of penal proceedings by the College, if it so desires.

Contractor/ Authorized person

Compliance to all the points mentioned in technical bid shall stand for evaluation of Technical Bid portion of the bid.



# Undertaking by Bidder (To be submitted by Bidder on letter head)

The Principal, Central Bank Officers' Training College, DD 13-18, Sector 1, Salt Lake, Kolkata –700064.

We\_\_\_\_

(bidder name), hereby undertake that-

- We hereby confirm that we agree to all the RFP terms and conditions of the Tender No. CBOTCK/CSC/Catering/2024/01, its annexures, amendments made to the tender without any pre-condition. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
- We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support documents delegating this authority are attached.
- We agree that you are not bound to accept the lowest or any bid received, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
- As on date of submission of tender, we are not blacklisted by the Central Government/ any of the State Governments/ PSUs in India or anyFinancial Institution in India.
- We also undertake that, our Auditor/ Firm/ Company/ LLP or its group company/ subsidiary company/ holding company/ affiliate/ associate company/ partner is not black listed and/or banned and/or barred and/or disqualified and/or prohibited by SEBI and/or RBI and/or NCLT and/or NCLAT and/or any court of law and/or quasi-judicial authority and/or any other statutory and/or regulatory authority.
- We also undertake that, we are not insolvent, in receivership, Bankrupt, or being wound up, not having affairs administered by a court or judicial officer, not have business activities suspended and not subject to legal proceedings for any of the foregoing reasons.
- We also undertake that, we are not involved in any legal case that may affect the solvency/ existence of our firm/ company or in any other way that may affect capability to provide/ continue the services to the Bank.
- We also undertake that, we are neither the member nor the immediate family member of any of the directors of Central Bank of India.
- We confirm that all documents and annexures submitted by us towards proof of credentials as part of this tender are true and genuine and have full disclosure for self-certifying the facts and figures provided intender response documents.
- The conduct of the bank accounts of the bidder company/ firm as well as its promoter/ directors/ partner/ proprietor is satisfactory.
- The credit history of the promoter/ director/ entity is satisfactory.

Yours faithfully, Authorized Signatories

Date (Name, Designation and Seal/ stamp of the Company/ firm)



Tender Ref. No.: CBOTCK/CSC/Catering/2024/01

# **Integrity Pact**

(Each Participating bidder shall submit Integrity Pact duly stamped for ₹.500/- (₹.Five Hundred only) or as per the rates notified at place of execution of agreement. Integrity pact should be submitted by all participating bidders at the time of submission of bid documents. Non submission of Integrity Pact as per time schedule prescribed by Bank maybe sufficient ground of disqualification for participating in Bid process)

# PRE CONTRACT INTEGRITY PACT

## 1 .GENERAL

1.2. WHEREAS the USER/CLIENT proposes to ENGAGE CONTRACTOR FOR PROVIDING CATERING FACILITY AT THE COLLEGE and the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER is willing to offer/has offered the services and

1.3. WHEREAS the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER is a private company/ public company/ Government undertaking/ partnership/ LLP/ / service provider, duly constituted in accordance with the relevant law governing its formation/ incorporation/ constitution.

1.4. WHERAS the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/ Equipment/ Items/ Services proposed to be procured by the USER/CLIENT and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyondas provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/ / CONTRACTOR/ SERVICE PROVIDER liable for damages and replacement costs incurred by the USER/CLIENT.

2. NOW, THEREFORE, the USER/CLIENT and the BIDDER/ / CONTRACTOR/ SERVICE



# Central Bank Officers' Training College, KOLKATA

PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from yinfluence/ prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the USER/CLIENT to obtain the desired Stores/ Equipment/ Work/ Service/ Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER/ to refrain from bribing or indulging in any corrupt practices in order tosecure the contract, by providing assurance to them that the USER/CLIENT shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the USER/CLIENT stays committed to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

# 3. COMMITMENTS OF THE USER/CLIENT

The USER/CLIENT commits itself to the following:-

3.1. The USER/CLIENT represents that all officials of the USER/CLIENT, connected whether directly or indirectly with the procurement process are dutybound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/CONTRACTOR/ SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The USER/CLIENT will, during the pre-contract stage, treat all BIDDERS/ / CONTRACTORS/ SERVICE PROVIDERS alike, and will provide to all BIDDERS/ / CONTRACTORS/ SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/ / CONTRACTOR/ SERVICE PROVIDER which could afford an advantage to that particular BIDDER/ / CONTRACTOR/ SERVICE PROVIDER in comparison to the other BIDDER/ / CONTRACTOR/ SERVICE PROVIDERS.

3.3. The USER/CLIENT shall report to the appropriate Government Regulators/ Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER / / CONTRACTOR / SERVICE PROVIDER to the USER/CLIENT with the full and verifiable facts and the



## Central Bank Officers' Training College, KOLKATA

same is prima facie found to be correct by the USER/CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the USER/CLIENT and such a person shall he debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the USER/CLIENT, the proceedings under the contract would not be stalled.

# 4. COMMITMENTS OF BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDERS

The BIDDER/ / CONTRACTOR/ SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any precontract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

4.1. The BIDDER/ / CONTRACTOR/ SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the USER/CLIENT, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/ / CONTRACTOR/ SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the USER/CLIENT or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the USER/CLIENT or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the USER/CLIENT.

4.3. The BIDDER/ / CONTRACTOR/ SERVICE PROVIDER further confirms and declares to the USER/CLIENT that the BIDDER/ /CONTRACTOR/ SERVICE PROVIDER is the original Manufacturer/ Integrator/ Authorized government sponsored export entity of the stores/ Authorized Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/ services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any wayto recommend to the USER/CLIENT or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER/ / CONTRACTOR/ SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the USER/CLIENT or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for



such payments.

4.5. The BIDDER/ / CONTRACTOR/ SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER/ / CONTRACTOR/ SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

4.7. The BIDDER/ / CONTRACTOR/ SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on toothers, any information provided by the USER/CLIENT -as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/ / CONTRACTOR/ SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER/ / CONTRACTOR/ SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other mannerwithout supporting it with full and verifiable facts.

4.9. The BIDDER/ / CONTRACTOR/ SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

# 5. PREVIOUS TRANSGRESSION

5.1 The BIDDER/ / CONTRACTOR/ SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/ / CONTRACTOR/ SERVICE PROVIDER can be disqualified from the tender/ bid process or the contract, if already awarded, can be terminated for such reason.

# 6. EARNEST MONEY (BID SECURITY)

6.1. Every BIDDER/ / CONTRACTOR/ SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/ Tender Documents as Earnest Money/ Security, Deposit, with the USER/CLIENT-through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/ Bid Security shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/ Contract, including warranty period, whichever is later to the complete satisfaction of\_-USER/CLIENT.



6.3. In the case of successful BIDDER/ / CONTRACTOR/ SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the USER/CLIENT-to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the USER/CLIENT-to the BIDDER / / CONTRACTOR / SERVICE PROVIDER on Earnest Money/ Security Deposit for the period of its currency.

# 7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the provisions herein contained by the BIDDER// CONTRACTOR/ SERVICE PROVIDER or any one employed by it oracting on its behalf (whether with or without the knowledge of the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER shall entitle the USER/CLIENT-to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER. However, the proceedings with the other BIDDER/ / CONTRACTOR/ SERVICE PROVIDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed), as decided by the USER/CLIENT and the USER/CLIENT-shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER//CONTRACTOR/SERVICE PROVIDER.

(iv) To recover all sums already paid by the USER/CLIENT, and in case of the Indian BIDDER/ / CONTRACTOR/ SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Central Bank of India) while in case of a BIDDER/ / CONTRACTOR/ SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/ /CONTRACTOR/ SERVICE PROVIDER from the USER/CLIENT-in Connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The USER/CLIENT shall also be entitled to recover the replacement costs from BIDDER/ / CONTRACTOR/ SERVICE PROVIDER.

(v) To set off security deposit and invoke performance bond/ warranty bond, if furnished by the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER, in order to recover the payments, already made by the\_USER/CLIENT, along with interest.

(vi) To cancel all or any other contracts with the BIDDER/ / CONTRACTOR /SERVICE



PROVIDER and the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the USER/CLIENT resulting from such cancellation/ rescission and the USER/CLIENT-shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER.

(vii) To debar the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER from participating in future bidding processes of the USER/CLIENT-for a minimum period of five years, which may be further extended at the discretion of the-USER/CLIENT.

(viii) To recover all sums paid in violation of this Pact by BIDDER// CONTRACTOR/ SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the USER/CLIENT-with the BIDDER//CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of Security Deposit in case of a decision by the USER/CLIENT-to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) The BIDDER/ / CONTRACTOR/ SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the USER/CLIENT, and if he does so, the USER/CLIENT-shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER. The BIDDER/ / CONTRACTOR/ SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the USER/CLIENT resulting from such rescission and the USER/CLIENT-shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ / CONTRACTOR/ SERVICEPROVIDER.

7.2. The USER/CLIENT-will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the USER/CLIENT-to the effect that a breach of the provisions of this pact has been committed by the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER shall be final and conclusive on the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER. However, the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER. However, the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

# 8. FALL CLAUSE

8.1 The BIDDER/ / CONTRACTOR/ SERVICE PROVIDER undertakes that it has not supplied/is not



## Central Bank Officers' Training College, KOLKATA

supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/ entity whether or not constituted under any law and if it is found at any stage that similar product/systems or subsystems/ services was supplied by the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER / / CONTRACTOR/ SERVICE PROVIDER to the USER/CLIENT, if the contract has already been concluded.

## 9. INDEPENDENT EXTERNAL MONITORS

9.1. The USER/CLIENT-will appoint (if required) two independent external monitor (herein after referred as monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the USER/CLIENT. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, theywill so inform the Management of the USER/CLIENT.

9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project/ Procurement documentation of the USER/CLIENT including that provided by the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER. The BIDDER/ / CONTRACTOR/ SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access tohis documentation pertaining to the project for which the RFP/ Tender is being/ has been submitted by BIDDER/ / CONTRACTOR/ SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors with confidentiality.

9.7. The USER/CLIENT-will provide to the Monitors sufficient information about all meetings



# Central Bank Officers' Training College, KOLKATA

among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.

9.8. The Monitors will submit a written report to the USER/CLIENT-at the earliest from the date of reference or intimation to him by the USER/CLIENT/ BIDDER/ / CONTRACTOR/ SERVICE PROVIDER and submit proposals for correcting problematic situations.

#### 10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the USER/CLIENT-or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER and the BIDDER/ / CONTRACTOR/ SERVICE PROVIDER shall provide necessary information and relevant documents and shall extend all possible help for the purpose of such examination.

## 11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Kolkata.

#### 12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of anyother law in force relating to any civil or criminal proceedings.

#### 13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 3 years or such longer period as mentioned in RFP/ Contract or the complete execution of the contract to the satisfaction of the USER/CLIENT-whichever is later. In case BIDDER/ / CONTRACTOR/ SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at Kolkata on......day of ...... 2024.



BIDDER

USER/CLIENT

Signature:

Date:

Signature:

(For Authorized Signatory & On behalf of CBOTCK)

Date:

Rubber Stamp:

Authorized Signatory,

Bidder/ Contractor

(For & On behalf of the Firm/Co)

Rubber Stamp:

Witness	Witness
1	1
2	2

(\*) - Authorized signatory of the Organization who has also signed and submitted the main bid



# Guidelines to Bidder

A. Tender Document fee & Earnest Money Deposit (EMD) as stated inparagraph 2.4 of Tender must be put in the envelope of Technical Bid.

B. Integrity Pact must be executed on stamp paper and submitted.

C. Successful bidder has to execute the agreement form duly stamped, accepting all the terms and conditions mentioned therein.

D. The successful bidder has to commence the contract within 15 days of awarding the contract or as decided by the College.

E. Bidder must sign every page of this entire tender document and also sign all the documents furnished with this bid as attachments.

## Following Documents must be enclosed with the Technical Bid:-

1. Tender document fee of ₹.2000/-, and EMD of ₹.50,000/- as BankDrafts in favour of "Central Bank Officer's Training College", payable in Kolkata.

2. Authorization letter/ Power of Attorney/ Board Resolution for authorized signatory.

3. Tender document, duly stamped and signed by the tenderer on all thepages in token of unconditional acceptance of all the terms & conditions.

4. Authenticated certificate of constitution of the Firm or Company.

5. Authenticated Experience certificate(s) from the Institution(s) where catering services providing all three major meals have been/ are being provided on regular daily basis for the last two years.

6. Authenticated Documentary evidence certifying annual turnover of ₹25 Lakh in at least three financial years (2021-22, 2022-23, 2023-24).

7. Authenticated copies of the Balance Sheets and P&L account for last three financial years duly audited by a Chartered Accountant, along with Bankers' solvency certificate of 3.10.00 lakh (3. Ten lakh) only.

8. Authenticated and legible copies of registration with EPF Department, ESI Corporation, PAN Number, GST number.

9. Authenticated & legible copy of license/ registration under Contract Labour (Regulation & Abolition) Act -1970, if applicable.

10. In case registration as per Sl. No. 9 is not applicable, a letter confirming that the Contract Labour Act is not applicable as per specimen given on page 41.

11. Proof of satisfactory functioning as catering service provider for at least 5 years.



# **Proposed Terms and Conditions of Contract**

The bidder must accept all the terms & conditions mentioned below. Following points must be reproduced in the technical bid submitted by thebidder & each page must be signed by the proprietor/ partner/ authorized signatory of the bidder in token of having accepted the terms & conditions.

- 1. The Contractor shall provide daily catering services as per the requirements and satisfaction of the College from time to time as setout in Schedule I hereto.
- 2. The dining area, kitchen, storage area, dishes washing area will be kept clean (Spick & span) by the contractor at all times.
- 3. The quality of the ingredients to be used for preparation of eatables, beverages, etc. shall be of good quality and as decided by the College (as per Schedule II).
- 4. The Catering charges will be payable at the approved rates for the items served to the training participants and guests.
- 5. The Contractor shall submit bills every week along with proof of GST return in the form of GSTR-3B and GSTR-1&2 of previous month. No bill will be cleared in absence of proof of filing GST returns.
- 6. The Contractor shall not claim any extra charges when any dignitaries/ Senior Management officials along with Faculty Membersjoin the participants at tea/ lunch/ dinner, etc.
- 7. If at any time during the subsistence of the contract, the College so desires to utilize the services of the contractor for any special parties, seminars, conferences, meetings or otherwise the contractorshall arrange the same at the approved rates or on mutually agreed upon rates in case the items are outside the list of items for which rates have already been agreed to in the contract.
- 8. For all the staff members/invitees who are having meals in the canteen (Breakfast, lunch, Tea twice a day, Evening Snacks) the contractor should provide meals at subsidized cost i.e. 50% of normal rates and recover from them. All other meals will be charged as per agreed participant rates. The Drivers of the executives/Principal technician/ retainers (max 6) will be included in the staff for the purpose of subsidized meal rates.
- 9. The College agrees to pay a guaranteed payment for a minimum of 10 participants on days (excluding Saturdays, Sundays and Bank Holidays in Kolkata) when there are no or less than 10 participants in the hostel.
- 10. The contractor shall provide fresh, hygienic and filtered drinking water in the dining hall, place of service, etc. (Water Coolers with filter are installed in canteen. It should be maintained properly with at least weekly cleaning by the contractor).



## Central Bank Officers' Training College, KOLKATA

- 11. Timings of service of food and beverages and the menu as approved by the College will be displayed on the Notice Board in the dininghall by the Contractor. Timings are subject to changes as per discretion of the College authorities.
- 12. Morning Bed Tea (with sugar, and without sugar, separately) will be laid out on each floor. Breakfast, lunch and dinner will be in buffet normally to be served in the Dining Hall. Afternoon-tea, coffee, snacks, forenoon tea, coffee, snacks, will be served in the lounge near the class rooms or at such place as may be desired by the College authorities.
- 13. Appropriate meals will be served to sick persons, guests, etc. in their hostel rooms. Meals will be provided to participants who are observing fast up on timely and prior request.
- 14. Daily menu on a weekly basis will be prepared by the canteen committee of the College in consultation with the contractor and submitted in advance (by Friday evening for the following week). The items in the menu will be changed frequently to provide variety and uniform standard. The menu decided by the Canteen committee must be adhered to at all costs. Non-adherence to the menu will attract penalties to be decided at the sole discretion of the College authorities, which will be binding on the Contractor. The fruits and vegetables procured by the contractor should be of high quality and fresh fruits and vegetables to be bought on daily basis or on alternate days.
- 15. The Contractor will provide at his cost toilet soap and hand towelsfor the washing place provided in the dining halls, and places. It shall be the responsibility of the Contractor to employ sufficient staffand to provide cleansing material of best quality for the cleaning, at washing area, pantry, kitchen, dining hall, and service area.
- 16. The contractor will provide one trained waiter at College building for providing exclusive service to visiting top executives or any other time when services taken by Bank. Cleanliness and maintenance of all these areas will be the exclusive responsibility of the Contractor. The College will pay Rs 1000/- per month for this service. Contractor shall be responsible for pestcontrol or similar job to ensure that the washing area/ pantry/kitchen/ dining hall and service areas are rodent and pest-free. Any laxity in cleaning of these areas will attract severe penalties to be decided at the sole discretion of the College authorities. Also any penalty if awarded by KMC officials on this score will be borne by the contractor. (Pest control service provider will be arranged by the College).
- 17. The Contractor shall devote his full attention to the work of purchases, preparations of food and beverages, etc. and shall discharge his obligations under the contract most diligently andhonestly. A 24x7 Manager should be deployed for effectively managing the catering operations.
- 18. The contractor will engage/ arrange cooks for special items like Tandoori/ Continental/ Sweets/ Farsan items provided in Menu.



#### Central Bank Officers' Training College, KOLKATA

- 19. The contractor shall remove garbage from kitchen and dining halletc. daily at his own cost and dump/ dispose of at proper place at hiscost.
- 20. Any stale and/or rejected material (raw or cooked), shall be removed from Canteen/ College premises immediately by the Contractor and will not be used again to serve the inmates or guests in any other form or by re-cycling/ re-processing. Any such unethicalbehaviour will attract penalties to be decided by the College authorities. The contractor will be responsible in case of any Civil/ Criminal action in case of any food poisoning/ health hazard sufferedby any participant/ visitor/ staff of College and which is proved to becaused by the food served by the contractor. The opinion of the Doctor attached to the College, or any empanelled physician of either of the two Banks will only be considered as final verdict in this respect and the Contractor will keep the College authorities fully indemnified in such cases.
- 21. The Contractor shall provide very high standard cooking utensils, bone china crockery, glassware, cutlery, table linen, etc. for use of the catering at his own expenses for special occasions and functions. The table linen will be changed daily and washed & ironed at his expenses. The said items shall be of first class in quality and shall beto the full satisfaction of the College authorities, whose decision in this regard shall be final and binding on the Contractor.
- 22. The standard of cleanliness of kitchen utensils, crockery, glassware, cutlery, linen, etc. shall be of very high order and any laxity in this regard will attract severe penalties of the amount to be determined by the Principal/ Vice Principal. The Contractor shall be bound by thedecision of the Principal/ Vice Principal.
- 23. The contractor shall maintain highest standard of quality in the catering services comparable to any good quality hotel.
- 24. The contractor will submit daily statements/ reports regarding providing catering service to College Authorities.
- 25. Item-wise daily catering services provided will be entered in a register which will be maintained by the contractor. The contractor will also be required to furnish authenticated item-wise daily cateringservice provided statement to authorized officer of the College.
- 26. Any official of any agency authorized by the College or Government department, without any prior notice will check/ taste the food/ raw material/ liquids/ refrigerators/ storages to keep a check on the quality of food being prepared and supplied. The contractor will ask for authorization letter from College before allowing the checking and will facilitate such checking, but no payment will be made to theContractor in this regard.
- 27. The College 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.
- 28. 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 for at least 2



#### Central Bank Officers' Training College, KOLKATA

weeks. Failure of the contractor to maintain the required material of high quality will invite penalty up to  $\overline{1,000}$  ( $\overline{2}$ . One Thousand only) per occasion. The said penalty will be recovered from the weekly/fortnightly/monthly bills of the contractor. 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. and the same should be open for inspection at all times by College authorities.

- 29. In the event of insufficiency/ bad quality/ non-serving of any eatables agreed upon to be served, the College will be within its rights to make suitable deductions from the Contractor's bills, which will be binding on the Contractor.
- 30. The authorized officer of the College shall have unrestricted access into the premises at any time to inspect the up keep of kitchen, dining place, pantry, etc. If the authorized officer finds that the upkeep is not of good standard, then a penalty of ₹.2,000/- (₹. Two Thousand only) per instance shall be imposed on the contractor and the same will be borne by the contractor.
- 31. In case the contractor or any of his employees fails to fulfill his obligations on any day or any number of days to the satisfaction of the College authorities for any reason whatsoever, he shall pay by way of liquidated damages a sum of ₹.100/- (₹. One hundred only) per participant per day for the entire number of such days and the College shall without prejudice to its other rights and remediesbe entitled to deduct such damages from the money, if any, payable to the Contractor. The decision of the Principal/ Vice Principal in this respect will be final and fully binding on the Contractor.
- 32. All questions relating to the performance of the obligations under the contract and to the quality of ingredients (as per Schedule-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 Principal/ Vice Principal of the College, whose decision shall be final, conclusive and binding on the parties to the Contract.
- 33. 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 College from time to time.
- 34. The contractor shall comply with all municipal and other regulatory/ statutory requirements relating to preparation and sale of food stuff, beverages & refreshment and shall obtain necessary licenses & permits, including licenses under Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation & Abolition) Act, 1970 and any other applicable Central/ State/ Local authorities laws/regulations at



#### Central Bank Officers' Training College, KOLKATA

his/her own cost. CBOTCK shall not be responsible in any way for any breach by the Contractor of the rules and regulations/ statutory requirements governing the running of such establishments.

- 35. The contractor shall obtain necessary license(s) as required by the Food & Supply Department and other government authorities.
- 36. The contractor shall maintain all registers as required by the Food & Supply Department and obtain such license(s) as required for the storage of different commodities, materials, items, etc.
- 37. All the Rules & Regulations regarding hygiene, health, etc. issued by the State, Municipal Corporations, other authorities shall be strictly adhered to by the Contractor. The contractor shall also indemnify the College and keep the College indemnified against any loss or damage on this score.
- 38. 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 any authorized person of the College.
- 39. The Contractor shall engage the services of sufficient number of able, trained, efficient, neat, healthy, honest, well-behaved and skilled persons having Police Clearance, for cooking, serving and cleaning of kitchen, dining halls, wash basins, services areas at his cost. The Contractor will provide the College the list of persons employed by him with their Aadhaar Card & Police Verification report. Such employees should at all times be wearing uniform and carrying identity cards. Any replacement of employed person should be notified to the College Authorities. However, the Contractor shall deploy a minimum of 4 waiters/ serving personnel per 25 participants. For every additional group of 15 participants or part thereof the contractor shall deploy additional one waiter/ serving person. The attendants, waiters, cooks should be properly trained and shall wear smart and neat uniform (pattern to be approved by the College) with their name badges and photo identity cards. The contractor must engage appropriate number of trained cooks for providing authentic North and South Indian and continental, Tandoori, sweets, Farsan dishes.
- 40. The contractor will be responsible for the good conduct and performance on their part and the contractor shall be deemed for all legal and contractual purposes, as the employer of such persons and such persons will not have any claim for employment in the College or banks now or at any future date. In any case, the Contractor shallhave to engage the services of sufficient number of bearers, cleaners, etc. and one or more supervisors and shall engage minimum 10 employees for catering service. The contractor shallgive necessary guidance and directions to his employees to carry out the jobs assigned to them by the contractor and/or the College. The Contractor shall also be responsible for the payment of their wages and/or dues to his employees timely. Clearance of pending bills at the College cannot be an excuse for non-payment of wages to canteen staff. All liabilities arising out of violation of local Laws and/or



#### Central Bank Officers' Training College, KOLKATA

Central Laws shall be the responsibility of the contractor and he will indemnify the College. The contractor shall also furnish a detailed duty chart of his employees at the beginning of everymonth and keep informed the College office of any changes made in the list from time to time. The duty chart for the month should give specific names of the employees and the respective duties they are required to attend to. He will, on the instruction of Vice Principal/ Principal, immediately remove from work any person(s)/employee(s) who may, in the opinion of the College authorities be unsuitable or incompetent or who may misconduct himself and sucha person shall not be again employed or allowed in the work or in the campus without the prior permission of the Vice Principal.

- 41. The Contractor will ensure that his employees abide by the orders of the Principal/ Vice Principal/ Warden/ Faculty members or any other officer authorized/ empowered by the College Administration for the purpose of maintaining order and discipline.
- 42. The contractor shall appoint a Resident Manager(s)/ Supervisor(s) with good manners and with catering background who should be available round-the-clock for attending to the services and complaints and requirements of participants, visitors, guests, etc.
- 43. The Contractor shall provide uniforms to his staff failing which the College 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 uniform & authenticated photo identity cards at all times.
- 44. The Contractor shall issue appointment letters to all the persons employed by him in connection with performance of his contract for catering services, furnish proof by submitting copies of such letters received by the employees as and when demanded by the Bank. The appointment letter shall make clear that the concerned employee is the employee of the Contractor only and Central Bank Officer's Training College where catering services are rendered has no obligation or any relationship as to employment or otherwise whatsoever with him.
- 45. The Contractor's employees will be allowed entry into the premises of the College with the specific permission of the Principal or any Officer authorized in this behalf. The College reserves the right to grant permission or to refuse permission or to withdraw it where it has been granted earlier, without assigning any reasons. The Contractor shall ensure that his employees attend to their assigned duties and do not wander or roam about or pose disturbance to the College, its staff, guests or participants.
- 46. Except the personnel of the contractor working as declared by the contractor in writing at the beginning of each month, no other person will be allowed in the College during night time or to use the College for lodging purpose.
- 47. The contractor shall indemnify the College and keep the College indemnified against all monetary or other benefits to which hispersonnel are entitled to during the period of employment or in relation to employment under various Labour Laws such as Factory



#### Central Bank Officers' Training College, KOLKATA

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 license(s) as per provisions of Law including Contract Labour (Regulation & Abolition) Act, 1970 if applicable to them. 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, Employees State Insurance Act, Employees PF Act, Shops and Establishments Act, etc. and any other Act/ Legislation 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 College and the contractor.

48. The contractor shall be responsible for the proper behaviour of all hisstaff (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. Consumption of liquor inside College premises is strictly prohibited and the contractor should ensure enforcement of this rule amongst his employees. In the event of any violation such employee will be removed from the college premises. The decision of the officer authorized by the College in the matter whatsoever under this clauseshall be final and binding on the Contractor.

#### 49. The College may provide the following facilities:

- a. Dining Hall, Kitchen, Pantry, Store room, employee room for the required number of employees;
- b. Reasonable equipment (Gas range, Deep freezer, Water cooler, geysers, hot case, bottle cooler, storage cupboard, work tables, Service counters/ service stations, Crockery, cutlery, Dining room furniture, Electrical and plumbing fittings in the kitchen for use of the Contractor in the College. Whereas College would endeavour to provide these facilities, non-provision of some equipment shall not be a cause for the contractor for providing inefficient and inadequate service. On termination of the contract, if the contractor fails to return the equipment and utensils in good and working condition or fails to return at all, the College 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, upkeep, etc. of all the appliances, equipment, etc. once provided in working condition will be done by the Contractor at his cost.



# Central Bank Officers' Training College, KOLKATA

- c. The College, for electrical equipment and appliances provided by it will supply water and electrical power free of cost. Contractor shall not use other electrical cooking devices for the purpose of catering services without the prior approval of the College authorities.
- d. The contractor shall pay for the gas used by him for cooking purposes. Wood fire Tandoor for preparation of rotis and similar items will be run at their cost.
- 50. The replacement of pilferages/ damages due to negligence, of items provided by the College and also fixtures like tube lights, bulbs, regulators, sanitary wares, water taps or any other things will be done by the contractor. 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 the store. Dining hall, place of service, etc. should always be neat, clean and fresh and air-fresheners shall be used by the Contractor as per needat his cost and expense.

# 51. Sexual Harassment of women at work place

a) The contractor shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the College, the complaint will be investigated by the Internal Complaints Committee constituted by the contractor/Agency.

b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the College or any employee of any other firm working in the College shall be taken cognizance of by the Complaints Committee constituted by the respective Bank.

c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves employees of the contractor, for instance any monetary relief to College's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.

d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work placeand related issues.

e) The contractor shall provide a complete and updated list of its employees who are deployed within the College premises on aquarterly basis.

# 54. Contractor's Obligations

a) The contractor shall be responsible for the proper upkeep and maintenance of the canteen premises, furniture and fixtures. When materials supplied by the College become unserviceable and if these are to be replaced, the same would only be replaced against the return of the unserviceable materials by the Contractor: otherwise the cost of such materials shall be borne by the Contractor.

b) For any damage, breakage or loss of any equipment of property of the



#### Central Bank Officers' Training College, KOLKATA

College, the contractor shall have to make good the same at his own cost failing which the amount will be recovered from his security deposit or from other dues as payable to him by the College or otherwise.

c) The contractor shall keep a proper inventory of the items placed at his disposal by the College and the same shall be verified by the Contractor along with the representatives of the College.

d) The College reserves the right of free access through its authorized representative(s) to inspect the canteen, stores, equipment and food for ensuring their wholesomeness, cleanliness, quality and quantity at all times without any prior notice.

e) The Contractor shall keep the entire premises, utensils, crockery etc. clean, neat and hygienic. He shall use and provide at his own expenses the prescribed detergents and other requisites for this purpose. He will ensure that furniture of the canteen premises, crockery and cutlery, utensils, kitchen pantry, wash basins, lavatory, urinals and drainage system are washed and cleaned in hygienic way as directed by the Officer-in-Charge or anyother authorized representative.

f) It shall be the responsibility of the contractor to maintain the canteen and the service area on all floors clean, neat and hygienic. For the purpose, he is required to engage adequate staff.

g) The contractor shall not use or allow using the canteen premises or any part thereof for dwelling purposes and shall not allow any outsiders to loiter in and around the building without valid authority.

h) The contractor shall not use or allow to use any facility, appliances, equipment provided by the College to him for any purpose other than providing canteen services as per the College's requirements.

i) The contractor shall make regular & full payment of wages / salaries and other payments to the employees and furnish necessary proof, as and when demanded by the Officer-in-charge/ Concerned department of Central, state or local Government agencies.

j) The contractor has to obtain comprehensive accidental insurance coverage in respect of every employee employed by him and Fire/ theft/ burglary/ natural cause insurance policy for the stock/ utensils/ any other material to be used in catering work. College will not be liable in case of any damage/ loss to the contractor due to any avoidable / unavoidable circumstances for which above insurance coverage obtained.

k) The contractor shall be responsible for the compliance with applicable laws or which might become applicable, rules & regulations relating to Contract Labour (Regulations & Abolition) Act 1970, Shops & Establishment Act, Factories Act 1948, Employees Provident Funds & Misc. Provisions Act 1952, Payment of Gratuity Act 1972, Payment of Bonus Act 1965, Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen's Compensation Act 1923, ESI Act 1948 or



#### Central Bank Officers' Training College, KOLKATA

such other Acts, laws or regulations passed by the Central/ State, Municipal or Local Government, agency or authority.

1) The Contractor shall also be liable to pay P.F Contribution, leave, salary, etc. and shall be liable to observe statutory working hours.

m) Proper record shall be maintained by the Contractor with respect to the above Acts, and such other Acts as may be applicable to Contractor's working and his workmen which would be subject to check from time to time, by the Officer-in-Charge.

n) The optimum requirement of manpower in the canteen may vary from time to time for providing efficient and timely service to all, for which the contractor must at all times maintain the needed manpower on shift basis. For any increases in manpower for efficient running of the canteen services, the Contractor shall notbe entitled to additional remuneration from the College.

o) The Contractor shall maintain a register showing names and addresses of the persons engaged along with photographs and KYC documents of each person and shall produce the same for inspection on demand by Officer-in-Charge or such other personsso authorized by the College.

p) The Contractor shall ensure that all canteen employees during their working hours wear proper and clean uniform.

q) The employees of the contractor should be subjected tomedical examination twice in a year at Contractor's cost by the Medical Officer nominated by the College. The employees should be free from all communicable, contagious infections and other diseases. In the event of any employee of the contractor being found medically unfit, the contractor shall arrange to replace him. Contractor has to submit medical certificate of his employees.

r) Employees of the contractor shall be subject to such prophylactic treatment as may be prescribed by the Medical Officer nominated by the College at Contractor's cost.

s) Nothing contained herein shall be construed to create a monthly tenancy or create any such interest in favour of the Caterers or their partners/ representatives/ employees in respect of Canteen or the premises used by the Contractor in connection with or for the purpose of this agreement.

t) On termination of the agreement, the contractor shall discontinue to use and handover vacant and peaceful possession of the premises of the Canteen or other premises together with the fixtures, equipment and articles in good condition to the College.

- 55. The contractor shall not use the College premises for any other activity except the purpose for which it has been provided for.
- 56. The premises with fittings and fixtures, furniture, equipment, etc. provided to the Contractor are the property of the College. The contractor shall have no right on any of



#### Central Bank Officers' Training College, KOLKATA

these and shall place them back at the disposal of the College when demanded. The contractor shall be responsible for the safe custody and proper use and maintenance of all equipment and properties of the College, whether movable or immovable. Any damage caused to the equipment or properties shall be made good by the contractor immediately to the College 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 College. On such recovery, if security deposit gets reduced, the same has to be made good by the contractor. Failure of equipment will not be an excuse for not providing service.

- 57. Nothing contained in this contract is intended to be nor shall be construed to be a grant, demise or assignment of premises or any part thereof by the College 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.
- 58. The contractor will have to maintain permanent records of all materials, equipment, etc. supplied to him by the College. 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 College and the contractor. Cost of missing or damaged items shall be recovered from the contractor.
- 59. The contractor shall arrange for physical verification of all articles given as and when required by the College or at least once in six months.
- 60. The price/ rates quoted, agreed and accepted by the contractor in respect of services and items listed in Schedule I shall be firm and shall not be subject to any variation during the period of contract. The rates quoted shall be deemed to include and cover all costs, expenses, taxes (except GST) and liabilities of every description and all risks of every kind of action to be taken in performing the contract. The Contractor shall be deemed to have known the nature, scope, magnitude and extent of services to be rendered and materials to be procured, though the contract documents may not fully spell out all the details. The Standing Committee can consider to the extent of 5% increase in per participant catering rates after expiry of initial contract period of Three years, solely depending on the performance of the contractor. The same cannot be demandedas a right.
- 61. If at any time from the commencement of the contract the College for any reason whatsoever does not require the whole part of the services as specified in the contract, the authorized officer of the College shall inform 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.

- 62. In the event of sudden failure, neglect, dislocation or stoppage of the services by the contractor, the College 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 College the additional cost incurred for having such work done from some other agency without prejudice to any other rights that the College may have in this behalf either under this contract or under law the College may terminate the contract by 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 College.
- 63. If for any reason, the contractor abandons providing services in the College without the permission of the College the authorized officerof the College will be at liberty to break open the lock and make inventory of the articles. Such an inventory shall be final and binding on the contractor for all purposes. The College will also be at liberty to make alternate arrangements for provision of services in the College at the risk and cost of the contractor.
- 64. 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.
- 65. The Contractor shall pay a security deposit of ₹.2,00,000/- (₹.Two Lakh only) to the College prior to commencement of service under the contract. The College 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 College by the Contractor or his employees or any other liability of the Contractor. The security deposit that may be made with the College shall not carry any interest.
- 66. The contractor shall not assign or sub contract any activity in this contract. The College reserves the right to terminate the contract in case the Contractor assigns or sub-contracts this contract without written approval of the College authorities. 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, any case involving moral turpitude is instituted by any Court of law against the contractor or his personnel the College shall have the right to terminate the contract without giving any notice to the Contractor. The Principal orin his absence the Vice Principal of the College shall be the sole authority to decide and judge the quality of service rendered by the Contractor and his decision will be final and binding on the Contractor.
- 67. The contract shall be for a period of Three years. The Standing Committee may



#### Central Bank Officers' Training College, KOLKATA

consider renewing the term for another three years on mutual agreement depending on the performance of the contractor, upon execution of fresh written agreement between the parties to this effect. This cannot be demanded as a right.

- 68. The contract can be terminated without notice or by efflux of time or earlier by one month notice at the option of the College as the case may be. The contractor shall also have the option to terminate the contract after giving three months' notice to the College.
- 69. If at any stage during the period of the contract any case involving moral turpitude is instituted in court against the contractor or its personnel, the College reserves the exclusive and special right to terminate the contract without any notice to the contractor and in such event, the College may forfeit the security deposit and the contractor will not be entitled to any compensation from the College.
- 70. On termination of contract by the College for any reasonwhatsoever, the College shall be entitled to engage the services of any other person, agency or contractor to meet its requirement without prejudice to its rights including claim for damages against the contractor.
- 71. The College 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 conditions of the contract or fails to produce sufficient proof to the satisfaction of the College authorities 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 College.
- 72. Notwithstanding any other court or courts having jurisdiction to decide the question forming the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract shall lie in the court of competent civil jurisdiction in this behalf at Kolkata only (where this contract has been signed on behalf of the College) and only the said court shall have jurisdiction to entertain and try such actions and/or proceedings to the exclusion of all the other courts.
- 73. Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement anyrights or remedies hereunder.
- 74. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended thatall rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
- 75. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.
- 76. This Agreement may be signed in duplicate, each of which shall be deemed to be an



Central Bank Officers' Training College, KOLKATA

original.

We agree to all the clauses mentioned above and agree to their inclusion in the agreement/ contract to be signed with the College if we happen to be the successful bidder.

Signature of Contractor/ Authorized person (With Official Seal)



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

# 1. Bed tea/ coffee

<u>Tea/ Coffee to be kept on each floor with sufficient number of clean cups;or alternatively Tea/</u> <u>Coffee kit to be provided in the room to each trainee.</u>

# 2 **<u>Breakfast (Buffet</u>**) on all days:

- a) Milk and Cornflakes
- b) Boiled Veg/ Stir fried Veg/ Potato finger chips
- c) Eggs 2 each choice of Boiled/ Omelette/ Double fry
- d) Toasted Bread (No limit)
- e) Two items out of Stuffed paratha/ Dosa/ Uttapam/ Idli-Sambhar/Puri Bhaji/ Khasta Kachori/Poha/Upma/Chole Bhature, to be served in Buffet with no limit.
- f) Fresh seasonal fruit whole/ cut, unlimited.
- g) Amul Butter 20g chiplets, Jam, Tomato Sauce, Hot and Sweet sauce.
- h) Tea/ Coffee/ Milk.

# 3 Morning Tea/ Coffee with biscuits in College

Biscuits minimum 4 per participant. Should be of standard quality andmake like Parle/ Britannia (sweet and salted)

4 **Lunch/ Dinner on all days**: Lunch will have Veg and Non-Veg items for which details will be provided by Bank. All items will be served in Buffet without any restriction on quantity.

- a) Veg soup/ Rasam/ Lassi/ Chas/ Hot & sour soup
- b) Green salad/ papad/ Pickles
- c) Roti/ Paratha/ Missi Roti
- d) Rice-Plain/ Pulao/ Curd Rice/ Lemon Rice/ Biryani-Veg and Non veg
- e) Non Veg curry (Fish/ Mutton/ Chicken) [Egg curry will not be substitute for Non-Veg dish]
- f) Special Veg (Paneer/ Mushroom/ Malai Kofta/ Kaju Makhani/ GattaCurry etc.)
- g) Yellow Dal/ Dal Tadka/ Dal Makhani/ Rajma/ Kadi.
- h) Seasonal Vegetable curry
- i) Seasonal Vegetable Dry
- j) Curd/Raita
- k) Dessert- Fruits/ Jelly Custard/ Kheer/ Sewian/ Gulab Jamun/ Kala Jamun/ Rasmalai/ Fruit Cream/ Ice Cream/ Rasgulla/ Gajar Halwa/ Sheera/ Moong Dal Halwa
- 1) On request food for 'fasting' to be served on prior notice by the participants.



# 5. <u>Afternoon Tea/ Coffee</u>

Option of Dip tea/ prepared tea & Coffee to be served at College.

# 6. Evening Tea with snacks at college

- a) Samosa -2 small or 1big pieces, or
- b) Dhokla 2 pieces, or
- c) Dal Kachori 2 small or 1 big pieces, or
- d) Veg Cuttlet 2 pieces, or
- e) Bread Pakora 1 pieces, or
- f) Dahi Vada 2 pieces, or
- g) Mix Veg Pakora 100 gm,

## Special Menu

## 7. <u>High tea\*</u>

Dip tea/ Coffee/ Green Tea/ Coconut Water/ Fresh or Canned Juice. One sweet (Gulab Jamun/ Rasgula/ Pastry/ any other such item.

Two pieces of Cheese sandwich, Salted Cashew nuts/ Roasted Almonds-50 gm, One snack (paneer pakora/ cutlet/ samosa/ assorted pakoras/ any othersuch item) Branded Ketchup/ chutney to be provided.

\*Contractor will be informed by the College authorities when these items are required to be served, as they may be required on special occasions and on prior order.



# (SCHEDULE-II)

#### LIST OF INDICATIVE BRANDS OF ITEMS TO BE USED IN CATERING

S.No	Item to be provided	Approved Brands		
1	Milk (whole buffalo)	Amul/ Mother Dairy/ Gokul		
2	Curd	Fresh Good Quality/ Amul		
3	Paneer	Fresh Good Quality/ Amul		
4	Biscuit	Parle/ Britannia/ Sunfeast		
5	Bread	Britannia/ Wibs/ Harvest/ Modern		
6	Butter	Amul/ Britannia/ Gokul		
7	Jam	Kissan		
8	Tomato/ Hot Sauce	Maggi/ Kissan		
9	Chilly Sauce	Maggi/ Kissan		
10	Tea/ Tea Bags/ Coffee	Taj Mahal/ Lipton Yellow Label		
11	Refined Oil	Sundrop/ Fortune		
12	Mustard Oil	Kanodia/ Fortune/ Dhara Agmark brand		
13	Sugar/ Sugar Cubes	Daurala		
14	Atta/ Maida/ Besan	Harvest/ Annapurna/ Aashirvaad		
15	Pulses	Good Quality and pest-free		
16	Spices	MDH/Everest/ Reputed Agmark brand		
17	Fruits	All seasonal Fresh Good Quality		
18	Fish/ Eggs	Fish Surmai/ Katla/ Ravas/ River Fish		
		Fresh Good Quality		
19	Chicken	Zorabian/ Godrej/ Venky		
20	Mutton	Best quality Fresh		
19	Green Salad/ Vegetables	Fresh Good Quality		
20	Rice	Good Quality Basmati		
21	Pappad	Lijjat		
22	Custard/ Ice Cream	Wakefield/Amul/Kwality/Mother Dairy		
23	Sweet/ Snacks/ Farsan	Haldiram/ Kaleva/ Bikaner		
24	Pickle	Nilon/Mother"s recipe		
25	Cold Drink/ Juices	Pepsi/Fanta/Coke/Frooti/Real/Tropicana		

The above mentioned brands are suggestive. Brands of comparablerepute/ quality approved by the College committee will only be allowed.



(On CSC's letter head)

The Principal, Central Bank Officer's Training College, DD 13-18, Sector 1, Salt Lake, Kolkata - 700064.

Reg.: Contract Labour (Regulation & Abolition) Act, 1970.

We confirm that we have employed .....(number) workman only and all the employees are above the age of 18 years and that the Contract Labour (Regulation & Abolition) Act, 1970 is not applicable to us.

Signature of Contractor/ Authorized person



# PART 2

# <u>COMMERCIAL BID</u> (contains 4 pages)

The Principal, Central Bank Officer's Training College, DD 13-18, Sector 1, Salt Lake, Kolkata - 700064.

Reg: Tender for Catering - Commercial Bid Ref: Tender No.CBOTCK/CSC/Catering/2024/01

Sir,

This has reference to your tender notice for catering followed by my/ our technical bid. I/we have read all the terms & conditions as stipulated in the Tender document and I/we am/are willing to execute the contract bearing those terms and conditions on stamped agreement. I/we confirm that I/we fulfil the eligibility criteria as stipulated by you.

I/we offer my/our commercial proposal as follows: (Details are attached.)

Note: L1 will be determined on the basis of component "A" only

Signature of Contractor/ Authorized person



# **COMMERCIALS**

# **ITEMS OF FOOD, BEVERAGES ETC. TO BE SERVED**

S.No	Meal to be Provided	Rates to be Charged Per Head (all inclusive) in Rs.
2	<ul> <li>Bed Tea/ Coffee</li> <li>Tea/ Coffee kit (Four tea bags, two Coffee sachets, six sugar cubes/ sachets and Six milk sachets) will be kept in each occupied hostel room on daily basis to supplement for Morning Bed Tea</li> <li>Breakfast <ul> <li>a) Milk and cornflakes</li> <li>b) Boiled Veg/ Stir fried Veg/ Potatofinger chips/ Baked or Boiled Snack</li> <li>c) Eggs 2 each in choice of Boiled/Omelet/ Double fry</li> <li>d) Toasted Bread (No limit)</li> <li>e) Two items out of Stuffed paratha/ Dosa/ Uttapam/ Idli-Sambhar/Puri Bhaji/ Khasta Kachori/Poha/Upma/Chole</li> </ul> </li> </ul>	
3	<ul> <li>Bhature to be served in Buffet with no limit.</li> <li>f) Fresh seasonal fruit-whole/ cut, unlimited</li> <li>g) Amul Butter - 20gms chiplet/ Jam/ Tomato Sauce/ Hot-Sweet soup</li> <li>h) Tea/ Coffee/ Milk</li> </ul> Forenoon Tea/Coffee with Biscuit	
4	Lunch All days will have Veg and Non-Veg items. There shall not be segregation of days as veg-day or non-veg-day. All items will be served in Buffet without any restriction on quantity.	



#### Central Bank Officers' Training College, KOLKATA

r	Central Dank Officers Training Conege, ROLINATA			
	a) Veg Soup/ Rasam/ Lassi/ Chas/ Hot & Sour soup			
	b) Green salad/ Papad/ Pickles			
	c) Tandoori Roti, Nan/ Paratha, Missi Roti/ Tawa Roti,			
	Tawa Paratha			
	d) Rice - Plain/ Pulav/ Curd rice/ Lemonrice/ Biryani-Veg/			
	Non Veg			
	e) Non-Veg Curry (Fish/ Mutton/ Chicken) [Egg curry will			
	not be substitute for Non–Veg dish]			
	f) Special Veg (Paneer/ Mushroom/ Malai Kofta/ Kaju			
	Makhani/ Gatta Curry, etc.)			
	g) Yellow Dal/ Dal Tadka/ Dal Makhani/ Rajma/Kadi.			
	h) Seasonal Vegetable Curry			
	i) Seasonal Vegetable dry			
	j) Curd/ Raita			
	k) Dessert - Fruits/ Jelly Custard/ Kheer/ Sewian/ Gulab			
	Jamun/ Rasmalai/ Fruit Cream/ Ice Cream/ Rasgulla/			
	Gajar Halwa/ Sheera/ Moong Dal Halwa			
5	Afternoon Tea/ Coffee			
6	Evening Tea/ Snacks			
	Samosa – 2 small or 1big pieces, or Dhokla - 2 pieces, or Dal			
	Kachori - 2 small or 1 big pieces, or Veg Cuttlet - 2 pieces, or			
	Bread Pakora - 1 pieces, or Dahi Vada - 2 pieces, or Mix Veg			
	Pakora - 100 gm,			
7	Dinner (As in Lunch)			
	SUB TOTAL (A)			
	In words : Rupees			
8	High Tea*			
	Dip tea/ Green Tea/ Coffee/ Juice			
	One sweet (Gulab Jamun/ Kala Jamun/Rasgula/ Pastry/ any other such			
	item.			
	Cheese Sandwich (2 pcs), Roasted Cashewor Almonds (50 gm)			
	One snack (paneer pakora/samosa/assorted pakoras/ any other such item)			
	Ketchup/ chutney to be provided.(*Contractor will be informed by the			
	college authority's items that are required to be served, on special			
	occasions and on prior order.)			
	SUB TOTAL (B)			

Signature of Contractor/ Authorized person