



**INDIAN BANK STAFF COLLEGE
ALIPORE KOLKATA**

Indian Bank Staff College
1-A, Ronaldshay Road, Alipore,
Kolkata700027

e-mail: stc.kolkatametro@indianbank.co.in

Request For Proposal (RFP) for providing catering services (bed tea, breakfast, forenoon tea, lunch, afternoon tea, evening snacks & tea and dinner) at Indian Bank Staff College, 1-A,Ronaldshay Road, Alipore, Kolkata 700027 on per person per day basis.

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PART-I

Technical Bid

1. Invitation for Tender Offers(Bids)

A) Indian Bank invites sealed tender offers in two part (Part-I &Part-II)from reputed Kolkata based vendors doing catering / hotel / food supply for providing catering services at Indian **Bank Staff College, 1-A,Ronaldshay Road, Alipore, Kolkata 700027** on the basis of per person per day.

A complete set of tender documents to be downloaded by the eligible tenderers from the website www.indianbank.in

B)

<u>Tender Reference</u>	KMSCT/KOL/2021-22/01/dated 6 th April,2022
Bid	Offer to provide catering services (bed tea, breakfast, forenoon tea, lunch, afternoon tea, evening snacks & tea and dinner) at Indian Bank Staff College, 1-A, Ronaldshay Road, Alipore, Kolkata 700027 on the basis of per person per day.
Advertisement in News Papers and Bank's website on	6 th April 2022
Pre-bid meeting	6 th April 2022
Bid document download starts on	6 th April 2022
Bid Submission starts on	6 th April 2022
Last Date &Time for Submission of Technical and financial bids.	21 st April, 2022 upto 3:00 pm at IndianBankStaff College,1-A, Ronaldshay Road, Alipore, Kolkata700027
Amount of Earnest Money to be deposited along with the tender:	Rs.25,000/-(Rupees twenty five Thousand only) payable by crossed Demand Draft / Pay Order drawn in favour of "Indian Bank" and payable at Kolkata. The Earnest Money Deposited by unsuccessful bidders will be refunded without any interest thereon after due acceptance of the award of contract and deposit of performance security deposit by the successful bidder. The Earnest Money Deposited by successful bidder will be forfeited if the successful bidder backs out.



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Submission of Bids	<p>The bidders shall bid in a sealed cover (technical and financial bids in separate sealed covers put in a single sealed cover). The envelope containing technical bid shall be super scribed as “Technical Bid” for catering Services at Indian Bank Staff College, Kolkata and the financial bid as “Financial Bid” for catering Services at Indian Bank Staff College, Kolkata giving break up for bed tea, breakfast, forenoon tea, lunch, afternoon tea, evening snacks & tea and dinner. The sealed cover containing Technical and Financial Bids shall be super scribed as response against Indian Bank Staff College, Kolkata RFP dated 06.04.2022.</p> <p>Complete address and contact number must be given on all the sealed envelopes.</p> <p>The Bid shall be addressed to:</p> <p>Assistant General Manager and Principal Indian Bank Staff College, 1-A, Ronaldshay Road, Alipore, Kolkata – 700027</p> <p>The bids shall be dropped in the designated tender box kept at the above address.</p>
Date and Time of Opening of Technical Bid i.e Part-I	22 nd April, 2022 at 3.30 pm at IndianBankStaff College, 1-A, Ronaldshay Road, Alipore, Kolkata -700027
Date of Opening of Financial Bid	Part-II (financial bid) of tender document will be opened for those vendors only who will qualify for Part-I (technical bid) of Tender On 22.04.2022
Validity of Tenders	15(fifteen) days from the date of opening.
Address for Communication	AGM and Principal, Indian Bank Staff College, 1-A, Ronaldshay Road, Alipore, Kolkata -700027
Contact Number of Bank	033-24794578 e-mail: stc.kolkatametro@indianbank.co.in

2. General Instructions to the Bidders

- Information relating to selection of bidders to participate in Price Bid, name of L-1 bidders etc. will be given in Bank’s website only. No separate newspaper notification will be issued in this regard.
- Technical bids will be opened in the presence of the vendor’s representatives who may choose to attend on the date and time specified above.
- Fax and e-mail tenders / offers will not be accepted.
- Bank reserves the right to accept / reject in part or full any or all offers without assigning any reason whatsoever and without any cost or compensation there for. Any decision of Indian Bank in this regard shall be final, conclusive and binding on the Offer/Tender.

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- e. If a holiday is declared on the date mentioned above, the bids shall be received /opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.
- f. The term "Bid"& "Quote/Quotation" bears the same meaning in this RFP. This tender document is the property of Indian Bank & is not transferable.
- g. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

3. Eligibility conditions:

- a) The bidder must have minimum 3 years experience in providing catering services to an organization using minimum 50 meals (Lunch) per day to officer / executive level or they should have experience in executing similar types of work of minimum value of Rs.1 Lakh per month in a single work order in reputed Pvt/Semi-Govt /Govt Organization in last three years ending last day of the month previous to the one in which applications are invited.
- b) The bidder must be a Proprietorship / Registered Partnership Firm or a Limited Company having its Registered Office or its Branch / Office in Kolkata.
- c) The bidder must have necessary license(s) / permit / sanction from the respective authority(ies) in respect of providing catering services, in Kolkata.
- d) Agency should have GST Registration and PAN card.
- e) The bidder has to submit letter of satisfaction for providing catering service from the previous employer.

4. PROPOSED MENU CHART FOR CATERING ARRANGEMENT at Indian Bank Staff College, 1-A, Ronaldshay Road, Alipore, Kolkata 700027

- a) **Bed Tea /Coffee: to be served in the rooms between 6.00 am and 6.30 am.**

Specification: One cup Dip tea (Tajmahal or similar quality) coffee (2 gram instant coffee sachet) with two good quality biscuits like Britannia. Bed Tea / Coffee in small flasks or electric kettle with tea bag / coffee pouch / sugar cubes to be provided in the morning to the participants in the hostel rooms.

- b) **Breakfast: to be served in dining hall between 8.00 am and 9.00 am.**

- i) Cornflakes / Dalia 40 gm with undiluted Milk 250 ml
- ii) 4 Large Slices/ Toasts with Butter sachet and Jam, 2 Eggs to order (Non Vegetarian) / 2 Vegetable cutlet(Vegetarian)

OR

2 Stuffed Parathas and Thick Curd 200 gms / 6 Puris and Sabji, with branded sauce and pickle.

OR

South Indian Dishes

(4 Idlies / 4 vadas / 2 Uttapams / 2 doshas with Sambar & Chatni)

- iii) 1 Seasonal Fruit (banana/apple/orange/mango)/ Fruit Juice,
- iv) Tea/Coffee



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- c) **Forenoon tea / coffee: Between 11.15 am and 11.45 am to be served in the dining hall or in the classroom as per instruction.**

One cup Dip tea (Tajmahal or similar quality) coffee (2 gram instant coffee sachet)
With one / two biscuits of standard quality.

- d) **Lunch: Between 2.00 pm and 3.00 pm to be served in dining hall.**

Lunch : Vegetarian:

1. Appetizer/Soup, 2. Rice/Pulao /Veg. Biryani/Fried Rice, 3. Nan / Chapati / Tandoori Roti / Puri, 4. Dal-50 gms. (Arhar/Mung/Chana) 5. Vegetable Dishes two varieties, 6. One Special Dish with Paneer/Mushroom/Malai Kofta/Seasonal Vegetable (125 gms.) 7. Thick curd (100 gms.), 8. Pickle, 9. Papad, 10. Sweet dish (50 gms.) / Seasonal fruits(150 gms.) / Ice-cream small cup (Amul/Kwality/Mother Dairy or equivalent quality) and 11. Vegetable Salad.

Lunch : Non-Vegetarian :

1. Appetiser / Soup, 2. Rice / Pulao /Veg. Biryani/ Fried Rice, 3. Nan / Chapati / Tandoori Roti / Puri, 4. Dal-50 gms. (Arhar/Mung/Chana) 5. Vegetable Dishes Two varieties, 6. Non-Veg dish with Fish/Mutton/Chicken(100 gms.) /Egg curry(two eggs), 7. Thick curd (100 gms.), 8. Pickle, 9. Papad, 10. Sweet dish (50 gms.) /Seasonal fruits (150 gms.) / Ice-cream small cup (Amul/Kwality/Mother Dairy or equivalent quality) and 11. Vegetable Salad.

(at least one vegetable dish out of vegetable curry / fry should be prepared without potato).

Special food to be served to the diabetics and fasting persons as per their requirement.

- e) **Afternoon tea/coffee: Between 4.15 pm and 4.45 pm to be served in the dining hall or in the classroom as per instruction.**

One cup Dip tea (Tajmahal or similar quality) coffee (2 gram instant coffee sachet) with on two biscuits of standard quality.

- f) **Evening snacks & tea/Coffee: Between 5.30 pm and 6.30 pm. to be served in the dining hall or in the classroom as per instruction.**

One cup dip tea (Tajmahal or similar quality) coffee (2 gram instant coffee sachet) with two samosas (standard sized) or two cutlets or one piece good quality cake or six pieces pakodas or two pieces dal-bada or two pieces aloo bonda or two pieces sandwiches with chutney.

- g) **Dinner: Between 8.00 pm and 9.30 pm to be served in dining hall.**

1. Appetiser/Soup, 2. Rice/Pulao /Veg. Biryani/Fried Rice, 3. Nan / Chapati / Tandoori Roti / Puri, 4. Dal-50 gms. (Arhar/Mung/Chana) 5. Vegetable Dish One variety, 6. One Special Veg. Dish with Paneer/Mushroom/Malai Kofta/ Seasonal Vegetable (125 gms.) 7. Thick curd (100 gms.), 8. Pickle, 9. Papad, 10. Two rasagolla or two gulab jamuns or two sandesh/ Seasonal fruits(150 gms.) / Ice-cream small cup (Amul/Kwality/Mother Dairy or equivalent quality) and 11. Vegetable Salad.

(at least one vegetable dish out of vegetable curry / fry would be prepared without potato).

NonVeg: Fish 150 gram / chicken 150 gram. Fish to be served four days in a week, chicken three days in a week. Egg curry shall be an alternative non-veg dish.

Special food to be served to the diabetics and fasting persons as per their requirement.

- h) Special food for the residents and participants to be served for lunch on Fridays in the overall rate quoted. Suggested menu:
Roomali roti/puri, vegetable and chicken biryani, vegetable cutlet, dahi-bada, veg Manchurian mixed vegetable, fish fry/chicken Manchurian (150 gram) raita, chutney(pudina/dhaniya) ice-cream/hot gulab jamun(2pieces)Egg curry shall be an alternative non-veg dish.

Only packed and sealed spices / sauces / condiments/ pickles / milk / butter etc. with Agmark /Food quality certified to be used viz.:

- Spices : Catch/MDH/ Everest / Ashok / Cookme/ Sunrise or its equivalent
- Papad : Lijjat or its equivalent
- Butter : Amul / Britannia/Mother Dairy or its equivalent
- Ghee : Amul, Aneek, Patanjali or its equivalent.
- Atta : Whole wheat atta - Pillsbury, Patanjali, Kissan, Ashirwad, Annapurna, Shaktibhog, Golden Harvest, Ganesh or its equivalent.
- Biscuit : Britannia / Parle/Just Baked/Bisk Farm or its equivalent
- Milk and Paneer : Amul / Mother Dairy/ Britannia or its equivalent.
- Cooking medium: Double filtered Engine/Saffola/Patanjali Mustard Oil/ Sundrop/Fortune Sun Flower Oil or its equivalent.(Mustard Oil & refined oil only)
- Bread : Britannia / Modern/Metro or its equivalent
- Sauces / Pickles : Kissan / Maggi / Tops/Mother's Choice or its equivalent.
- Ice-cream : Amul/ Kwality/Mother Dairy or its equivalent

The quality of ingredients should be of high standard and branded and hygiene of food must be ensured. The Staff College will be at liberty to check the standard & quality of supplies at any time. The contractor has to stick to the specifications mentioned as above.

UNLESS OTHERWISE STATED ALL ITEMS FOR LUNCH AND DINNER ARE UNLIMITED.

MENU GIVEN ABOVE IS SUBJECT TO CHANGE AS PER THE DISCRETION OF THE BANK WITHIN AGREED RATE.

5. Terms and Conditions:

General Terms & Conditions:

1. An agreement shall be signed with the successful bidder in consonance with the terms and conditions. It is clearly understood by both the parties that this agreement is a commercial agreement and not one creating any employment or any rights of the workplace provided under invitation to offer service through outsourcing. Names of the cooks, helpers and supervisor along with their KYC documents shall be given to the Admin Officer of the Bank and any change shall be immediately brought to his notice.



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2. In case, the rates quoted by two or more bidders are the same, then sealed Price Bids will be obtained from these bidders for revised prices which will be opened ONLY in their presence to determine the lowest bidder.
3. The Bank may assign Tea/Coffee/ tiffin /packed lunch/dinner service with items as specified in the tender document to its executives (2-5Nos.) at its Executive suite /Guest House located in Ground Floor of the College premises and the vendor will have to serve lunch to the said officer / guest of the Bank.
4. The caterer shall arrange hygiene cooking, proper handling by cook / catering staff and efficient, neat and clean service. The serving area is to be cleaned by catering staff after every meal and garbage to be taken out to Municipal Corporation garbage bin.
5. Service persons engaged by the caterer should wear neat and clean uniform, gloves, and caps while serving and should have adequate experience in serving food following proper etiquette and courtesy. The Contractor shall provide summer and winter uniforms, shoes, caps, etc. to his staff engaged for the services, as per Bank's specification at his/her own cost and expenses and all the staff will wear the same in clean condition while on duty. The contractor shall further ensure that the Waiters are in Uniform whenever in service and in case of default in this regard, a penalty of Rs.50/- per occasion, per employee, would be imposed on the contractor.
6. All staff including supervising staff of the Caterer should be double vaccinated with COVID-19 vaccines and follow all the COVID-19 protocol like wearing proper masks, maintaining frequent hand hygiene by washing with soap/liquid sanitiser and maintaining Social distancing or all such measures as notified/modified from time to time by Central/sate Govt., bank and other / statutory bodies.
7. Proper Cleaning and housekeeping of kitchen and dining area; cleaning of tables /utensils, arrangement of cutlery, kitchen equipment, furniture and related fixtures shall be the sole responsibility of the caterer. Highest level of hygiene must be maintained in the kitchen, staff toilet with provision for liquid soap, towels, phenyl, room freshner etc.
8. It is mandatory to engage at least one helper per 25 residents and sufficient number of cooks for preparing meals. A supervisor must be present per shift for quality control and maintenance of hygiene. The caterer shall be responsible for hygienic storage of raw materials.
9. Cooked food shall not be taken out of the premises without prior permission of the Bank.
10. The successful bidder or his authorized representative shall attend meetings of the catering committee of the Bank failing which a penalty will be imposed.
11. Caterer should maintain a complaint and suggestion register and every complaint should be responded within 3 days by taking corrective measures in consultation with the bank.



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12. The staff engaged by the successful bidder shall be solely under his/her employment and Bank will be under no obligation in this regard. Further, the successful bidder will be responsible for any act of omission & commission, misbehavior on the part of his employees / staff. The employees / staff of the successful bidder will not be regarded as employees of Bank. The successful bidder will pay wages to his employees as per minimum wages guidelines of the government. Proof of payment of wages to the employees with their signature/thumb impression duly certified by the caterer is to be submitted on monthly basis without which payment of bills would not be released.
 13. The medium of cooking will be Double refined mustard oil and vegetable oil or any other cooking material which may be approved by Bank from time to time.
 14. The caterer will use all raw materials of best quality available in the market and in case it is found that a service or an item is substandard, the Bank will be at liberty not to make any payment for entire service or make proportionate deduction from the bills at its sole discretion.
 15. Bank will, in consumers' interest, have the right to decide and prescribe varieties and brands of various materials to be used in cooking and other preparations.
 16. The items such as crockery, cutlery, utensils, plates, napkins and table covers etc. will be arranged by the caterer and should be in adequate number and of quality acceptable to Bank. Replacement due to loss and breakage of crockery, cutlery, utensils etc. will be caterer's responsibility.
 17. The caterer shall provide catering services as per menu given in the tender document.
 18. The billing would be made every month strictly on the basis of food actually served.
 19. If, at any point of time, it is found that the standard of cleanness and quality of food served is not maintained, the services of the caterer will be discontinued after giving a month's notice by Bank.
 20. The catering agreement can be terminated by giving 90 days' notice by the caterer or 30 days notice by the Bank.
 21. Bidder shall deposit in form of Pay Order / DD in favour of Indian Bank payable at Kolkata, sum of Rs.25,000/- (Rs. twenty-five thousand only) as earnest money along with his quoted rates. The amount will be refunded without interest in case the contract is not awarded to the bidder.
 22. The successful bidder shall have to deposit an amount of Rs.2,00,000/- (Rupees two lac only) with the bank as a performance guarantee deposit within 15 days of opening of quotation/award of contract whichever is later. If the successful bidder fails either to perform the contract or to give three month' notice of termination of contract or breaches any terms and conditions the bank reserve the right to forfeit the performance guarantee deposit.
 23. The successful bidder has to execute an agreement with the bank on non-judicial stamp paper of adequate value as per draft of agreement provided by the bank within 15 days from the date of award of contract. Stamp duty would be borne by the successful bidder.
 24. The bank reserves the right to reject / not to accept any quotation without assigning any reason thereof at any stage.

25. In case of clarification of any matter, the decision of the bank shall be final and binding on the caterer.
26. In case of failure to serve catering service on any given day(s) by the caterer double the expenses incurred by the Bank for making alternate arrangements will have to be borne by the caterer and that shall be deducted from the successful bidder's bills. Bank's decision in this regard will be final.
27. The contract agreement would be for a minimum period of 2 years and subsequently, may be renewed subject to satisfactory performance at the bank's discretion.
28. In case of any further clarification the bidder may contact Indian Bank Staff College thru e mail at stc.kolkatametro@indianbank.co.in
29. Tender would be accepted only when the following conditions are satisfied
- (a) The sealed bids (Technical and Financial in separate envelopes put in a single envelope) reaches the college within prescribed period of time. The sealed cover containing Technical and Financial Bids shall be superscribed as response against Indian Bank Staff College, Kolkata RFP dated.....03.2022.
- (b) The total rate quoted per day along with bifurcation for bed tea, breakfast, forenoon tea, lunch, evening snacks/coffee, dinner should be clearly stated and should confirm to the following stipulations:
- Breakfast 15% of the total rate payable per day
Lunch 40% of the total rate payable per day
Dinner 35% of the total rate payable per day
Bed tea / coffee and snacks 10% of the total amount payable per day.
30. The bidder participating in this tender process should have at least three years of experience in providing catering services to at least 50 persons on daily basis.
31. Quotations not submitted in the prescribed form and stipulation shall be summarily rejected.
32. Maximum rate for the entire service should not exceed Rs.254/- (Rs Two hundred fifty four only)
33. If during the programme, the number of participants is less than the nominated one, the Staff College will not pay the Contractor any extra charges. However, the Contractor will be reimbursed meals for minimum 10 trainees in case the attendance at any meal during the training programme is less than 10.
34. The Contractor shall bear all taxes, rates, charges, fees, levies or claims, whatsoever, as may be imposed by the State, Central Government or any local body or authority.
35. The Contractor shall furnish such proof of payment of compliance or the obligations including registration certificates, receipts, licenses, clearance certificates etc. as may be required by the Staff College Kolkata from time to time.
36. The Staff College shall in no way be concerned or responsible for the welfare of the employees employed by the contractor and the contractor shall be solely responsible for the welfare of his employees as per the various Govt. acts & regulations, whether Central or State, that shall be applicable to him from time to time. The Contractor shall keep the Bank indemnified against all the claims and liabilities.

37. The Contractor shall devote his full attention to the work of purchases, preparations, supply and service of food and beverages to the participants and shall discharge his duties / obligations under this agreement most diligently and honestly.
38. The contractor shall engage the services of sufficient number of only able, efficient, healthy, honest and well behaved competent staff as may be required for cooking, catering, cleaning of store room, kitchen, dining hall etc. at his own cost and responsibility in the conduct of catering services. They shall be considered, for all legal and other purposes, as the employees of the contractor. The catering staff must be provided with identity cards by the contractor at his own cost. The catering staff having identity cards issued/authorized by the contractor will only be allowed to enter the Staff College premises.
39. The Contractor shall comply with all the provisions and extant rules of the Govt. of West Bengal, Employees Insurance Act, 1948; the employees Provident Fund Act, 1952; the contract labour (Regulation & Abolition) Act, 1970 and the rules there under, and pay salary, allowances, compensation, etc. to his employees as per extant rules/Laws including Minimum Wages/Bonus/PF etc. and any other acts/rules that may be applicable from time to time and he shall keep Staff College indemnified against all liabilities and responsibilities for his non-compliance of any of the provisions of the said acts & schemes and in particular, laws governing employer/employee in respect of the staff engaged by the Contractor. The Contractor shall get necessary license at his end and maintain record/registers of it for checking/inspection by any appropriate Govt. Agency, Inspector, Bank Officials, or any Authority as and when required and shall submit returns & shall pay contributions in accordance with the said acts in respect of the employees employed for operating the canteen. The Bank will not be responsible for payment of anything to the employees of the Caterer /Contractor.
40. In case of any tender where unit rate of any item/ items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
41. In the event of any injury to the contractor's employee/s arising out of and in the course of employment, the contractor shall at all times keep the Bank effectually indemnified against all liabilities towards his employees under the workmen's Compensation Act / or applicable laws in force from time to time.
42. In case the Contractor or any of his employees fails to fulfill his/their obligation for any day or any number of days to the satisfaction of the Staff College for any reason whatsoever, the Contractor shall pay by way of liquidated damages to be decided by the Bank for the entire number of such days and the Staff College shall without prejudice to its other rights and remedies, shall be entitled to deduct such damages from the money, if any, payable by it to the Contractor.
43. The Staff 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.

44. The Contractor will maintain his gadgets & equipments, etc. in good working condition with all safety measures at his own cost and expenses. The Annual maintenance Charges of the equipments/gadgets, etc owned by the Bank will be borne by the Bank. However, the contractor will be responsible for its proper upkeep and regular maintenance.
45. The Principal / officials / faculties of the Staff College will test and taste the food & beverages, ingredients every day to keep a check on the quality of food & beverages being prepared and supplied any time they consider necessary / advisable and no payments will be made by the Staff College for the items rejected or substandard quality food and beverages served by the Contractor. A minimum penalty of Rs.1,000/- will also be imposed on the contractor for serving such substandard quality food and beverages per occasion. The Committee headed by AGM & Principal of the Staff College, Kolkata shall be the sole authority to decide and judge the quality of service rendered by the Contractor and all other matters and his decision shall be final & binding.
46. The Contractor shall not assign or sub-contract of this contract. In case of violation/contravention of any of the terms and conditions mentioned herein, the Bank reserves the right to terminate this agreement forthwith without giving any notice to the Contractor and without prejudice to its right to recover damages and other charges / cost to the Bank/ Staff College from amount payable to him or otherwise.
47. The Contractor shall pay a **security deposit of Rs.2,00,000/- (Rupees Two lakh only)** or a performance guarantee for a similar amount in lieu thereof from a bank acceptable to the Bank/college prior to commencement of service under this agreement. The Staff College shall be entitled to adjust or appropriate the said security deposit or the proceeds of guarantee towards loss or damage caused by the Contractor or his employees or the amount of value of shortage or breakage or damage in the crockery and any other item entrusted to or caused to other assets of the College by the contractor or his employees or any other liability of the Contractor. The security deposit that may be made with the Staff College shall not carry any interest. The performance guarantee should remain valid till 60 days after the validity of the contract.
48. The Contractor shall maintain good standards and the quality of food & beverages as indicated above and also will ensure that the ingredients used are of standard quality and as approved by the Staff College.
49. The day to day cleanliness and maintenance of the canteen / kitchen/ pantry / dining room/ Table chairs will be the exclusive responsibility of the Contractor. The contractor should provide sufficient number of persons to run the canteen set up as mentioned above.
50. The quality of ingredients used in preparations of the food and beverages etc. shall be branded and of high standard as indicated above and subject to the approval of the Staff College.
51. The Contractor shall provide crockery, cutlery, glassware, Cup – Saucer, chaffing and serving dishes, table linen, cooking gas, fuel, gas range with oven, microwave oven, hot case, etc. of decent quality/good make at the choice of the Staff College, Kolkata at his own cost and expenses.

52. The Staff College shall equip the kitchen, pantry and dining room with the following items:
- (a) Deep Freezer /Refrigerator
 - (b) Water Cooler
 - (c) Geyser
 - (d) Storage Cupboards
 - (e) Worktables
 - (f) Service Counter and Service Stations
 - (g) Furniture & fixtures
 - (h) Electrical and plumbing fittings etc.
53. The contractor shall keep above items in good working condition and repairs, if any, during the prevalence of contract are to be taken care of by the contractor at his own cost.
54. The Contractor shall provide cooking raw materials of acceptable standard and quality, appropriate cooking utensils, experienced cooking and service personnel and clean uniforms, shoe, etc. to dining and other kitchen staff. The Contractor shall also bring the gas cylinders, as well as pay for the fuel consumed.
55. The staff deployed shall be trained in catering/nutrition technique, bear good conduct and should be physically fit & well mannered for the work. Their names and address with ID proof should be submitted to the authorized officer at Staff College well in time. The Contractor's employees with valid photo identity card issued by the Contractor and displayed prominently, will be allowed entry into the specified areas of the premises of the Staff College with the specific permission of the Principal or any authorized officer.
56. The bank reserves the right to terminate this agreement/contract at any time by giving one month's notice in writing.
57. The bank shall not be liable / responsible for any incident/occurrence/injury/damage caused to the person/deployed by the contractor for rendering services as per this agreement.
58. The contractor shall indemnify the Bank /Staff College, Kolkata/ Participants/Faculties etc., for any incident/ occurrence of injury/damage caused to the person deployed /employed by the contractor.

59. Penalties for violation of Rules, Terms and Conditions:

The successful vendor will be fined per occasion in case of the following deficiency in service:

Deficiency	Minimum Fine per occasion
Non availability of complaint registers on the counter/discouraging residents from registering complaint.	UptoRs.1,000/-
Any instance of Insects found along with cooked food	UptoRs.5,000/-
Soft objects like hair, rope, plastic, cloth etc.in food.	UptoRs.5,000/-
Any complaint of stones/pebbles of diameter more than 2 mm.	UptoRs.5,000/-
A hard or sharp objects like glass pieces, nails, hard plastic etc.	UptoRs.10,000/-
Food poisoning	UptoRs.50,000/-
Change in menu without permission of Bank.	UptoRs.1,000/-
Inappropriate personal hygiene of workers including their dress / misbehavior by workers.	UptoRs.5,000/-



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Failure to serve lunch on any given day	UptoRs. 25,000/-
Using brands not mentioned in contract or permitted by Bank.	UptoRs.5,000/-
Use of newspapers to keep fried items or any cooked food	UptoRs.2,000/-

In case foreign particles are found in the prepared food, besides charging fine, the entire stock of food shall be discarded and fresh preparation shall be made at the vendor's cost.

SPECIAL CONDITIONS OF CONTRACT

The following special conditions of contract shall be read in conjunction with Broad Terms & Conditions. The following clauses shall be considered as an extension and not limitation of the obligations of the Contractor.

LOCATION

**Indian Bank Staff College,
1A, Ronaldshay Road, Alipore, Kolkata-700027**

SCOPE OF WORK

**Catering Services at
Indian Bank Staff College,
1A, Ronaldshay Road, Alipore, Kolkata-700027**

CO-ORDINATION

The contractor will provide the catering service in a planned manner by co-ordinating their services, with Staff College, Kolkata officials.

In case of any dispute between the contractor's engaged on the other work, decision of Staff College, Kolkata will be final and binding.

PROCUREMENT OF RAW MATERIALS

The contractor will, at his cost, maintain adequate stocks of food -grains, grocery and other eatables for the satisfactory and efficient running of the canteen and he will replenish stock as and when depleted. The quality of the foodstuffs and eatables shall be as per the standard required by Staff College, Kolkata (reputed brands like Groundnut Oil/Sunflower Oil of Godrej / fortune in 15 kgs. or suitable capacity in sealed tin/packs, chicken (Broiler), Mutton of male goat, grains - 1st quality, Long grain Rice and bread, jam, sauces, pickles, papad of reputed companies with FPO brand wherever available) and the same will be subject to daily inspection by any Officer authorized by the Staff College, Kolkata.

Preparation of menu delicacies and cooking for outsider's consumption is not permitted in the premises of the Staff College, Kolkata. The decision of the Staff College, Kolkata in this respect shall be final. The contractor will bring all food articles and other materials at his own cost and Staff College, Kolkata will not be responsible for any loss or damage, suffered or caused to it while they are stored in the canteen or at any place within Staff College, Kolkata's premises or at any other place.

QUALITY OF RAW MATERIALS PROCURED

The food grains/cooking oil and other provisions including vegetables will be subjected to quality checks by authorized official of Staff College, Kolkata and the decisions of Staff College, Kolkata will be binding on the Contractor who would forthwith replace the rejected materials with better quality ones.

CATERING

The contractor will submit monthly plan of menu to the authorized official of Staff College, Kolkata for approval and supply meals and eatables as per the approved menu.

There will be fixed timings for Breakfast, lunch, Snacks & Dinner etc. The timings will be notified / decided by the Staff College, Kolkata and the same will have to be adhered to.

The Contractor would employ his / her own cooking and servicing personnel in the age range of 18 years and above with sound physique, free from any contagious disease. The contractor will be responsible for the salary and other dues payable to the staff employed by him and also for their employment conditions which should be in consonance with all legal obligations as an employer on the subject. Contractor has to deploy sufficient manpower so as to provide the best catering service. Every employee of the contractor shall be provided with Identification Cards of the contractor distinct from the Bank's identification cards at the own cost.

MEDICAL CHECKUP

The Contractor will get his personnel examined by a Doctor supported by pathological Report indicating that they are free from any contagious disease.

UNIFORM

The Contractor will provide uniform to his personnel, made of teri-cotton cloth which should be clean, tidy and in good condition.

CLEANLINESS

Maintenance of high standard of cleanliness in the kitchen and dining hall rooms would be the sole responsibility of the Contractor. The Contractor must maintain the chairs and other furniture in the canteen in a clean state and pay particular attention to cleanliness of the servicing tables with adequate frequency during servicing hours. Cobwebs etc. should be cleaned once in a week or as and when required.

LIST OF KITCHEN EQUIPMENT & TOOLS

The Contractor shall submit a list of utensils and other equipments he possesses and proposes to use at site in support of his service.

SITE TO BE CLEAN

Contractor shall at all times keep the space provided to him, Chimneys, Sinks free from accumulation of dirt, waste material and debris and upon expiry of the contract shall clear away and dispose off all the surplus materials, items/equipment of whatsoever nature and kind as directed by Staff College, Kolkata and shall leave the Campus clean and tidy.

MATERIALS AT SITE AND INSPECTION

Materials required for the services are to be deposited by the Contractor only in places to be indicated by Staff College, Kolkata. Staff College, Kolkata shall have a right at any time to inspect and examine the store and food materials intended to be used in or processed or any other place from where they are being obtained and the Contractor shall give such facilities as required to be given for such inspection and examination.

Any stores and food materials brought to site for use of catering shall not be removed from the site without prior written approval of Staff College, Kolkata, but on final completion of the work the contractor shall at his own expenses remove from the site all surplus stores and materials originally brought by him.

All the materials required for completion of contractual work shall be arranged by the Contractor.

SECURITY REGULATIONS

The area where the proposed work is to be carried out is an office under the control of Staff College, Kolkata. Entry to the site of work shall be through the main gate of the complex and is classified as restricted entry. Right of entry is at the discretion of the Staff College, Kolkata.

The contractor shall follow strictly the security regulations of Staff College, Kolkata at site of work regarding entry of personnel, materials etc. and other regulations that might be enforced from time to time at the work site and also in the campus for smooth and efficient operation. The contractor, his agents, representative, workmen etc. and his materials, carts, trucks or any other means of transport etc. will be allowed/permitted to enter through and leave from such point of entry/exit and at such times, by the authorities in-charge of the office, at their sole discretion.

All materials and articles brought by the contractor to the work site shall have to be declared at the Security Gate. Similarly, no materials shall be taken out from the Bank premises without proper gate pass, which will be issued by an authorized official.

The contractor, his agents and representatives are required to be in possession of the individual identity/muster cards or passes after due police verification as required. It will be the responsibility of the Contractor to maintain the list of laborers permitted to work inside the premises in a register.

The Contractor, his agents, representatives and workmen shall strictly observe the orders pertaining to fire precautions prevailing within the complex area.

Any breach of the above security regulations and rules in force from time to time will be viewed seriously. No claim whatsoever will be entertained by the Staff College, Kolkata on account of the observation of the security regulation.

OTHERS

Staff College, Kolkata shall not be responsible or held liable for any damage to any person or property consequent upon the use, misuse or failure of any tools and equipment used by the contractor. The contract should not be sub-contracted.

Statutory Compliance:

- I. The vendor will be responsible for compliance of various applicable statutory obligations like EPF,ESI, Minimum wages Act, Workmen Compensation Act and other Acts enforced from time to time.
- II. The vendor shall pay to the persons engaged by him for the contracted work, not less than the
- III. Minimum wages as approved by the Central Minimum Wages Act.
- IV. The vendor must engage adult labors. Engaging child labour(s) will lead to the termination of contract and punitive action as shall be deemed fit.
- V. The Contract is subject to the condition that vendor will comply with all relevant and applicable laws and Acts of Central and / or State government.
- VI. The Bank shall not be under obligation to absorb workers of the vendor. They shall be treated as employees of the vendor or outside service provider. No right of any such worker(s) shall accrue for employment in the bank.
- VII. All records / registers as required to be maintained under various labour laws and other statutory provisions in force from time to time, shall be maintained by the vendor and the vendor shall produce them before the Statutory / Bank Authority(s) as and when required.

6. Mode of submission of Two Bid System Tender:

Sealed bids are to be submitted in two parts. The envelope containing Part-I of tender should be properly sealed and super scribed clearly “ **Part-I (Technical Bid)**”and the name of work whereas the properly sealed envelope containing Part-II should be superscribed clearly“**Part-II (Price Bid)**”and the name of work. Both envelopes(containing Part-I and Part-II) should be sealed in a third envelope and should be super scribed as response against Indian Bank Staff College, Kolkata RFP dated03.2022. “The Assistant General Manager & Principal, Indian Bank Staff College, 1-A,Ronaldshay Road, Alipore, Kolkata-700027and must be submitted **on or before the last date & time mentioned above.** Bidder’s address and contact number must be written clearly on the envelopes.

► Part-I should contain following documents:

1. The covering letter
2. Attested Photocopies of PAN card,GST Registration, trade license.

3. Earnest Money Deposit of Rs.25,000/- in the form of P.O/DD favoring Indian Bank payable at Kolkata.
4. Photocopy of necessary license(s) / permit / sanction from the respective authority/authorities in respect of providing catering services, in Kolkata.
5. Copy of Terms & Conditions of tender duly signed by the bidder as a token of acceptance of the same (Except Financial Bid).
6. Document in support of minimum 3 year' experience of providing catering services to an organization serving minimum 50 meals (Lunch) per day of officer / executive level or experience in executing similar types of work of minimum value of Rs.1 Lakh per month in a single work order in reputed Private/Semi-Govt. /Govt. Organization in past three years ending last day of the month previous to the one in which applications are invited.
7. Copy of letter of satisfaction for providing catering service from the previous Employer.

► **Part-II** should contain only the Price bid with item rates as per the bills of quantities (BOQ).

7. Rejection of Tender Documents:

1. Tenders not received in two parts in separate envelopes will be summarily rejected.
2. Conditional Tenders will not be considered.
3. If the earnest money in the form of P.O / DD favoring Indian Bank payable at Kolkata is not enclosed.
4. Eligibility criteria as mentioned in "Eligibility Criteria" are not fulfilled.
5. If any indication of price / rate / charges is being found in Part-I of the tender.

8. EVALUATION CRITERIA OF THE TENDER:

The tender will be evaluated on the basis of total quoted price as per Request For Proposal (RFP) including all levies, fabrication, transportation etc. charges but exclusive of GST.

9.PRICEAND TAXES:

- i) The price shall be final and binding without any escalation whatsoever for initial period of contract. The prices (in Indian Rupees) should indicate. GST will be paid extra at applicable rates.
- ii) The Bank, however, reserves the right to call for fresh quotes /tenders at any time during the above period, if considered necessary.

9. TERMSOFPAYMENT:

Bank will not pay any advance. No payment will be made till execution of Agreement, Submission of Performance Security Deposit.

10. Billing:

- i) The billing should be made every month by the caterer strictly on the basis of lunch / dinner etc. actually served. Duly signed and stamped sheet of Bank Official regarding lunch /dinner etc. served per day must be attached with the bill.
- ii) Attendance of the guest shall be authenticated by the executive to whom the guest is accompanying.

11. Performance Security Deposit:

The Successful bidder who shall be awarded the contract shall have to deposit an amount of Rs.2,00,000/- (Rupees two lac only) as Performance Security Deposit in form of Pay Order payable at Kolkata. The PSD would not attract interest thereon for the period of such deposit remains with the Bank. On deposit of Performance Security Deposit, the Earnest Money deposited by the successful bidder shall be returned. No interest would be payable on the EMD. If the successful bidder fails either to perform the contract or to give three months' notice for termination of contract or breaches any terms and condition, the Bank reserves the right to forfeit the Performance Security Deposit.

The performance Security Deposit including EMD will be returned without any interest to the successful agency after expiry of satisfactory contract period.

12. Execution of Agreement:

The successful bidder will have to execute an Agreement (as per the draft of Agreement in Annexure-I) with Bank on non-judicial stamp paper of requisite value purchased in favour of the vendor or Indian Bank. Cost of Stamp will be borne by the vendor.

13. INTEGRITY:

Successful Contractor has to execute an Integrity Pact as per Bank's format (as per Annexure-II) on Non-judicial Stamp Paper of appropriate value. Cost of Stamp will be borne by the vendor.

14. INDEMNITY BOND:

Successful bidder has to execute an Indemnity Bond as per Bank's format (as per Annexure-III) on Non-judicial Stamp Paper of appropriate value. Cost of Stamp will be borne by the vendor.

15. TERMINATION:

The Bank reserves its right to cancel the entire / unexecuted part of Work Order at anytime by its own discretion or in the event of one or more of the following conditions treating it as default / non-performance of the contract by giving 30 days written notice without any cost or compensation:

- a. Failure in accepting the Work Order within fifteen days.
- b. Serious discrepancies noted in quantity and quality of food.
- c. Breaches in the terms and conditions of the Order
- d. Bank shall have the right to terminate the contract at any time at its own convenience by serving a prior written notice of 30 days to the successful bidder without assigning any reason and without cost or compensation there for.

16. CONSEQUENCES OF TERMINATION:

The Bank at its sole discretion shall invoke the Performance Security Deposit and the Indemnity furnished towards nonperformance / non Compliance of the terms and conditions of the work order / contract by the successful agency without prejudice to its rights and conditions available under the Law for the time being in force.

17. Date of Commencement:

The work shall be deemed to be commenced from **Fifteenth day** from the date of receipt of work order

18. Contract period:

1. The contract for providing the catering services will be for two years. However, the contract is subject to review after one year and continuation of the contract depends on the satisfactory catering services provided by the successful bidder and at the sole discretion of the bank. However, the rates agreed with the successful bidder will not be reviewed during the initial period of contract.

2. Bank will not take any responsibility for any injury, loss, damage caused due to accident to any personnel engaged by the Catering Agency while providing the catering services at Staff College, Kolkata.

**Assistant General Manager and
Principal
Indian Bank Staff College, Kolkata**



**INDIAN BANK STAFF COLLEGE
ALIPORE KOLKATA**

FORM OF TENDER

To
The AGM & Principal,
Indian Bank Staff College
1-A, Ronaldshay Road
Alipore, Kolkata
700027.

Sir,

1. We have carefully examined all the contents incorporated in the various parts of this Tender Document for providing catering services at Indian Bank staff College, 1-A, Ronaldshay Road, Alipore, Kolkata 700027 (providing bed tea, breakfast, forenoon tea, lunch, afternoon tea, evening snacks & tea and dinner) and if required, by the Bank, serving lunch to the executives at Executive Suite /Guest House located in the ground floor of the College premises per person per day and have taken note of all the terms & conditions stated in the Tender Document dated 06.04.2022.

2. We enclose a Pay Order / Demand Draft for Rs 25,000/- (Rupees twenty five Thousand only) drawn in favour of Indian Bank and Payable at Kolkata as Tender Cost (P.O/DDNo.....Date..... Issuing Bank.....Branch.) as the earnest money.

3. We also agree that our tender / contract along with the prices will remain valid for two years from the date of agreement. However, the contract is subject to review after one year and continuation of the contract depends on the satisfactory catering services provided by the successful bidder and at the sole discretion of the bank. In case of need the Bank reserve the right to extend the validity period with our consent. We hereby agree to abide by and fulfill all other Terms and Conditions of the Tender document dated 06.04.2022 Duly acknowledged and attached herewith and in default there of, agree to the forfeiture of the Performance Security Deposit and pay to you or your successors, or Authorised Nominees such sums of money as are stipulated in the conditions contained in the tender document dated 06.04.2022 together with the written acceptance of the Work Order.

4. We also agree to keep the Performance Security Deposit as per terms of the tender. However, as per terms conditions of tender document you shall have the right to forfeit the same in case of default in service without reference to us.

5. We hereby agree to execute Integrity pact, Indemnity Bond and other declarations as mentioned in the tender document.

5. We are a Proprietorship / Registered Partnership Firm or a Limited Company having its Registered Office or its Branch / Office in Kolkata

6. Our PAN for Income Tax is _____.

7. GST Registration Number: _____

Signature _____ Name _____ Designation _____ (With seal)

DULY AUTHORIZED SIGNATORY _____ day of _____ 2022

BIDDER'S PROFILE

1. Name of the firm.....
2. Name of the authorized person submitting the bid.....
3. Designation of the authorized person submitting the bid.....
4. Name designation address and mobile number of alternate person.....
5. Registered Address of the firm.....
6. Telephone number with STD Code.....
7. Mobile number of the person submitting the bid.....
8. Email of the person submitting the bid.....
9. Organisation's email
10. Website address.....
11. Registration and incorporation particulars of the form.....
 - i. Private limited, ii. Public limited, iii. Any other(please specify)
12. Name of Directors.....
13. Email ID of Directors.....
14. Mobile number of Directors.....
15. Bidder's Bank, it's address and current account number.....
.....
.....
16. Permanent income tax number Income Tax Circle.....
17. GST number.....
18. TIN Number.....
19. EPF registration number.....
20. ESIC registration number.....
21. License number under Central Labour Act.....
22. Particulars of earnest money deposit
 - i. Demand Draft number.....
 - ii. Date.....
 - iii. Name of Bank.....
 - iv. Address of Bank.....
 - v. Validity of DD.....



**INDIAN BANK STAFF COLLEGE
ALIPORE KOLKATA**

23. Particulars of tender fee:

- i. Demand Draft number.....
- ii. Date
- iii. Name of Bank.....
- iv. Address of Bank.....
- v. Validity of DD.....

NOTE: Documentary proof to be attested for the entries at serial number 11,12,15,16,17,18, 19,20,21 and 22

Description of similar work of providing catering services during the last five years.

(Please furnish copies of certificate of satisfaction from the government department / organisation).

Sl No	Description of work order executed	Actual value of Work value executed	Name of Govt Dept./organisation	Start date	Finis h dat e	Documentary evidence a t page no

UNDERTAKING

1. I, the undersigned certify that I have gone through, understood and accept the terms and conditions mentioned in the bidding document and 'Note' below undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract.
3. I/we give the rights to the competent authority of Indian Bank Staff College Kolkata to forfeit the performance security deposited by me /us in case of breach of conditions of contract.
4. I hereby undertake to provide the catering services as per the directions given in the tender document / contract agreement.

Place

Date

Signature of Bidder/ Authorized Signatory



**INDIAN BANK STAFF COLLEGE
ALIPORE KOLKATA**

Note:

1. All sealed tenders must be submitted within the stipulated period.
2. Interested Contractors may obtain further information / clarification from the Chief Manager, Indian Bank Staff College, 1A, Ronaldshay Road, Alipore, Kolkata-700 027 before submission of the tender.
3. One contractor can submit only one Bid.
4. Place of opening of Tender will be at the premises of Indian Bank Staff College, 1A, Rolandshay Road, Alipore Kolkata-700 027.
5. Tender forms will be available only at the Bank's website: www.indianbank.in
6. No earnest money will be required to be deposited at the time of submission of the Tender Forms. **However, technical bid must be accompanied by a Draft or Bankers' Cheque of Rs.1000/- towards cost of bid documents.**
7. Technical Bids duly filled in and supported by all the required testimonials and DD or Bankers Cheque of Rs.1000/- must be submitted in sealed envelope within the stipulated date and time i.e. **by 3.00 pm on 21.04.2022**
8. **The Tender (Technical bids) will be opened on 22.04.2022 at 3.30 pm in the presence of Tenderers / Bidders or their duly authorized representatives, if available.**
9. No further discussion / addition of information / documents will be granted to the bidder after it is submitted or whose quotations are disqualified.
10. Indian Bank Staff College, Kolkata reserves the right to accept or reject any or all the offers without assigning any reasons.
11. No postal communication shall be entertained for obtaining of tender documents.
12. Tender documents are not transferable.
13. The Bank reserves the right to cancel / postpone the date of receipt and/or opening of the tenders.
14. Before submission of the tender, please verify the eligibility criteria and ensure fulfilling all the terms and conditions.
15. Any form of canvassing at any stage will disqualify the tender automatically.



**INDIAN BANK STAFF COLLEGE
ALIPORE KOLKATA**

CERTIFICATE

(Certificate on non-participation of near relatives in the Bank)

I,.....son/daughter.....
.....of.....residentof.....

.....hereby certify that none of my relative(s) is employed in Indian Bank. In case, and at any stage, it is found that the information given by me is false / incorrect. Bank shall have the absolute right to take any decisions including termination of the contract as being fit without any prior intimation to us.

Signed.....

For and on behalf of the bidder Name (in capital letters)

Position.....

Date.....



**INDIAN BANK STAFF COLLEGE
ALIPORE KOLKATA**

Request For Proposal (RFP) for providing catering services (bed tea, breakfast, forenoon tea, lunch, afternoon tea, evening snacks and dinner) at Indian Bank Staff College,1-A, Ronaldshay Road, Alipore, Kolkata 700027 on per person per day basis.

PART-II

Financial Bid

Financial Bid for offer of rate for providing catering services (bed tea, breakfast, lunch, afternoon tea, evening snacks & tea and dinner) at **Indian Bank Staff College,1-A, Ronaldshay Road, Alipore, Kolkata 700027 on per person per day basis.**

Price Schedule(BOQ)

Sl. No	Description	Per Plate Price,(Rs)
1	Bed Tea/Coffee To be served in the rooms between 6.00 am and 6.30 am. One cup Dip tea(Tajmahal or similar quality) coffee(2 gram instant coffee sachet)with two Britannia or standard quality biscuits.	
2	Breakfast (Vegetarian / Non-Vegetarian) To be served in dining hall between 8.00 am and 9.00 am Cornflakes / Dalia 40 gm with undiluted Milk 250ml, i) 4 Large Slices/ Toasts with Butter sachet and Jam, iii) 1 seasonal fruit (Banana/Apple/Orange/Mango)/Fruit Juice, and iv) Tea/Coffee v) 2 Eggs to order (Non Veg) / 2 Vegetable cutlet(Veg) OR 2 Stuffed Parathas and Thick Curd 200 gm / 6 Puris with Sabji, with branded sauces / pickles OR South Indian Dishes (4 Idlies / 4 Vadas/ 2 Uttapams/ 2 Doshas with Sambar & Chatni)	
3	Fore noon tea /coffee. Between 11.15 am and 11.45 am to be served in the dining hall or in the classroom as per instruction. One cup Dip tea(Tajmahal or similar quality) coffee(2 gram instant coffee sachet) with two biscuits of standard quality.	

4	<p>Lunch Between 2.00 pm and 3.00 pm to be served in dining hall.</p> <p>Lunch : Veg :1. Appetiser / Soup, 2. Rice/Pulao /Veg. Biryani/Fried Rice, 3. Nan / Chapati / Tandoori Roti / Puri, 4. Dal-50 gm. (Arhar/Mung/Chana) 5. Vegetable Dishes -Two varieties, 6. One special dish with Mother Dairy or equivalent quality Paneer/Mushroom/Malai Kofta/Seasonal Vegetable (125 gm) 7. Thick curd (100 gms.), 8. Pickle, 9. Papad, 10. Sweet dish(50 gm)/ Seasonal fruits(150 gm)/ Ice-cream small cup (Amul/Kwality/Mother Dairy or equivalent quality) and 11. Vegetable Salad.</p> <p>Lunch : Non-Veg :1.Appetiser / Soup, 2. Rice / Pulao /Veg. Biryani/ Fried Rice, 3. Nan / Chapati / Tandoori Roti / Puri, 4. Dal-50 gms. (Arhar/Mung/Chana) 5. Vegetable Dishes- Two varieties, 6. Non-Veg dish with Fish/Mutton/Chicken(100 gms.)/Egg curry(two eggs), 7. Thick curd (100 gm), 8. Pickle, 9. Papad, 10. Sweet dish (50 gm) /Seasonal fruits (150 gm) / Ice-cream small cup (Amul/ Kwality/ Mother Dairy or equivalent quality) and 11. Vegetables Salad.</p>	
	Special food to be served to the diabetics and fasting persons as per their requirement.	
5	<p>Afternoon tea/coffee Between 4.15 pm and 4.45 pm to be served in the dining hall or in the classroom as per instruction. One cup Dip tea(Tajmahal or similar quality) coffee(2 gram instant coffee sachet) with two biscuits of standard quality.</p>	
6	<p>Evening snacks & tea/Coffee Between 5.30 pm and 6.30 pm. To be served in the dining hall or in the classroom as per instruction. One cup dip tea(Tajmahal or similar quality)coffee(2 gram instant coffee sachet) with two samosas (standard sized) or two cutlets or one piece good quality cake or six pieces pakodas or two pieces dal-bada or two pieces aloo bonda or two pieces sandwiches with chutney.</p>	



**INDIAN BANK STAFF COLLEGE
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7	Dinner Between 8.00 pm and 9.30 pm to be served in dining hall. One soup (vegetarian) with croutons. Good quality Chapati (Ashirvad brand or similar quality atta) and rice (fine rice) Green salad (cucumber, onion, carrot and lemon) one vegetable curry, one vegetable fry, dal, papad pickle/chutney, ice-cream (100 gram) and one special curry like paneer,malaikofta, dhoka, Chana masala for vegetarians. For vegetarians two rosagolla or two gulab jamuns or two sandesh. At least one vegetable dish out of vegetable curry/fry would be prepared without potato. Non Veg : Fish 150 gram/chicken 150 gram. Fish to be served four days in a week, chicken three days in a week. Egg curry shall be an alternative non-veg dish. Special food to be served to the diabetics and fasting persons as per their requirement.	
8	Special food for the residents and participants to be served for lunch on Fridays. Special food for the residents and participants to be served for lunch on Fridays in the overall rate quoted. Suggested menu: Roomaliroti/puri,vegandchickenbiryani,vegetablecutlet,dahi-bada,veg Manchurian mixed vegetable,fish fry/chicken Manchurian(150 gram)raita,chutney(pudina/dhaniya)ice-cream / hot gulab jamun(2 pieces) Egg curry shall be an alternative non-veg dish.	This includes in the price quoted for lunch.
9	Total Cost	

Rupees in words:

GST(will be paid extra at actual):

Note: The Bank reserves the right, not to execute all items of work nor to execute the full quantity of items, as mentioned in schedule of quantities.

I / We certify that I / We have read, understood and accept the contents of the broad terms and conditions incorporated in the Tender Form and 'Note' below and submit this Tender for consideration.
I / We certify that the above statements are true.

(Signature of the Authorized Signatory)

FullName _____

Address _____

DATE:

(SEAL)



**INDIAN BANK STAFF COLLEGE
ALIPORE KOLKATA**

Note :-

1. The tender must be submitted within the stipulated period i.e., from 10.00 am of 06.04.2022 till 3.00 pm on 21.04.2022.
2. Before submission of the tender, please verify the eligibility criteria and ensure fulfilling all the terms and conditions.
3. Interested Contractors may obtain further information/clarification from the Indian Bank Staff College 1A, Ronaldshay Road, Alipore, Kolkata-700 027 before submission of the tender.
4. The Tender Forms to be sent in separate sealed envelopes superscribing the envelope **“Tender for Catering Services-(Technical)”** and **“Tender for Catering Services-(Commercial)”** and **both kept in a third cover (single cover to be submitted)**. One contractor can submit only one application in catering services.
5. Place of opening of Tender will be at the premises of Indian Bank Staff College 1A, Ronaldshay Road, Alipore, Kolkata-700 027.
6. Tender form will be available only at Bank's website www.indianbank.in.
7. Duly filled Tender Forms **to be submitted** within the stipulated time & date i.e. **by 3.00 p.m. on 06.04.2022**.
8. The Tender (Commercial bid) will be opened on 22.04.2022 **at 3.30 pm** in the presence of Tenderer / Bidders or their duly authorized representatives, if available, after completion of scrutiny of technical bids. The commercial bids will be opened for only those bidders, whose technical bids are accepted.
9. No further discussion / addition of information / documents will be granted to the Bidder after it is submitted or whose quotations are disqualified.
10. **Bank reserves the right to cancel / postpone the date of receipt and or opening of the tenders.**
11. Indian Bank reserves the right to accept or reject any or all the bids without assigning any reasons.
12. No email / postal communication shall be entertained for obtaining tender documents.
13. Tender documents are not transferable.
14. Any form of canvassing at any stage will disqualify the tender automatically.
15. Charges for Tender Document @Rs.1000/- required to be deposited through DD along with the technical Bid.



**INDIAN BANK STAFF COLLEGE
ALIPORE KOLKATA**

Special
Adhesive
Stamp as on
Indemnity

ANNEXURE-I

Service Provider Agreement

This MEMORANDUM OF AGREEMENT entered in to at Kolkata on this theday of2022 BETWEEN Indian Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Head Office at 66, Rajaji Salai Chennai 600001 and Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600014 and having Staff College at 1-A, Ronaldshay Road, Alipore, Kolkata 700027 hereinafter referred to as BANK which term shall wherever the context so requires include its successors and assigns ANDM/s.....having its office at..... hereinafter referred to as SERVICE PROVIDER which term shall wherever the context so requires include its successors and assigns Witnesseth:

The Bank and the Service Provider are hereinafter referred individually as a "Party" and collectively as "Parties".

The term "Bank" shall also include its Affiliates, Associates, Subsidiaries, Holding Company and / or promoters.

WHEREAS:

- A. The Bank is carrying on business of banking and is interested in outsourcing the work of Catering Services. The Bank invited bids vide RFP./ Tender No.1 dated 06.04.2022 for services viz, Catering Services (Brief Description of Services)
- B. The Service Provider offered to take up the work of Catering Services on a principal to principal and on non-exclusive basis;
- C. The Service Provider has represented to the Bank that the Service Provider has the necessary infrastructure, skill, experience, resources and trained personnel to enable the Service Provider to assist the Bank, Staff College, Kolkata and to perform such other activities which shall include, but not be limited to Catering Services and such other allied acts as may be necessary for enabling the Service Provider to fulfil its obligations as contemplated in this Agreement;
- D. Relying upon the aforesaid representations and assurances of the Service Provider, and believing the same to be true, the Bank has vide its letter datedappointed the Service Provider on certain terms and conditions and the same has been accepted by the Service Provider.

Now therefore, in consideration of the above premises and mutual covenants contained herein above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:



**INDIAN BANK STAFF COLLEGE
ALTIPORE KOLKATA**

ARTICLE 1 Definitions and Interpretations

Definitions: In this Agreement the following expressions shall have the meaning hereinafter assigned to them:

"*Activities*" means the Catering Services Activities or such other activities, which is added to, or deleted from the scope of the Activities to be carried out by the Service Provider in terms of this Agreement, by mutual agreement between the parties hereto.

"*Agreement*" means this Agreement and any amendments or modification made thereto in accordance with the provisions of this Agreement.

"*Customer(s)*" means the customer(s) of the Bank.

"*Laws or Law*" shall mean and include laws, treaties, ordinances, judgements, decrees, injunctions, writs, orders and stipulations of any court, arbitrator or governmental agency or authority and statutes, rules, regulations, orders and interpretations thereof of any national, state, municipal, regional, environmental or other governmental body, instrumentality, agency, authority, court or other body having jurisdiction over the Parties.

"*Products*" shall include but not be limited to providing financial assistance in terms of the financing schemes prepared by the Bank from time to time in respect of consumer durable goods and/or motor vehicles, personal loans, finance for two wheelers, housing loans and such other products, as the Bank may from time to time intimate to the Service Provider for carrying out of the Activities by the Service Provider to the Bank during the Term of this Agreement.

".....*Activity*" means those activities as mentioned in Annexure II.

"*Personnel*" shall mean trained and qualified employees of the Service Provider under the supervision and control of the Service Provider for discharging the responsibilities and performing such Activities for and on behalf of the Service Provider as assigned to them by the Service Provider, which includes the supervision of the Activities undertaken by the Personnel.

"*Services*" means the Catering Services activities or such other service which is added to the scope of the Services to be provided by the Service Provider to the Bank in terms of this Agreement, as mutually agreed to by the Service Provider and the Bank from time to time

Interpretations

Reference to any statute or statutory provision shall include a reference to that statute or statutory provision for the time being in force and also to amendment, extension, modification, re-enactment or repeal thereof.

References to Clauses and Articles shall be to Clauses and Articles of this Agreement.

Headings in this Agreement are for convenience of reference only and shall not govern or affect the construction or interpretation of the text of the clauses of this Agreement.

Any 'Explanation' is to be treated as an integral part of this Agreement.

Words importing singular shall include the plural and vice versa, and words importing the male sex shall include for its purposes the female sex and vice versa.



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ARTICLE 2 This Agreement shall commence from.....and shall continue for a term of two years initially("Term"),unless otherwise terminated in accordance with ARTICLE 7.

ARTICLE 3 Appointment of the Service Provider:

Subject to the terms and conditions contained in this Agreement and in the letter dated... of the Bank and the consideration as agreed to the Service Provider shall provide Catering Services Activity on a non-exclusive and principal-to-principal basis and in its capacity as an independent Service Provider.

The Service Provider shall be responsible to undertake the Activities, functions, responsibilities and duties as provided herein this Agreement and in accordance with Annexure II of this Agreement.

Notwithstanding anything contained in this Agreement, nothing shall restrict the right of Bank to do the Catering Services activities on its own or to appoint any other Service Provider in relation to such activity of the Bank and to carry on such similar Activities on similar or on any other terms and conditions as Bank may deem fit and proper, which may be at variance with the terms and conditions contained herein.

ARTICLE 4 Activities to be undertaken by the Service Provider

The Service Provider shall, at its sole discretion, risk and liability, employ on its rolls such number of Personnel and provide and depute such number of suitable and qualified Personnel/Executives to carry on the Catering Services Activities for and on behalf of the Service Provider, undertaken by the Service Provider in this Agreement.

The Service Provider shall carry out the Activities as per the time schedule, as is communicated to the Service Provider by the Bank from time to time.

The Personnel of the Service Provider shall always remain under the employment, supervision and control of the Service Provider and provide such services as may be agreed between the Service Provider and the Personnel. The contract is between the employee and the Service Provider and no way connected to the Bank

The Service Provider shall pay all wages, salaries, employee payments of any kind including terminal benefits which shall include notice salary, retrenchment compensation, bonuses, leave salaries, provident fund, employees state insurance contributions, and other contributions to the Personnel directly and the Bank shall not be liable in this regard to the Service Provider or the Personnel in any manner whatsoever. In respect of the Personnel hired by the Service Provider, the Service Provider shall comply with all the statutory responsibilities and obligations as prescribed under the relevant rules and statutes for the time being in force and ensure that no nexus, either direct or indirect, shall be established between the Personnel and the Bank which may lead to any presumption or conclusion to the effect that the Personnel may be treated as the employees of the Company.

The Service Provider hereby agrees, accepts, acknowledges and undertakes that at no point of time, either the Service Provider or any of the Personnel shall make any representation or statement that may lead to any presumptions that the Service Provider or any of the Personnel of the Service Provider are the employees of the Bank. The identity



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cards, badge, letter heads and other similar things used by the Service Provider and/or the Personnel in the ordinary course of business of the Service Provider shall clearly depict without any ambiguity the existence of the separate entity of the Service Provider from the Bank.

Without prejudice to whatsoever has been agreed to in clause 3.2 hereinabove the Service Provider shall at its own cost, obtain for itself, and renew in accordance with applicable laws, requisite licences, registrations, permissions, etc. including those under the Contract Labour (Abolition and Regulation) Act, 1970, and submit such returns, papers or documents to any government or local authority as may be required by Law to be obtained or submitted. All taxes, fees, charges and other outgoings incurred or to be incurred under any Laws shall be at the complete cost and responsibility of the Service Provider except Service Tax or any other similar tax or levy imposed by State or Central Government on the type of services rendered by the Service Provider to the Company, present or future. Any loss caused, penalty imposed or legal obligation created on account of the failure to adhere to any Laws in regard to submission of such returns as may be required, shall be borne by the Service Provider and the Bank shall not be liable for any damages or cost, penalty or payments in this regard.

The Service Provider shall independently exercise powers and functions of supervision and control over all its personnel solely and exclusively through managers/supervisors employed by the Service Provider itself, which managers/supervisors shall be employed by the Service Provider inadequate number/numbers for in the designated Premises to enable the Service Provider to discharge its obligations under this Agreement.

Explanation:

The powers and functions of supervision and control mentioned in this clause 4.7 shall include all possible powers and functions exercised by employer vis-à-vis employee including but not limited to all instructions including those related to overtime of special functions/tasks, assignment of duties, dealing with leave requirements, all issues related to all payments including payment of wages, overtime, bonus, gratuities, advances/loans, and disciplinary proceedings/action including but not limited to termination of services.

The Service Provider shall not have any authority to and shall not enter into any agreement(s) on behalf of the Bank, draw, accept, or endorse any bill of or on behalf of the Bank or use the name or logo of the Bank.

The Service Provider shall not modify or alter the Bank's Products in any manner whatsoever without the prior written consent of the Bank.

The Service Provider shall not directly or indirectly pay, offer or authorise payment for anything of value(either in the form of compensation, gift, contribution or otherwise)to any person or organization contrary to applicable laws. Further the Service Provider in order to maintain and enhance the goodwill and the Brand Equity associated with the

Bank's name, trade name, logos that the Bank shall allow the Service Provider to use in terms of the stipulations provided herein the Service Provider hereby agrees, accepts, acknowledges and undertakes to abide by principles of business integrity.



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The Service Provider undertakes that no unfair, monopolistic or restrictive trade practices, or unfair labour practices as defined under applicable law will be adopted and it shall not collude /communicate with any of the competitors of Bank to fix prices for Product / goods or Activities for any purpose whatsoever.

The Service Provider shall avoid any conflict of interest with the Bank, and also undertakes that each and every person who is an employee, agent, consultant, or representative of Service Provider, will avoid any conflict of interest with the Bank, and if any person, including any of those mentioned above, is in any way, connected with the performance of obligation under this Agreement, then such person will also take care to ensure avoidance of conflict of interest with the Bank and misuse of the Bank resources, in each and every act done by the Service Provider.

The Service Provider shall allow the Bank or its representatives to enter the Premises at all times, without any notice, for over seeing the Activities and physical verification of all records, employee related or otherwise which are maintained by the Service Provider in connection with the Activities undertaken by the Service Provider under this Agreement. This inspection shall not be construed as the statutory/internal audit of the Service provider as may be required under any law.

The Service Provider hereby agrees that all the necessary information, files documents, necessary papers etc. shall be sent by the Service Provider through such Courier-Service that has been approved by the Bank and duly intimated to the Service Provider from time to time, the cost of which shall be reimbursed by the Bank to the Service Provider.

ARTICLE 5 Fees, Expenses and Remuneration

5.1The Bank agrees that charges more specifically mentioned in Annexure shall be paid directly to the Service Provider on a [monthly basis] by the Bank after invoices of the same have been raised by the Service Provider on the last day of the month within a period of 15 days from the receipt of such invoice by the Bank subject to deductions of applicable taxes/levies.

ARTICLE 6 Terminations

This Agreement may be terminated in the following circumstances:

- a) By the mutual consent of the Parties;
- b) on the expiry of initial agreed period, unless renewed by mutual consent one month prior to such month on the expiry of which termination ought to have taken effect.
- c) On the occurrence of any event or any omission which may lead to the violation of any of the covenants or stipulations or warranties stipulated in this Agreement

6.1.1 Bank /Service Provider may terminate this agreement by issue of 30 days /90 days notice respectively, to the other party without assigning any reason; however not withstanding anything contained herein in exigent circumstances, the agreement can be terminated by Bank instantly without any notice.



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ARTICLE 7 Consequences of Termination

Without prejudice to all other rights and remedies available to Bank, in the event of the expiry or prior termination of the Agreement as aforesaid, the Service Provider shall unless otherwise agreed upon in writing, do the following forthwith;

- a. Cease to use the IPR or any insignia on any stationery, letterhead, document, nameplate, neon- signs, furniture, and representation or in any other manner;
- b. Destroy or return to the Bank all stocks of stationery, promotional material of any kind, sales literature, brochures and all other items of similar nature
- c. Immediately repay all amounts owing to the Bank including advance if any paid by the Bank for and on behalf of the Service Provider as per the Bank's books, regardless of whether or not such amounts have become due, but subject to deduction of dues from the Bank to the Service Provider.
- d. Cease to represent Bank or source business for Bank, in any manner whatsoever.
- e. Return all the records, files and documents relating to this Agreement whether in the form of hard bound, loose leaf or in any electronic medium to the Bank.
- f. Allow representatives of the Bank at all times to remove all the data(physical or otherwise), and other assets belonging to Bank without restrictions, objections, harm or obstructions of any nature whatsoever
- g. Withdraw all its personnel from the Premises as per the instructions of the Bank
In this regard.
- h. Ensure that all personnel, who are deputed to perform the Services in the Premises, return all Bank Identity /visiting cards available in their possession.

ARTICLE 8 Confidentiality

It is hereby agreed by and between the Parties hereto that all information with respect to the business and operations of Bank, Services, its credit policies, its database shall be kept strictly confidential by the Service Provider and its directors and employees and the same shall not be disclosed or revealed except with the prior written permission of Bank, to third parties or otherwise be used, except in connection with this Agreement and the performance of its duties and obligations there under, except for disclosures required by any law or required to be made to Governmental agencies. All such data compiled by the Service Provider shall be the exclusive property of Bank and the Service Provider shall not have any rights over the data whatsoever.

Both parties shall keep confidential all information of the other party, which it receives, which by their nature is confidential or proprietary with the same degree of care, as it would treat its own confidential information.

(As used herein, the term "Confidential Information" means any information, including but not limited to, Bank's policies, the Activities, Products including the development of the Products, its credit policies information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data



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processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party, its employees or its representatives receiving such information.)

At all times, the Service Provider shall abide by all applicable Bank's security rules, policies, standards, guidelines and procedures. The Service Provider agrees that before any of its employees or agents may be given access to the Confidential Information, each such employee and agent shall agree to be bound by the term of this Agreement and such rules, policies, standards, guidelines and procedures by its personnel or agents. The Service Provider, its Personnel and the agents of the Service Provider will continue to hold in confidence all Confidential Information, which obligation shall survive any expiration or termination of this Agreement. In the event Service Provider breaches this Agreement, Bank shall be entitled to seek temporary and permanent injunctive relief against Service Provider including actual damages, which Bank shall have incurred as a consequence of the breach.

The parties agree not to disclose to any other party and to keep confidential the terms and conditions of this Agreement, any amendment hereof, and any Exhibit, Annexure(s), Attachment or Appendix hereof.

ARTICLE 9 Force Majeure

9.1 Notwithstanding anything to the contrary in this Agreement, a Party hereto shall not be liable to the other Party for any loss, injury, delay, damages or other injury suffered or incurred by such other Party due to riots, storms, fire, explosions, acts of God, war whether declared or not, Government or police action or any other cause which is beyond the reasonable control of such Party, nor shall any failure or delay by either Party hereto in the performance of any of its obligations under this Agreement due to one or more of such causes be construed as a breach of this Agreement or any provision of this Agreement, as the case may be, for the purpose of it being considered a default under the termination clause or for any other purpose.

ARTICLE 10 Non-Waiver

10.1 The Bank and the Service Provider mutually agree that in performing any act under this Agreement, time shall be of the essence and that the failure of either party to exercise any right or remedy shall not be deemed as waiver of any of the obligations of the other party or any right or remedy of either party.

ARTICLE 11 Representations and Warranties

The Service Provider hereby represents that it has the authority, skill, experience and each of the Personnel deputed by it to deliver under this agreement is well trained & qualified to render designated activities hereunder and shall do so in an ethical and bona fide manner and in compliance with all applicable laws and policies.

The Service Provider is duly organized, validly existing, and in good standing under the laws of India and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement and execution of this Agreement or consummation of



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the transaction contemplated hereby will not:

- a) Violate, conflict with or result in the breach of any of the terms or conditions of or give any other contracting party the right to terminate or constitute default under any material instrument, contractor agreement. or
- b) require the approval or consent of any central, state, local or other governmental or regulatory body or any other person.

The Service Provider has obtained/shall obtain all necessary licences, permissions, registrations (as applicable) for all its office locations and Professional Tax registration. In addition the Service Provider shall make necessary nominations under the Payment of Gratuity Act, Employees Provident Fund and Miscellaneous Provisions Act, Employee State Insurance Act, Contract Labour(Regulation and Abolition)Act, etc for all the Personnel with the necessary authorities.

The Service Provider hereby represents and warrants that the information submitted by the Service Provider to the Bank either in the form of representations are true and complete and that there is no material fact that has not been disclosed to the Bank which may have the adverse impact on the decision of the Bank to enter in to this Agreement with the Service Provider.

The Service Provider undertakes not to entertain any application from persons where the Service Provider or its employees or personnel engaged by the Service Provider is/are interested and such applications shall be returned to the bank for doing the needful.

ARTICLE 12 Indemnifications

The Service Provider undertakes to indemnify and keep Bank and its officers/employees fully indemnified and harmless from and against all the consequences of any action leading to breach of any of the terms and condition of this Agreement as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs (hereinafter referred to as "Claims") faced, suffered or incurred by the Bank. The Service Provider hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts and omissions on the part of the Personnel and/or any false representations and warranties of the Service Provider.

Similarly, in the event of any claims being made on Bank, on account of any breach of warranty, representations, non-compliance of any applicable law, unauthorised act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by the Service Provider, its employees, officers, agents the Service Provider undertakes to pay on first demand made by Bank of any amount on this account without any demur, reservation, contest, protest whatsoever within 7 working days of the demand being made. Bank may at its option settle any or all Claims made on it and recover the amount so paid from the Service Provider and/or make deductions from the amount payable by Bank to Service Provider.

The Service Provider hereby agrees, acknowledges and undertakes that the Service Provider shall be responsible and shall take all necessary steps to ensure that the Bank,



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directors, employees, officers and associates of the Bank are not put into any inconvenience from police, officials of any government, semi-government, judicial or quasi-judicial authorities on account of any non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made by the Service Provider, its personnel including employees, officers, agents.

The Service Provider hereby authorises Bank to make deductions to any sum, being the loss or damage suffered by it on account of any default or breach committed by the Service Provider or its employees, agents, representatives, as mentioned hereinabove or hereinafter, provided always that the amount of loss or damage suffered shall be arrived at after mutual consultation and Agreement between both the parties.

The Service Provider shall not set up defence or claim in any suit, plaint, petition, complaint, written statement, application to the effect that the Personnel engaged by the Service Provider are the employees of Bank.

ARTICLE 13 Construction and Amendments

This Agreement sets forth the entire Agreement and understanding among the Parties with respect to the subject matter hereof and merges all discussions and negotiations among them, and none of the Parties shall be bound by any conditions, understandings or representations with respect to such subject matter other than those expressly provided there in or duly set forth on or subsequent to the date here of in writing and signed by a proper and duly authorized officer of the Party to be bound there by.

This Agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the Parties.

ARTICLE 14 Counterparts

14.1 This Agreement shall be executed simultaneously in two (2) or more counterparts each of which shall be deemed to be an original but all of which together shall constitute one(1)instrument.

ARTICLE 15 Assignments

15.1 Neither party shall assign wholly or partially any of their rights or obligations under this agreement without the written consent of the other party

ARTICLE 16 Independent parties

The Parties shall act in all matters pertaining to this Agreement as independent parties. The Agreement is being entered into on a principal-to-principal basis and does not and shall not be deemed to make either Party an agent, partner or joint venture partner of the other or any analogous relationship. No contention to the contrary will be raised at any



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time by either Party. It is expressly agreed by the Parties that Bank shall not be liable or responsible in any manner nor be liable to pay any monetary compensation in the event of the death of, or in the event of any injury sustained by any employee, agent, representative or Personnel of the Service Provider during performance of their function surrendering services under this Agreement.

The Service Provider shall ensure that all visiting cards of the Personnel, billboards, hoardings, name plates, insignia and others similar things mention the name/entity of the Service Provider clearly, to the bank, and that all identity cards issued by the Service Provider to the Personnel clearly display the name/entity of the Service Provider and the designation or work profile/nature of work of the relevant personnel in the business entity of the Service Provider.

All communications from the Service Provider to any party must necessarily carry/show the name/entity of the Service Provider only and not mention the name of Bank except to the extent required to carry out the work entrusted under this agreement.

ARTICLE 17 Representations on authority

17.1 Each signatory to this Agreement represents and warrants that he is duly authorized by the Party for and on whose behalf he is signing this Agreement to execute the same in a manner binding upon said Party and that all corporate approvals including the requisite Board resolutions and procedures necessary for vesting such authority in him have been duly obtained and complied with.

ARTICLE 18 Partial invalidity

18.1 It is expressly agreed and declared that if, for any reason whatsoever at any time after execution hereof, any Court of competent jurisdiction or arbitrators holds any provision hereof to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the legality, validity and enforceability of any other provisions of this Agreement.

ARTICLE 19 Governing law

This Agreement shall be governed by and construed in accordance with the laws of India.

ARTICLE 20 Jurisdictions

This agreement shall be subject to the exclusive jurisdiction of the Courts at CHENNAI.

ARTICLE 21 Non-exclusives

Service Provider agree and understand that this agreement shall not restrict or prohibit bank from entering into similar arrangement with anybody of its choice nor doing such processing work on its own.



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ARTICLE 22 Notices

All notices and other communications in respect of this Agreement shall be given in writing in English by registered airmail, postage prepaid, or by telex or facsimile to the Party entitled thereto at its address set forth below, or such other address as it shall hereafter designate for this purpose:

(a) In the case of a notice to Bank at:

Address: Indian Bank Staff College,

1-A, Ronaldshay Road, Alipore
Kolkata 700027, West Bengal _____.

(b) In the case of a notice to the Service Provider

at: Address: _____,

or such other address as the Party to whom such writing is to be given shall have last notified to the Party giving the same in the manner provided in this Clause.

ARTICLE 23 Compliance with laws

At all times Service Provider shall keep itself fully informed of applicable laws, in relation to carrying out designated Activities including procurement and renewal of licenses, permits, and certificates and payment of taxes where required.

The Service Provider shall ensure to register, obtain and renew in accordance with requirement/law, licenses (as applicable) and comply with the provisions and requirements of the relevant Labour Laws including but not limited to Minimum Wages Act, Provident Fund Act, Employees State Insurance Act etc. and other applicable statutory enactments including but not limited to the Tamil Nadu Shops and Establishment Act, for all its office locations (which office locations, as well as any other addresses of the Service Provider shall be maintained by the Service Provider independent of and in addition to the offices of the Bank), and carry out the designated Activities in full compliance with all laws, ordinances, regulations, rules and order of the land. The Service Provider shall ensure that it has its own independent registrations and employer code numbers under the Provident Fund Act and the Employees State Insurance Act.

ARTICLE 24 Arbitration clause

In the event of any dispute or difference relating to interpretation and application of



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provision of the Contract and all disputes /claims whatsoever which shall either during the continuance of the contract or afterwards either between the parties hereto or the respective representatives touching the constructions/application of any provision/clause hereto or any account or liability between the parties hereto or as to any act or deed or omission of any party hereto, in any way relating to these presents, shall be first at the discretion of the Bank attempted to be resolved in good faith by mutual discussion within 30 days of the dispute or question being raised failing which the same shall be settled by arbitration in accordance with provisions of Indian Arbitration and Conciliation Act,1996.

The Parties concerned shall designate an arbitrator on mutual consent/consensus. In the event of no consensus being arrived, an Arbitral Tribunal shall be constituted comprising three Arbitrators, each party appointing one arbitrator and a third arbitrator to be appointed by the two arbitrators so appointed by the parties. The venue of the arbitration shall be exclusively either at Office of Zonal Manager or mutually agreed place and any award passed by the arbitrator or the arbitral Tribunal shall be final, conclusive and binding upon the parties and shall be deemed to have been made between parties . The parties to the dispute shall share equally the cost of arbitration as intimated by the arbitrator. Submitting to arbitration may be considered as an additional remedy and it does not preclude the right of the Bank to seek Redressal/Other Recourse.

Notwithstanding anything contained in this agreement the decision of the Bank will be final and binding on the Service Provider in case of any discrepancies.

IN WITNESS WHERE OF, the Parties hereto have set and subscribed their hands through their respective duly authorized representatives as of the date first above written.

SIGNED, SEALED and DELIVERED

By the within named Indian Bank through
its authorised representative Mr. its

.....

In the presence of

:1.

2.



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SIGNED, SEALED and DELIVERED

By the within named Service Provider,
..... through its authorised
Representative Mr. its
.....

In the presence of

- :1.
- 2.



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Annexure I

Fees/Charges

TERMS OF PAYMENTS

In consideration of services to be rendered by the contractor, the charges for catering shall be paid on monthly basis latest by 15th of the succeeding month subject to production of bills/vouchers etc. up to the satisfaction of the Bank. The charges / payments shall be at the rate of Rs. _____(Rs. _____only) per day per person / guest as detailed hereunder during the training days on daily actual consumption per participant basis. The period of contract shall be two years w.e.f. _____ which may be reviewed by the Bank once in a year with regard to satisfactory performance of the Vendor. After expiry of contract period of two years, it may be extended for such further period and on such terms and conditions, at the sole discretion of the bank.

- i) Bed tea/Coffee :Rs. _____per person inclusive o fall.
- ii) Breakfast :Rs. _____per person inclusive of all.
- iii) Forenoon tea with 2 biscuits
of good quality :Rs. _____per person inclusive of all.
- iv) Lunch (Veg & Non-Veg) : Rs. _____per person inclusive of all.
- v) Afternoon tea with 2 Biscuits
of good quality :Rs. _____per person inclusive of all.
- vi) Evening snacks with
tea/Coffee : Rs. _____per person inclusive of all.
- vii) Dinner : Rs. _____per person inclusive of all.

TOTAL : Rs. _____

(Rupees only)

per day- per person on actual consumption basis.



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Annexure II

Activities

BROAD TERMS AND CONDITIONS OF SPECIALISED CATERING SERVICES

A. The Contractor shall procure, prepare, arrange and cater fresh food and beverages every day immediately before its service and to serve the same to the participants / guests at the Staff College Kolkata premises/ within the station, the details of which are stated herein below.

B. The Contractor shall serve the following items of food & beverages as per the bank's choice to the available participants / guests–

- (a) Bed Tea / Coffee in small flasks or electric kettle with Tea bag / sugar cubes to the participants in the hostel rooms Rs.....
- (b) Breakfast (Vegetarian/Non-Vegetarian) Rs.....

- i) Cornflakes / Dalia 40 gms. with undiluted Milk 250Mls.,
- ii) 4 Large Slices/ Toasts with Butter sachet and Jam,
- iii) 1 seasonal fruit(banana/apple/orange/mango)/Fruit Juice,
- iv) Tea/Coffee
- v) 2 Eggs to order (Non Veg) / 2 Vegetable cutlet(Veg)

OR

2 Stuffed Parathas Thick Curd 200 gms./ 6 Puris with Sabji, with branded sauces / pickles

OR

South Indian Dishes(4 Idlies /4 Vadas/2 Uttapams/2 Doshas with Sambar & chatni)

- (c) Forenoon Tea/Coffee(with 2 Std Quality Biscuits) Rs.....

- (d) Lunch (Vegetarian /Non Vegetarian) Rs.....

Lunch : Veg : 1. Appetiser / Soup, 2. Rice/Pulao /Veg. Biryani/Fried Rice, 3. Nan / Chapati / Tandoori Roti / Puri, 4. Dal-50 gms. (Arhar/Mung/Chana) 5. Vegetable Dishes Two varieties, 6. One special dish with Amul, Mother Dairy or equivalent quality Paneer/Mushroom/Malai Kofta/Seasonal Vegetable (125 gms.) 7. Thick curd (100 gms.), 8. Pickle, 9. Papad, 10. Sweet dish(50 gms.)/ Seasonal fruits(150 gms.)/ Ice-cream small cup (Amul/Kwality/Mother Dairy or equivalent quality) and 11. Vegetables salad.

Lunch : Non-Veg : 1. Appetiser / Soup, 2. Rice / Pulao /Veg. Biryani/ Fried Rice, 3. Nan/Chapati /Tandoori Roti / Puri, 4. Dal-50 gms. (Arhar/Mung/Chana) 5. Vegetable Dishes two varieties, 6. Non-Veg dish with Fish/Mutton/Chicken(100 gms.)/Egg Curry(two eggs), 7. Thick curd (100 gms.), 8. Pickle, 9. Papad, 10. Sweet dish (50 gms.) /Seasonal fruits (150 gms.) / Ice-cream small cup (Amul/Kwality/Mother Dairy or Equivalent quality) and 11. Vegetables salad.

- (e) Afternoon Tea / coffee (with 2 Quality biscuits) Rs.....
- (f) Evening Snacks with Tea / Coffee
(Pakora/Samosa/Veg.Chop/Sandwichetc.)(200gms) Rs.....
- (g) **Dinner – Vegetarian & Non. Veg.** Rs.....



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Veg.:

1. Appetiser / Soup, 2. Rice/Pulao /Veg. Biryani/Fried Rice, 3. Nan / Chapati / Tandoori Roti / Puri, 4. Dal-50 gms. (Arhar/Mung/Chana) 5. One Vegetable Dish, 6. One special Veg. dish with Amul, Mother Dairy or equivalent quality Paneer/ Mushroom/ Malai Kofta/Seasonal Vegetable (125 gms.) 7. Thick curd (100 gms.), 8. Pickle, 9. Papad, 10. Two rasagolla or two gulab jamuns or two sandesh/ Seasonal fruits(150 gms.)/ Ice-cream small cup (Amul/Kwality/Mother Dairy or equivalent quality) and 11. Vegetable Salad.

TOTAL (a to g)

Rs. _____
=====

(Amount in words

Rs.....only)

Time frame