

यूकोबैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

सेंट्रल स्टाफ कॉलेज, कोलकाता

CENTRAL STAFF COLLEGE, KOLKATA.



UCO BANK

Central Staff College

GE-8, Sector-III, Salt Lake, Kolkata-700106

Email: csc.calcutta@ucobank.co.in

Phone: 033-23341994; Fax 033-

Website <http://www.ucobank.com>

Offer of rate for providing catering services at UCO BANK Central Staff College, GE-8, Sector-III, Salt Lake, Kolkata-700106. (providing Bed Tea, Breakfast, Lunch, Dinner, Afternoon Tea, Snacks etc) per person per day.



Invitation for tender offers

A).UCO Bank invites sealed tender offers in two parts (Part-I & Part-II) from reputed Kolkata based vendors doing catering/hotel/food supply for providing catering services at UCO BANK, Central Staff College, Kolkata Office – GE-8, Sector-III, Salt Lake, Kolkata – 700106.

A complete set of tender documents may be down loaded by eligible tenderers from the website www.ucobank.com

B)

Tender Reference	01/2015-16 dated 11/11/2015
Bid	Offer for providing Catering Services at UCO BANK, Central Staff College, GE-8, Sector-III, Salt Lake, Kolkata – 700106. (providing Bed tea, Breakfast, Lunch, Dinner, Afternoon tea, Snacks etc)
Advertisement in News Papers	14/11/2015
Advertisement in Bank's website	16/11/2015 to 30/11/2015
Amount of Earnest Money to be deposited along with the tender :	Rs.15,000/- (Rupees Fifteen Thousand only) payable by crossed Demand Draft/Pay Order drawn in favour of "UCO Bank" and payable at Kolkata. The Earnest Money Deposited by unsuccessful tenderers will be refunded after acceptance of the award of contract by the successful tenderer without any interest thereon. The Earnest Money deposited by the successful tenderer will be retained as security deposit during the contract period. EMD of successful bidder will be forfeited if the successful bidder backs out.
Last Date & Time for Submission of Tender	30/11/2015 upto 3:00 PM at UCO BANK, Central Staff College, GE-8, Sector-III, Salt Lake, Kolkata – 700106.
Date and Time of Opening Technical Bid i.e Part-I	30/11/2015 at 4:00 PM at UCO BANK, Central Staff College, GE-8, Sector-III, Salt Lake, Kolkata – 700106.
Submission of Bids	The bidders shall bid in a sealed cover. The said envelope, superscribed as "Tender for offer of rate for providing catering services at CSC Kolkata" to be sealed and addressed to: The Dy.General Manager-Principal (CSC Kolkata) UCO BANK Central Staff College, GE-8, Sector-III, Salt Lake, Kolkata – 700106 West Bengal



	'Part-I' of the tender document must be superscribed as Techinal Bid'
	'Part-II' of the tender document must be superscribed as Price Bid'
Date of Opening of Financial Bid	Part-II of tender documents will be opened only for those vendors who will qualify in Part-I of Tender. Date of opening of Part-II of tender documents will be communicated to all eligible vendors.
Validity of Tenders	90 (Ninety) days from the date of opening.
Address of Communication	Dy.General Manager-principal, UCO Bank, Central Staff College, GE-8, Sector-III, Salt Lake, Kolkata - 700106
Contact Number	(033)23341994, 23593432 Fax :033-23212507 Email: csc.calcutta@ucobank.co.in

C) 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 which may please be noted. No separate newspaper notification will be issued in this regard.

D) Technical offers will be opened in the presence of the vendor's representatives who choose to attend on the date and time specified above.

E) Fax and E-mail tenders/offers will not be accepted.

F) 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 therefore. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the Offerer/Tenderer.


Dy. General Manager-Principal,
UCO Bank,
Central Staff College

PS





Eligibility conditions:

- 1) The applicant Agency must have minimum 3 years experience in providing catering services to an organization using minimum 50 meals (Lunch) per day of officer / executive level or The Agency should have experience in executing similar types of work minimum value of Rs.1.0 Lakh per month in a single work order in reputed PVT/Semi-Govt. /Govt. Organization in past three years ending last day of the month previous to the one in which applications are invited
- 2) The Agency must be a Proprietorship / Registered Partnership Firm or a Limited Company having its Registered Office or its Branch / Office in Kolkata.
- 3) The Agency must have necessary license(s) / permit / sanction from the respective authority (ies) in respect of providing catering services, in Kolkata.
- 4) Agency should have VAT , Service Tax Registration and PAN card.
- 5) The Agency has to submit letter of satisfaction for providing catering service from the previous employer.

[Signature]
 Dy. General Manager-Principal
 Central Staff College
 UCO Bank, Kolkata

H'

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS & CONDITIONS



PROPOSED MENU CHART FOR CATERING ARRANGEMENT AT CENTRAL STAFF COLLEGE, KOLKATA

- 1 **BED TEA To be served in the rooms between 6 AM and 6.30 AM**
One cup dip tea (Taj Mahal or similar quality), coffee of good quality with biscuit of standard quality (1 piece)
- 2 **BREAKFAST To be served in the dining hall between 8 AM and 9.00 AM**
6 pcs Puri with dal / sabji, pickles, suji(halwa), Or 3 pcs Aloo paratha with pickle and curd Or 4 pcs idli with sambar and chutney Or 3 pcs dosa with sambar and chutney Or 1 plate Upma with sambar and chutney
Plus Egg Omlette with 4 slices bread toast with butter and jam
Plus 1 banana or fruit dish (Banana / Apple / Musambi / Papaya / Watermelon or any seasonal fruit)
- 3 **Forenoon Tea / Coffee (11.15 AM – 11.45 AM) To be served in the dining hall or in the class room as per instruction**
One cup dip tea (Taj Mahal or similar quality) / coffee of good quality with 2 biscuits of standard quality
- 4 **Lunch (1 PM – 2 PM) To be served in the dining hall.**
Chapati, Rice (of good quality), Green salad (Cucumber, Onions, carrots, lime), one vegetable curry, one vegetable fry, dal, papad, pickle / chutney, dahi (100 gms).
(Atleast one vegetable dish out of vegetable curry / fry should be prepared without aloo (potato).
Fish (150 gms) / Chicken(150 gms) / (Fish to be served three days in a week, Chicken to be served four days in a week.).
Two Rasagolla or Two Gulab Jamun or one cup ice cream or sandesh or one fruit
Special food to be served to diabetics as per their requirement.
- 5 **Afternoon Tea (3.15 PM - 3.30 PM) To be served in the dining hall or in the class room as per instruction**
One cup dip tea (Taj Mahal or similar quality) / coffee of good quality with 2 biscuits of standard quality
- 6 **Evening Tea & Snacks (5.30PM – 6.00PM) To be served in the dining hall or in the class room as per instruction**
One cup dip tea / coffee with two samosas (standard size) or 1 piece good quality cake or 6 pieces pakora or two pieces Aloo Bonda or two pieces bread sandwich
- 7 **Dinner (8.00 PM – 9.30 PM) To be served in the dining hall**
One soup (vegetarian) with croutons
Chapati, Rice (of good quality), Green salad (Cucumber, Onions, carrots, lime), one vegetable curry, one vegetable fry, dal, papad, pickle / chutney, dahi (100 gms).
(Atleast one vegetable dish out of vegetable curry / fry should be prepared without aloo (potato).
Fish (150 gms) / Chicken(150 gms) (Fish to be served four days in a week, Chicken to be served three days in a week).
Two Rasagolla or Two Gulab Jamun or one cup ice cream or sandesh or one fruit
Special food to be served to diabetics as per their requirement.
- 8 **Special Food (for resident participants) to be served once a week for Lunch on Friday**
Romali roti / Puri, Vegetable Fried Rice, Chicken Biryani, Vegetable cutlet, Dahi-vada, Mixed Vegetable, Fish fry / Chicken Manchurian (150 gms), Raita, Chutney (Pudina / Dhaniya), Ice cream / Hot gulab jamun (2 pieces)

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 THE AGREED RATE.

Time of serving lunch - On working days between 13-00 and 14-30 hours.

Note : Menu given above is general and subject to change as per Bank's discretion within overall rate.

Terms and Conditions :

1. The caterer shall arrange hygiene i.e. 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 Municipality garbage vat.
2. Service persons engaged by the caterer should wear neat and clean uniform, gloves, cap while on duty and should have adequate experience in serving food following proper etiquette and courtesy.
3. The staff engaged by the caterer shall be solely under his employment and Bank will be under no obligation in this regard. Further, the caterer will be responsible for any act of omission, commission, misbehavior on the part of its employees/ staff. The employees / staff of the caterer will not be regarded as employees of Bank. The caterer will pay wages to its employees as per minimum wage guidelines of the Government. Proof of payment of wage to employees containing their signature/fingertips duly certified by the caterer is to be submitted on monthly basis without which payment of bills would not be released.
4. The medium of cooking will be Sundrop/Sunflower Oil of reputed manufacturer/Double refined groundnut oil or any other cooking material which may be approved by Bank from time to time.
5. The caterer will use all raw materials of best quality available in the market and in case it is found that in any service or any 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.
6. Bank will have the right to decide and prescribe varieties and brands of various materials to be used in cooking and other preparations.



7. 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 good quality acceptable to Bank. Replacement due to loss and breakage of crockery, cutlery, utensils etc. will be caterer's responsibility.
8. The caterer shall provide catering services as per menu given above.
9. The billing should be made every week by the caterer strictly on the basis of food actually served after deduction of applicable taxes.
10. If the cleanliness is not maintained or quality of the food will not be up to the mark at any point of time, the services of the caterer will be discontinued after giving one month notice by the Bank.
11. The catering contract can be terminated by giving 3 (three) months notice by the caterer or 1 (one) months notice by Bank.
12. Applicant shall deposit a sum of Rs. 15,000/- (Rupees Fifteen thousand only) as earnest money along with his quoted rates. The amount to be deposited in the form of Pay order / Demand draft in favour of UCO Bank and payable at Kolkata. The amount will be refunded in case the contract is not awarded to the applicant.
13. The applicant who shall be awarded the contract shall have to deposit an amount of Rs. 1,00,000/- (Rupees One lac only) within 15 days from the date of opening of quotations/date of award of the contract whichever is later date as Security Deposit with the Bank for performance of the contract. If the applicant fails either to perform the contract or to give three months notice for termination or breaches any terms and condition, the Bank reserves the right to forfeit the security deposit amount.
14. The vendor has to execute an agreement with the Bank on Non Judicial stamp paper of required value as per draft of agreement provided by the Bank within 15 days from the date of awarding the contract.
15. The Bank reserves the right to reject / not to accept any quotation without assigning the reason thereof at any stage.
16. In case of any clarification of any matter, the decision of Bank shall be final and binding on the caterer.
17. In case of failure to serve catering service on any given day by the caterer, double the expenses incurred by the college for making alternate arrangements will have to be borne by the caterer and shall be deducted from the caterer's bills. Bank's decision in this regard shall be final.

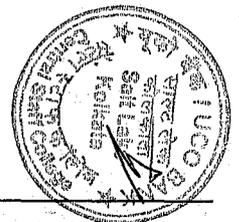


18. The Contract Agreement would be for a minimum period of two years and subsequently, may be renewed for an additional period of one year or part thereof, subject to satisfactory performance at the Bank's discretion.
19. In case of any further clarification / information you may contact Mr. U. K. Verma, Senior Manager, Administration, Landline no. is 033-23341994.
20. The tender would be accepted only when the following conditions are satisfied.
- The sealed quotations superscribed the envelope "Tender for offer of rate for providing catering services at CSC Kolkata" reach the college by
 - The total rate quoted per day along with bifurcation for breakfast, lunch, dinner, Bed Tea/Coffee should be clearly stated and should conform to the following stipulation :
- | | | |
|---|---|--|
| 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 / Tea /
Coffee
and snacks | : | 10% of the total amount Payable per day. |
21. The proprietor/firm 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.
22. Quotations not conforming to the above stipulations are liable to be rejected.

"Tender for offer of rate for providing catering services at CSC Kolkata".

B). Mode of submission of Two Bid System Tender:

Sealed Tenders are to be submitted in two parts. The envelope containing Part-I of tender should be super scribed clearly "Part-I (Technical Bid)" and the name of work whereas the separate envelope containing Part-II should be super scribed clearly "Part-II (Price Bid)" and the name of work. Both Part-I and Part-II should be sealed in a third envelop and should be super scribed clearly name of the work at top and will be addressed to 'The Dy.General Manager-Principal, UCO Bank, Central Staff College, GE-8, Sector-III, Salt Lake, Kolkata-700 106' and must be submitted **on or before the last date & time mentioned in tender document.**



► Part-I should contain following documents:

1. The covering letter
2. Photocopies of PAN card, VAT Registration, Service Tax Registration certificate, trade license .
3. Earnest Money Deposit of Rs.15,000/- in the form of P.O/DD favoring UCO Bank payable at Kolkata.
4. Photocopy of necessary license(s) / permit / sanction from the respective authority (ies) in respect of providing catering services, in Kolkata.
5. Copy of Terms & Conditions of tender duly signed by the tenderer as a token of acceptance of the same (Except Price Bid).
6. Document in support of minimum 3 years experience in providing catering services to an organization using minimum 50 meals (Lunch) per day of officer / executive level or experience in executing similar types of work minimum value of Rs.1.0 Lakh per month in a single work order in reputed PVT/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 bifurcation.**C) 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) Tender documents without "earnest Money" will not be considered.
- 4) Tenderers not satisfying 'Eligibility Criteria'.
- 5) If any indication of price/rate/charges is being found in Part-I of the tender.

D). EVALUTION CRITERIA OF THE TENDER: The tender will be evaluated on the basis of total quoted price (with bifurcation) including all levies, fabrication, transportation etc charges but exclusive of Service Taxes.

E) .Price and Taxes:

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



F). Terms of Payment : Bank will not pay any advance.

- i) The billing should be made every week by the caterer strictly on the basis of meals/tea/tiffin/breakfast/dinner etc. actually served.
- ii) No payment will be made till execution of Agreement, Submission of Performance Security Deposit.

F). Performance Security Deposit:

The Successful applicant who shall be awarded the contract shall have to deposit an amount of Rs. 1,00,000/- (Rupees One Lakh only) less EMD as Security Deposit with the Bank for performance of the contract in the form of Pay Order payable at Kolkata. If the successful applicant fails either to perform the contract or to give one month's notice for termination or breaches any terms and condition, the Bank reserves the right to forfeit the security deposit amount.

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

G). Execution of Agreement: The successful agency will have to execute an Agreement with Bank in non-judicial stamp paper of requisite value purchased in favour of the vendor or UCO Bank and as per the draft of Agreement as per Annexure-I.

H). INTEGRITY : Successful Contractor has to execute Integrity Pact as per Bank's format as per Annexure-II on Non-judicial Stamp Paper of appropriate value .

I). INDEMNITY BOND: Successful bidder has to submit Indemnity Bond as per Bank's format as per Annexure-III on Non-judicial Stamp Paper of appropriate value. If the successful applicant fails either to perform the contract or to give one month's notice for termination or breaches any terms and condition, the Bank reserves the right to forfeit the security deposit.

J) ORDER TERMINATION: The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions treating it as default / non performance of the contract **by giving one month written notice :**

- Fails to accept the purchase order within the specified time .
- Serious discrepancies noted in quantity and quality of food.
- Breaches in the terms and conditions of the Order
- Bank shall have the right to terminate the contract at any time at its own convenience by serving a prior written notice of 15 days to the successful bidder without assigning any reason and without cost or compensation therefor.





K) CONSEQUENCES OF TERMINATION: The Bank at its sole discretion shall invoke the Performance Security Deposit including EMD, and the Indemnity furnished towards non performance/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.

L). Date of Commencement:

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

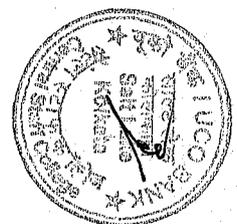
M). Contract period: The contract for providing the catering services will initially be for two year. On providing satisfactory catering services by the Catering Agency, the period of contract may be extended further for another one year and the quoted rates may also be reviewed with mutual consent on expiry of the initial contract period. However, the rates agreed with the Catering Agency will not be reviewed during the initial contract period.

24. 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 Head Office.

Dy. General Manager-principal,
UCO Bank, Central Staff College
Kolkata

Contract period: The contract for providing the catering services will initially be for two year. On providing satisfactory catering services by the Catering Agency, the period of contract may be extended further for another one year and the quoted rates may also be reviewed with mutual consent on expiry of the initial contract period. However, the rates agreed with the Catering Agency will not be reviewed during the initial contract period.

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 Head Office.



FORM OF TENDER

To
The Dy.General Manager-Principal(CSC Kolkata)
UCO Bank Central Staff College,
Salt Lake, Sector-III, Kolkata – 700 106

Sir,

1. We have carefully examined all the contents incorporated in the various parts of this Tender Document for Offer of rate for providing catering services at UCO BANK Central Staff College, GE-8, Sector-III, Salt Lake, Kolkata-700106. (providing Bed Tea,. Breakfast, Lunch, Dinner, Afternoon Tea, Snacks etc) per person per day and taken note of all the terms & conditions stated in the Tender Document in its various parts.

2. We enclose a Pay Order / Demand Draff for Rs 15,000/- (Rupees Twelve Thousand only) drawn in favour of UCO Bank and Payable at Kolkata as Tender Cost (P.O/DD No..... Date..... Issuing Bank..... Branch.....).

3. We also agree that our tender along with the prices will remain valid two years from the date of work order However, incase of need the Bank reserve the right to extend the validity period with the consent from us. We hereby agree to abide by and fulfill all other Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or Authorised Nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the purchase worder..

4. We also agree to keep the Performance Bank Gaurantee 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 without reference to us.

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 We are registered with Sales Tax Authorities and Service Tax Authorities and our registration numbers are as follows:

Sales Tax Registration Number /VAT Registration Number:

Service Tax Registration Number:

For and on behalf of

(With seal)
Signature _____ Name _____ Designation _____
DULY AUTHORIZED SIGNATORY _____ day of _____ 2015



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UCO BANK

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Offer of rate for providing catering services at UCO BANK Central Staff College, GE-8, Sector-III, Salt Lake, Kolkata-700106. (providing Bed Tea, Breakfast, Lunch, Dinner, Afternoon Tea, Snacks etc) per person per day.

PART-II (Price Bid)

Offer of rate for providing catering services at UCO BANK Central Staff College, GE-8, Sector-III, Salt Lake, Kolkata-700106. (providing Bed Tea, Breakfast, Lunch, Dinner, Afternoon Tea, Snacks etc) per person per day.
(Breakfast- 15% of the total rate , Lunch- 40% of the total rate ,Dinner- 35% of the total rate
Bed Tea / Tea / Coffee and snacks -10% of the total amount)

Price Schedule

Rupees in word(Total):

Service Tax:

Items	Bifurcation amount
Breakfast	
Lunch	
Bed Tea/Tea/Coffee & Snacks	
Dinner	

(Signature of bidder with seal) _____

Name _____

Designation _____

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.



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CENTRAL STAFF COLLEGE, KOLKATA.

यूकोबैंक UCO BANK



UCO BANK

Central Staff College

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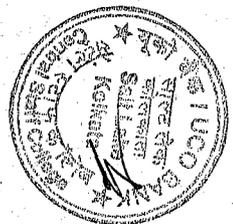
Website <http://www.ucobank.com>

UCO BANK

Central Staff College, Salt Lake, Kolkata

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ANNEXURES (I to III)

ANNEXURE-I

Draft Agreement

Article of agreement made this _____day of _____201

between the "UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the "ONE PART and M/s having its registered office at (herein after called "The Vendor") of the other part, which expression should include its successor/s and assignee/s.

ANNEXURES (I to III)

Whereas the Bank is desirous of executing Contract for at UCO Bank Central Staff College at GE-8, Sector-III, Salt Lake, Kolkata-700 106.

And whereas the said work as mentioned in the work order have been accepted and signed by and on behalf of the Vendor.

And whereas the vendor has agreed to execute upon and subject to condition set forth herein and work order, General conditions of contract, special condition of contract, including all other conditions as mentioned, in the work order, specifications and all correspondence exchanged by or between the parties from the submission of tender till the award of work, both letter inclusive,(all of which are collectively hereinafter referred to as "the said conditions") the work described in the said specification and included in the tender at the rates therein set for in UCO Bank Work Order No..... dated201 and amounting to the sum of Rs.....(Rupees only) inclusive of all Taxes .

" The Agreement executed herein shall remain valid for a period of 2 (two) years and on completion of which the same may be renewed/extended by the Bank for further period of One year or part thereof subject to the satisfactory performance of the contractor. "



NOW THIS MEMORANDUM WITNESSETH AS FOLLOWS -

(1) The contractor shall provide catering services to the trainees, and employees of UCO BANK as also to guests as may be directed by the Bank's prescribed menu within the overall of rate of Rs..... (Breakfast - Rs....., Lunch -/-, Dinner - Rs.....- & Tea and snacks - Rs.....) which includes :-

- i. Morning Tea
- ii. Break fast
- iii. Forenoon Tea
- iv. Lunch
- v. Afternoon Tea / Coffee
- vi. Evening Tea & Snacks
- vii. Dinner

(2) That the catering services shall be for the exclusive use of the Training Centre for its trainees, employees, Bank's guests and for such other persons as may be authorized by the Bank. No food stuff prepared in the Training Centre shall be served to any outside party or any food item will be allowed to be taken out of the College by the caterer except with the approval of authorities. However, trainees and staff members are entitled to use the canteen for consumption of food and other refreshments brought by them from outside the canteen.

(3) The caterer shall provide catering services as per prescribed menu given below or any menu fixed by the Bank from time to time keeping the overall cost in view.

iv. Lunch

(2) That the catering services shall be for the exclusive use of the Training Centre for its trainees, employees, bank's guests and for such other persons as may be authorized by the Bank. No food stuff prepared in the Training Centre shall be served to any outside party or any food item will be allowed to be taken out of the College by the caterer except with the approval of authorities. However, trainees and staff members are entitled to use the canteen for consumption of food and other refreshments brought by them from outside the canteen.



INSTRUCTIONS TO BIDDERS AND GENERAL TERMS & CONDITIONS

PROPOSED MENU CHART FOR CATERING ARRANGEMENT AT CENTRAL STAFF COLLEGE, KOLKATA

- 1 **BED TEA To be served in the rooms between 6 AM and 6.30 AM**
One cup dip tea (Taj Mahal or similar quality), coffee of good quality with biscuit of standard quality (1 piece)
- 2 **BREAKFAST To be served in the dining hall between 8 AM and 9.00 AM**
6 pcs Puri with dal / sabji, pickles, suji(halwa), Or 3 pcs Aloo paratha with pickle and curd Or 4 pcs idli with sambar and chutney Or 3 pcs dosa with sambar and chutney Or 1 plate Upma with sambar and chutney
Plus Egg Omllette with 4 slices bread toast with butter and jam
Plus 1 banana or fruit dish (Banana / Apple / Musambi / Papaya / Watermelon or any seasonal fruit)
- 3 **Forenoon Tea / Coffee (11.15 AM – 11.45 AM) To be served in the dining hall or in the class room as per instruction**
One cup dip tea (Taj Mahal or similar quality) / coffee of good quality with 2 biscuits of standard quality
- 4 **Lunch (1 PM – 2 PM) To be served in the dining hall.**
Chapati, Rice (of good quality), Green salad (Cucumber, Onions, carrots, lime), one vegetable curry, one vegetable fry, dal, papad, pickle / chutney, dahi (100 gms).
(Atleast one vegetable dish out of vegetable curry / fry should be prepared without aloo (potato).
Fish (150 gms) / Chicken(150 gms) / (Fish to be served three days in a week, Chicken to be served four days in a week.).
Two Rasagolla or Two Gulab Jamun or one cup ice cream or sandesh or one fruit
Special food to be served to diabetics as per their requirement.
- 5 **Afternoon Tea (3.15 PM - 3.30 PM) To be served in the dining hall or in the class room as per instruction**
One cup dip tea (Taj Mahal or similar quality) / coffee of good quality with 2 biscuits of standard quality
- 6 **Evening Tea & Snacks (5.30PM – 6.00PM) To be served in the dining hall or in the class room as per instruction**
One cup dip tea / coffee with two samosas (standard size) or 1 piece good quality cake or 6 pieces pakora or two pieces Aloo Bonda or two pieces bread sandwich
- 7 **Dinner (8.00 PM – 9.30 PM) To be served in the dining hall**
One soup (vegetarian) with croutons
Chapati, Rice (of good quality), Green salad (Cucumber, Onions, carrots, lime), one vegetable curry, one vegetable fry, dal, papad, pickle / chutney, dahi (100 gms).
(Atleast one vegetable dish out of vegetable curry / fry should be prepared without aloo (potato).
Fish (150 gms) / Chicken(150 gms) (Fish to be served four days in a week, Chicken to be served three days in a week).
Two Rasagolla or Two Gulab Jamun or one cup ice cream or sandesh or one fruit
Special food to be served to diabetics as per their requirement.
- 8 **Special Food (for resident participants) to be served once a week for Lunch on Friday**
Romali roti / Puri, Vegetable Fried Rice, Chicken Biryani, Vegetable cutlet, Dahi-vada, Mixed Vegetable, Fish fry / Chicken Manchurian (150 gms), Rajta, Chutney (Pudina / Dhaniya), Ice cream / Hot gulab jamun (2 pieces)



UNLESS OTHERWISE SPECIFIED ALL THE ITEMS FOR LUNCH AND DINNER ARE TO BE SERVED UNLIMITED.

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

FOR NON-RESIDENTIAL PARTICIPANTS :

- a. Forenoon Tea/Coffee with 2 biscuits (sweet, salted of quality brands)
 - b. Lunch : Just like Residential participants
 - c. Afternoon Tea / Coffee with two biscuits (same as Forenoon Tea/Coffee)
4. The contractor shall arrange hygienic cooking, proper handling by cooking/catering staff, and efficient and neat and clean service. Kitchen and Canteen to be cleaned by staff members of the contractor after every meal without fail and garbage to be taken out to Corporation Vat by contractor's staff.
 5. Service bearers engaged by the contractor should wear neat and clean uniform, glove, cap while on duty and shall have adequate experience in serving with etiquette and courtesy.
 6. The staff engaged by the contractor shall be solely under his employment, control and discipline and in case of termination of the contract the Bank shall not be liable for loss or damage, if any, caused to him or his employees. The Bank shall not also be liable in case of services of any of the employee are dispensed with by the contractor. The relationship between contractor and his employees will be a matter inter se between the contractor and them, and the Bank will have nothing to do with it. Further the contractor shall be responsible for acts of omission, commission, misbehavior on the part of his employees. The employees of the contractor will be contractor's own choice and in no case they will be regarded as employees of the Bank.
 7. The medium of cooking will be Sundrop / Sunflower / Double Refined Ground Nut Oil or any other cooking material which may be approved by the Bank from time to time.
 8. The contractor shall use all raw materials of best quality available in the market and in case it is found that any service or any item in any service is substandard, the Bank will be at liberty not to make any payment for the entire service or make appropriate deduction from the bills at its discretion.
 9. Bank will have the right to decide and to prescribe varieties and brands of various materials used in cooking and other preparations.



10. Menu for breakfast, lunch and dinner should be changed every day. Menu for the day should be displayed every day in the dining hall. A copy of it should be given one day in advance to administration department.
11. Supply of various items of food per head shall be unrestricted except where specifically stated.
12. The trainees who observe fast/fall ill, and who so intimate to the caterer should be provided with fruits, biscuits including milk and sweets at the breakfast, lunch and dinner or as requested by such trainees within the overall cost of the relative service.
13. Caterer shall supply special menu at the mutually agreed rates as and when Bank requires and shall claim the amount as per items ordered and supplied.
14. Bed tea/coffee shall be served to the participants and guests in their rooms.
15. Forenoon and afternoon tea/coffee, extra tea and coffee and other special services shall be served at the place desired by the college authorities.
16. The caterer shall provide the catering services as per the menu indicated above. As regards the rates, caterer shall not be entitled for revision for a period of two years from the date of this contract. However, Bank may agree for revision before the said period of two years due to unexpected steep rise in prices or for any other special reasons.
17. The caterer shall ensure that no material which is adulterated, sub-standard or is otherwise injurious to the user is used by himself or his employees or his representatives. The caterer shall be solely responsible for such uses, occurrence and/or consequences thereof.
18. Caterer shall keep the canteen open on all the days during the period when the training courses/workshops/seminars etc. are conducted by the bank and on other days as may be directed by the Bank authorities.
19. The caterer shall be responsible for maintenance and upkeep of the dining hall, kitchen etc and shall maintain and keep the canteen, kitchen and washing places of the said premises in clean and hygienic condition to the satisfaction of the Bank.
20. The caterer shall provide proper receptacles/bins etc. for throwing refuses from the canteen and shall arrange at his own cost for prompt and proper removal of such refuse from the said college premises every day.
21. Timings for various services such as morning tea, breakfast, etc. shall be fixed by the bank authorities from time to time and shall be strictly observed. Deviation shall require prior permission of the Bank authorities.
22. The caterer shall maintain a register showing the total number of beneficiaries datewise and shall get the signatures of Training Centre authorities at the end of the day. The



register shall include inter alia time and date of arrival and departure of trainees and guests for the purpose of billing.

23. In case of non-residential participants and others the charges shall be made at break up rates applicable to the services in the menu actually availed by them.
24. The caterer shall supply to the non-residential participants forenoon and afternoon tea/coffee and lunch.
25. In cases of guests and others the caterer shall provide services as directed by the Bank authorities.
26. For the participants who come on the previous day of the course or stay after the course is over payment will be made by the Bank on actual basis for whom the caterer will maintain proper records.
27. The College Authorities shall be the sole judge to decide and determine whether the quality of services rendered by the caterer is satisfactory. If any particular service is not found to be satisfactory, the payment for the particular service may be disallowed by the authorities either partially or wholly.
28. The caterer shall not in any way and at any time obstruct person(s) duly authorized by the Bank in this behalf from entering said premises/kitchen/dining hall etc. in order to inspect the canteen and/or fittings therein and/or for carrying out any repairs, additions and/or alteration or for any other lawful purpose.
29. The caterer shall at all-time allow Bank's authorized representatives to inspect the arrangements, preparations and supply of food and other services sincerely carry out directions, if any, given by such representatives for smooth running and maintenance of canteen.
30. The caterer shall issue proper receipt for the items, appliances, materials, utensils, furniture, fixtures, equipments etc. supplied by the Bank. If any, material supplied is found missing it shall be got replaced/reimbursed immediately by the caterer.
31. The caterer without any obligation of the bank shall comply with Central/State government, Municipal/Corporation Law / bye-laws , Rules, regulations, acts and notifications relating to employing contract. Labourers, preparation and sale of food stuff, beverages refreshments and shall obtain necessary records required for the purpose at his own expenses.
32. The caterer shall be responsible and liable personally for contravention of any provisions of any law including local public Health Laws, contract labour (Regulation & Acquisition) Act; 1970 and Income Tax Act, 1961 and sale of Goods Act 1980 and/or other Acts, Laws, Rules, Regulations, Notifications etc. whatsoever which may be applicable to the services required to be rendered under this agreement.



33. The caterer shall also be responsible for payment of any tax, including sales tax, if any, licence fees, charges and cess levied or to be levied by any competent local and/or other government authorities in connection with providing of any services under this contract.
34. For rendering efficient and effective catering services the caterer shall employ/engage at his own cost and risk sufficient number of persons as may be mutually agreed having regard to the services to be rendered. Persons employed/engaged by the caterer shall be free from contagious disease, medically fit, neat, tidy, well behaved, well experienced.
35. If any person engaged by the caterer is required by law to have minimum qualifications or licence or permit for rendering certain specific services, caterer shall verify and ensure before engaging any person for such service that possesses the required qualifications, licence or permit.
36. The caterer shall not engage or continue to engage for the purpose of catering any person whose employment/engagement is objected to by the Bank.
37. The caterer shall be solely responsible, answerable and liable for payment/grant of salaries, wages, allowances, bonus, benefits, retrenchments and all other amenities payable/allowable to persons employed/engaged by him.
38. The caterer shall be solely responsible and liable for any industrial or legal disputes arising out of employment sub-contract etc.
39. The caterer shall be liable for compensation payable, if any, on account of any accident inside or outside the premises. He shall take sufficient insurance coverage if necessary for this purpose.
40. The caterer and his persons shall abide by the order/discretions of College Authorities relating to rendering of various services.
41. No person or guests of the caterer shall stay overnight inside the premises of the college/hostel unless permitted by the Bank.
42. The caterer shall not remove any property either of the Bank or of his own without the written consent of the authorities.
43. The caterer shall not hold the bank responsible for any loss or damage to any furniture, fittings, stores, utensils, cutlery, crockery or any other goods or articles kept in the said premises during and after the continuance of this contract.
44. The caterer shall be responsible for and make good any loss or damage caused by an act or default on the part of his servants or agent(s) to the said premises of Bank's property therein permitted to be used by the caterer.



45. On expiry or earlier cancellation of this agreement the caterer shall surrender to the Bank all licenses and permits then in force relating to the running of the canteen and extend all assistance in his power for getting the said licenses and permits transferred to the bank or his nominees. In the event of such transfer, the bank shall pay the caterer a fair proportion of the cost thereof for the unexpired period in the said licenses and permits.
46. On expiry of the earlier termination of this agreement, the caterer including his servants and agents shall vacate the premises immediately provided however, the caterer shall be allowed to remove on written consent of the bank authorities, the furniture, fittings, crockery, cutlery, utensils and all other articles belonging to the caterer without in any way causing damage or inconvenience to the persons, premises and the bank's properties thereon.
47. In the event of any confusion, clarification, controversy, problem or insufficiency as to the application/interpretation of any of the provisions and/or the terms and conditions mentioned hereinabove, the decision of the bank shall be final and binding on the caterer.
48. College Authorities for the purpose of this agreement means and includes the Principal and/or any other official/staff in the college who performs or is entrusted with the duty of supervising/looking after administrative works relating to one or more of services required to be rendered by the caterer under this agreement.
49. The Bank shall provide the following items free of cost:
- Accommodation for cooking, stocking and dining;
 - Electricity;
 - Water;
 - Water Cooler
 - Hot Case;
 - Refrigerator;
 - Toaster;
 - Kitchen Deep freezer
50. The other items such as crockery, cutlery, utensils, napkins and table covers etc. will be arranged by the contractor and they will be adequate in number and of good quality – acceptable to the Bank. Replacement due to loss and breakage of the crockery will be caterer's responsibility.
55. It should be clearly understood that the billing should be made strictly on the basis of meals/tea/tiffin/breakfast/dinner etc. actually served.
56. The contractor shall not charge for the particular service not availed of by a person if he receives advance intimation of 12 hours. The bank may indicate the requirement for catering service if there is a schedule for training for more number of participants than



normal on given day before 12 hours.

57. The contractor may submit his bills on weekly basis and payment will generally be made Within 10 days. Payment is subject to provisions of Income Tax contract Labour (Regulations & Abolition) Act 1970 and any other act applicable to such payments. The contract can be terminated by giving 3 (three) months' notice by the contractor or 1 (one) month's notice by the Bank.
58. The contractor shall deposit a sum of Rs100,000/- (Rupees One Lac only) with the Bank for due performance of the contract on his part. The Bank reserves the right to forfeit the same caution money of Rs.100,000/- deposited by the contractor if he fails either to perform the contract or to give 3 months' notice for termination of the contract or for the breach of any terms and conditions.
59. Menu list mentioned above is subject to a change as per our direction within the overall rates. on given day before 12 hours.
60. Payment for minimum fifteen persons may be considered if there are less than fifteen participants for programmes running at the college. However minimum guarantee provisions will not be applicable when there is no programme running at the college.
61. The contractor will not assign the catering work of Central Staff College, Kolkata, partly or fully to any other agency in any circumstances.
62. All terms and conditions stipulated hereinabove are effective from to No request for any revision in the catering rates will be entertained during this period.
59. Menu list mentioned above is subject to a change as per our direction within the overall rates.

IN WITNESS WHEREOF the parties to this Agreement subscribe their hands and seals the day, month & year above written

..... All terms and conditions stipulated hereinabove are effective from to No request for any revision in the catering rates will be entertained during this period.

(Seal & Signature of the Authorised Signatory of the Bank)

(Seal & Signature of the Authorised Signatory of the Company)



ANNEXURE-IIFORMAT OF INTEGRITY

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 and its Central Staff College at GE-8, Salt Lake, Sector-III, Kolkata-700106, hereinafter referred to as "**Bank**" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) of the "**ONE PART**

And

..... Hereinafter referred to as "The Bidder/Contractor".

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for.....The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder (s) and / or contractor (s).

In order to achieve these goals, the Bank will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Bank.

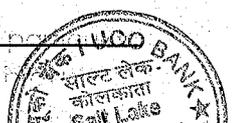
1.The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Bank will during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidders (s) the same information and will not provide to any Bidders (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Bank will exclude from the process all known prejudiced persons.

2. If the Bank obtains information on the conduct of any of its employees which is criminal offence under the IPC/PC Act, or it/if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer and in addition initiate disciplinary actions.

Sections 2 – Commitments of the Bidder (s)/Contractor(s)

1. The bidder(s) /contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) contractor(s) will not directly or through any other persons of firm, offer promise or give to any of the Bank's employees involved in the tender process of the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in

exchange any advantage or during the execution of the contract.

b. The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement of understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process .

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s) / contractors will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractor (s) of foreign origin shall disclose the name and address of the Agent/representatives in India, if any. Similarly the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign Banks, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder (s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Bank is entitled to disqualify the Bidder (s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-B".

Section 4 : Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.



2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3; the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to Performance Security Deposit.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject he can be disqualified from the tender process and action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 : Equal treatment of all Bidders/Contractors/subcontractors.

1. The Bidder (s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing.
2. The Bank will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 : Criminal charges against violation Bidder(s)/Contractor(s)/Sub contractor(s).

If the Bank obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, UCO Banks.
3. The Bidder(s)/Contractor (S) accepts that the Monitor has the right to access without restriction to all project documentation of the Bank including that provided by the Contractor.

The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The



Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act, in a specific manner refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman & Managing Director, UCO Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and should be occasion arise, submit proposals for correction of problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the UCO Bank.
8. If the Monitor has reported to the Chairman & Managing Director, UCO Bank a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, UCO Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration.

This pact begins when both parties have legally signed it, if expires for the contractor 10 months after the last payment under the contract, and for all other Bidders & Months --- the contract has been awarded.

If any claim is made lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director, UCO Bank.

Section 10 – Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Bank i.e.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.





- If the Contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Bank)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Place _____

Date _____

Date _____

Witness : (Name & Address)

Witness : (Name & Address)

(For & on behalf of the Bank)

Place

Date

(Name & Address)



Annexure-III

Draft INDEMNITY Bond

KNOW all men by these presents that I/We, Shri/Smt....., son/daughter/wife of Shri..... residing at, as Proprietor/Partner/Director of, having office at, a contractor/Vendor and have submitted an offer in response to Tender Notice No. dated being being the indemnifier do hereby execute indemnity bond in favour of UCO Bank having their Head Office at 10, B.T.M Sarani, Kolkata-700 001 and having General Administration Department, at 1A, Russel Street, Kolkata- 700071 on this--- day of -----, 2015.,

WHEREAS the Bank invited tenders for-AND WHEREASsubmitted tenders amongst others for the said work.

AND WHEREAS the Bank after observing all formalities in the matter, accepted the tender submitted byand informed them by its letter datedAND WHEREAS pursuant to acceptance of the tender given by the said Contractor, the Bank and the said Contractor have entered into an Agreement on.....for.....

AND WHEREAS it is one of the terms of the said Tender-Contract that the Contractor shall give an indemnity in the manner hereinafter appearing:

NOW THIS BOND OF INDEMNITY WITNESSTH AS FOLLOWS:

In consideration of the Bank having agreed to award the aforesaid contract to us more particularly described and stated in the aforesaid Agreement dated ----- and the related tender documents, we do hereby agree ad undertake that we, being the indemnifier shall, at the time hereinafter save and keep the bank harmless and indemnified including its respective Directors, officers and employees and keep them indemnified from and against

1. Any third party claims, civil or criminal complaints/ liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, and/or for violating any law, rules and regulations in force, for the time being while executing civil work by me/us.

In consideration of the Bank having agreed to award the aforesaid contract to us more particularly described and stated in the aforesaid Agreement dated ----- and the related tender documents, we do hereby agree ad undertake that we, being the indemnifier shall, at the time hereinafter save and keep the bank harmless and indemnified including its respective Directors, officers and employees and keep them indemnified from and against



2. Any damages, loss or expenses due to/resulting from any negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
3. Any claim by an employee of mine/ours or of sub-contractors if any, under the Workmen Compensation Act and Employer Liability Act or any other law, rules and regulations in force for the time being and any acts replacing and/or amendments thereof as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of execution of the contract work and/or arising out of and in course of employment of any workmen/employee.
4. Any act or omission of mine/ours or sub-contractors if any, ours/theirs servants or agents which may involve any loss, damage, liability, civil or criminal action.
5. We further agree and undertake that we shall during the contract period, ensure that all permissions, authorisations, consents are obtained from the local and or municipal and//or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.
6. If any, additional approval, consent or permission is required by us to execute and perform the contract during the currency of the contract, we shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
7. Our obligations herein are irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid agreement or the insolvency, bankruptcy, re-organisation, dissolution, liquidation or change in ownership of the bank or indemnifier.
8. Our obligation under this bond shall not be affected by any act, omission, matter or thing which would reduce, release us from any of the indemnified obligation under this indemnity or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to the bank).





9. This indemnity shall be governed by and construed in accordance with the laws of India. We irrevocably agree that any legal action suit or proceedings arising out of or relating to its indemnity may be brought in the Courts, Tribunals at ----- . Final judgment against us in any such action, suit or proceedings shall be conclusive and may be enforced in any other jurisdiction by way of suit on the judgment/decree, a certified copy of which shall be conclusive evidence of the judgment/decree, or in any other manner provided by law. By the execution of this indemnity, we irrevocably submit to the exclusive jurisdiction of such Court/Tribunal in any such action suit or proceeding.

IN WITNESS WHEREOF

----- (Name of Contractor) has set his/their hands

on this ----- day of -----, 2015

SIGNED AND DELIVERED BY THE AFORESAID ----- (Name of Authorised person)

IN THE PRESENCE OF WITNESS

1)

2)

