

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honors your trust



UCO BANK

Head Office, General Administration Department

10. B.T.M Sarani Kolkata-700,001

Email: hogad.calcutta@ucobank.co.in

Phone: 033-44558415/8446

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

RFP for rate per meal towards supply of lunch in proper container to Bank's Executives working at UCO Bank, Head Office – II, at DD-3&4, Sector – I, Salt Lake, Kolkata – 700064.

PART-I

INDEX

Sl.No.	Particulars	Page No.
1	INVITATION FOR TENDER OFFERS	3-4
2	ELIGIBILITY CONDITIONS	5
3	INSTRUCTIONS TO BIDDERS AND GENERAL TERMS & CONDITIONS	6-11
4	FORM OF TENDER	12
5	PRICE SCHEDULE	14-15
6	TECHNICAL OFFER	15-19
7	ANNEXURE-I-(DRAFT AGREEMENT)	17-22
8	ANNEXURE-II-(FORMAT OF INTEGRITY)	23-28
9	ANNEXURE-III-(DRAFT INDEMNITY)	29-32

UCO Bank, General Administration Department, Head Office,

10. B. T. Sarani Kolkata – 700 0001 Phone: : 033-44558415/8446 E-mail: hogad.calcutta@ucobank.co.in

Invitation for tender offers

A).UCO Bank invites sealed tender offers in two part (Part-I & Part-II) from reputed Kolkata based vendors doing catering/hotel/food supply etc towards supply of lunch in proper container to Bank's Executives working at UCO Bank, Head Office – II, at DD-3&4, Sector – I, Salt Lake, Kolkata – 700064.

A complete set of tender document to be downloaded by the eligible tendered from the website www.ucobank.com

B)

<u>Tender Reference</u>	TENDER/HO-GAD /2018-19 dated.08./03./2019
Bid	Offer of rate per meal towards supply of lunch in proper container to Bank's Executives working at UCO Bank, Head Office – II, at DD-3&4, Sector – I, Salt Lake, Kolkata – 700064.
Advertisement in News Papers and Bank's website on	...08../03./2019
Estimate	Estimated cost for the project is Rs. 2.10 Lakh plus GST /month (Approx 70 Meals per day for 23 days.)
Tender Cost	Rs.250/- (Rupees Two Fifty) [non-refundable] payable by crossed Demand Draft/Pay Order drawn in favour of "UCO Bank" and payable at Kolkata.
Amount of Earnest Money to be deposited along with the tender :	Rs.10,000/- (Rupees Ten 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 contract period. EMD of successful bidder will be forfeited if the successful bidder backs out.
Last Date & Time for Submission of Tender	Date : 29./03../2019 upto 2.30 PM at UCO Bank, GAD, Head Office at 10. B.T.M Sarani Kolkata-700001
Date and Time of Opening Technical Bid i.e Part-I	Date : 29./03./2019 at 4:00 PM at UCO Bank, GAD, Head Office at 10. B.T.M Sarani Kolkata-700001
Submission of Bids	The bidders shall submit bid in a sealed cover envelope. The said envelope, super scribed as "Tender for Offer of rate per unit towards supply of lunch in proper container to Bank's Executives working at

UCO Bank, General Administration Department, Head Office,

10. B. T. Sarani Kolkata – 700 0001 Phone: : 033-44558415/8446 E-mail: hogad.calcutta@ucobank.co.in

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honors your trust

	<p>UCO Bank, Head Office – II, at DD-3&4, Sector – I, Salt Lake, Kolkata – 700064." is to be sealed and addressed to</p> <p>The Dy.General Manager (H.O-GAD) UCO Bank Head Office, General Administration Department 10. B.T.M Sarani Kolkata-700,001 West Bengal</p> <p>'Part-I' of the tender document must be superscribed as Techinal Bid'</p> <p>'Part-II' of the tender document must be superscribed as Price Bid'</p>
Date of Opening of Financial Bid	We will open Part-II of tender for those vendors who will be qualified for Part-I of Tender. Date of opening of Part-II of tender will be communicated to all eligible vendors.
Validity of Tenders	90 (Ninety) days from the date of opening.
Address of Communication	Dy.General Manager, UCO Bank, GAD, Head Office, 10. B.T.M sarani Kolkata-700,001
Contact Number	(033)22256455/44558415/44558446 Fax : Email: hogad.calcutta@ucobank.co.in

C)_All the 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 Offered/Tendered.

Dy. General Manager,
Head Office -GAD
UCO Bank, Kolkata

UCO Bank, General Administration Department, Head Office,

10. B. T. Sarani Kolkata – 700 0001 Phone: : 033-44558415/8446 E-mail: hogad.calcutta@ucobank.co.in

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honors your trust

Eligibility conditions:

- 1) The applicant Agency must have minimum 3 years experience in catering services/hotel service/Restaurant Business having minimum 150 meals (Lunch/meal) per day or The Agency should have experience in executing similar types of work minimum value of Rs.1.60 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 / 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 GST Registration and PAN card.
- 5) The Agency has to submit letter of satisfaction for providing catering service from the previous employer.
- 6) Agency must have their office at Kolkata.
- 7) Company must have valid trade license from Kolkata Municipal corporation for catering/food supply business at Kolkata.

Dy. General Manager,
Head Office -GAD
UCO Bank, Kolkata

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS & CONDITIONS

Approximate number of Executives availing the lunch facility shall be as under :

Non – Vegetarian lunch (For Top Executives) - Approximately 20 heads per day.

Vegetarian lunch - Approximately 50 heads per day.

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

Standard menu of lunch to be supplied shall be as under:

Morning :& Evening : Tea Two Times.

UCO Bank, General Administration Department, Head Office,

10. B. T. Sarani Kolkata – 700 0001 Phone: : 033-44558415/8446 E-mail: hogad.calcutta@ucobank.co.in

Vegetarian lunch:

1. Vegetable curry like Alugobi, mixed vegetable, Alu matar, Matar panir, Chanar dalna and the like. (2 vegetable dishes)
2. Dal (Masoor, Mung and Arhar)
3. Dahi (100 gms.)
4. Rice (super fine quality)
5. Chapati / Puri / Salad
6. Dessert (Sweet)-One
7. Seasonal fruits (200 Grams)
8. Disposable Plate/ Spoon/ Napkin

Non – Vegetarian lunch:

- i) Vegetable curry like Alugobi, mixed Vegetable, Alu matar, Matar panir, Chanar dalna and the like (1 vegetable dishes).
- ii) Dal (Masoor, Mung and Arhar)
- iii) Fish (75-100 gms) Or
- iv) Chicken (100gms) Or
- v) Mutton (100 gms.)
- vi) Dahi (100 gms.)
- vii) Rice (super fine quality)
- viii) Chapati / Puri /
- ix) Salad
- x) Dessert (Sweet)-!
- xi) Seasonal fruits (200 Grams).
- xii) Disposal Plate/ Spoon/ Napkin.

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

Terms and Conditions :A).General Terms & Conditions:

1. 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 everyday and garbage to be taken out to Municipality garbage vat.
2. Service persons engaged by the caterer should wear neat and clean uniform 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.
4. The medium of cooking will be Sundrop / Sunflower / Double refined ground nut 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 sub standard, 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.

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 (GA), UCO Bank, General Administration Deptt, 10. B.T.M sarani Kolkata-700,001 and must be submitted on or before the last date & time mentioned in page no.3.

►Part-I should contain following documents:

1. The covering letter
2. Photocopies of PAN card, GST Registration , trade license .
3. Earnest Money Deposit of Rs.10,000/- and tender cost of Rs.250/- 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/ authorities in respect of providing catering services, in Kolkata.
5. Copy of Terms & Conditions of tender duly signed by the tendered 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 150 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.
8. Documents in support of Eligibility Criteria.

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

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) Earnest money and tender cost is not deposited.
- 4) Not fulfilling the eligibility criteria as mentioned in 'Eligibility Criteria'.
- 5) If any indication of price/rate/charges is being found in Part-I of the tender.

D). EVOLUTION CRITERIA OF THE TENDER: The tender will be evaluated on the basis of total quoted price as per BOQ including all levies, fabrication, transportation etc charges but exclusive of GST.

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 .GST 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 month by the caterer strictly on the basis of lunch boxes / plates actually served. Duly signed and stamped sheet of Bank Official regarding lunch boxes / plates served per day must be attached with the bill. A separate sheet to be prepared showing the names and designations of our Executives working in said Office and the same to be submitted along with the bill duly signed by the respective Executives on daily basis to whom lunch is served.
- ii) The caterer shall not charge for lunch service not availed by a person if he receives advance intimation of 12 hours.
- iii) Attendance of the guest shall be authenticated by the executive to whom the guest is accompanying.
- iv) In case of failure to serve lunch on any given day by the caterer or on receipt of serious complain about quality of food including adulteration or foreign material into meal, damages @ Rs.1,000/- per day shall be deducted from the caterer's bills

v) 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.2,10,000/- (Rupees Two Lakh Ten Thousand only)** as Security Deposit with the Bank for performance of the contract in the form of Bank Guarantee (as per Bank's approved format) from any schedule commercial Bank (other than UCO Bank or its subsidiary). 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 will be returned without any interest to the successful agency after expiry of satisfactory contract period.

EMD will be returned without any interest to the successful agency after submission of The performance Security Deposit.

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 .

J) ORDER TERMINATION: The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time 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 15 days written notice without any cost or compensation:

a. Fails to accept the purchase order within the specified time .

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 15 days to the successful bidder without assigning any reason and without cost or compensation therefor.

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honors your trust

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 one 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,
Head Office -GAD
UCO Bank, Kolkata

UCO Bank, General Administration Department, Head Office,

10. B. T. Sarani Kolkata – 700 0001 Phone: : 033-44558415/8446 E-mail: hogad.calcutta@ucobank.co.in

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honors your trust

FORM OF TENDER

To
The Dy.General Manager(H.O-GAD)
UCO Bank Head Office, General Administration Department
10. B.T.Sarani
Kolkata – 700001

Sir,

1. We have carefully examined all the contents incorporated in the various parts of this Tender Document for Offer of rate per meal towards supply of lunch in proper container to Bank's Executives working at UCO Bank, Head Office – II, at DD-3&4, Sector – I, Salt Lake, Kolkata – 700064, and taken note of all the terms & conditions stated in the Tender Document in its various parts.

2. We enclose a Pay Order / Demand Draft (P.O/DD No..... Date..... Issuing Bank..... Branch.....) for **Rs 10,000/-** (Rupees **Ten** Thousand only) drawn in favour of UCO Bank and Payable at Kolkata as EMD & Pay Order / Demand Draft of Rs.250/- 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 one years from the date of work order. However, in case of need the Bank reserve the right to extend the validity period with the consent from us. We hereby agree to abide by and fulfil 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 order..

4. We also agree to keep the Performance Bank Guarantee 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 _____.

7. GST Registration Number: _____

(With seal)
Signature _____ Name _____ Designation _____

DULY AUTHORIZED SIGNATORY _____ day of _____ 2019

UCO Bank, General Administration Department, Head Office,

10. B. T. Sarani Kolkata – 700 0001 Phone: : 033-44558415/8446 E-mail: hogad.calcutta@ucobank.co.in

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honors your trust



UCO BANK

Head Office, General Administration Department

10. B.T.M Sarani Kolkata-700,001

Email: hogad.calcutta@ucobank.co.in

Phone: : 033-44558415/8446

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

RFP for rate per meal towards supply of lunch in proper container to Bank's Executives working at Uco Bank, Head Office – II, at DD-3&4, Sector – I, Salt Lake, Kolkata – 700064.

PART-II (Price Bid)

Price Bid for Offer of rate per meal towards supply of lunch in proper container to Bank's Executives working at UCO Bank, Head Office – II, at DD-3&4, Sector – I, Salt Lake, Kolkata – 700064.

Price Schedule (BOQ)

Morning& Evening : Tea Two Times.

Sl. No	Description	Per Plate Price, (Rs)
1	<u>Price for per meal Vegetarian lunch:</u> 1. Vegetable curry like Alugobi, mixed vegetable, Alu matar, Matar panir, Chanar dalna and the like. (2 vegetable dishes) 2. Dal (Masoor, Mung and Arhar) 3. Dahi (100 gms.) 4. Rice (super fine quality) 5. Chapati / Puri / 6. Salad 7. Dessert (Sweet)-1 8. Seasonal fruits (200 Grams) 9. Disposable Plate/ Spoon/ Napkin	

UCO Bank, General Administration Department, Head Office,

10. B. T. Sarani Kolkata – 700 0001 Phone: : 033-44558415/8446 E-mail: hogad.calcutta@ucobank.co.in

2	<u>Price for per meal Non – Vegetarian lunch:</u> 1. Vegetable curry like Alugobi, mixed Vegetable, Alu matar, Matar panir, Chanar dalna and the like (1 vegetable dishes). 2. Dal (Masoor, Mung and Arhar) 3. Ruhu /Katla Fish (75-100 gms) [2days in a week] Or 4. Chicken (100gms) [2days in a week]Or 5. Mutton (100 gms.) [2days in a week] 6. Dahi (100 gms.) 7. Rice (super fine quality) 8. Chapati / Puri / 9. Salad 10. Dessert (Sweet)-1 11. Seasonal fruits (200 Grams). 10. Disposable Plate/ Spoon/ Napkin	
5	Total cost	

Rupees in word:

GST (will be paid extra at actual):

(Signature of bidder with seal) _____

Name _____

Designation _____

Note: The Bank reserves the right, not to execute all items of work or to execute the full quantity of items, as mentioned in schedule of quantities.

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honors your trust



UCO BANK

Head Office, General Administration Department

10. B.T.M sarani Kolkata-700,001

Email: hogad.calcutta@ucobank.co.in

Phone: 03344558415/8446

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

RFP for rate per meal towards supply of lunch in proper container to Bank's Executives working at UCO Bank, Head Office – II, at DD-3&4, Sector – I, Salt Lake, Kolkata – 700064.

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.

UCO Bank, General Administration Department, Head Office,

10. B. T. Sarani Kolkata – 700 0001 Phone: : 033-44558415/8446 E-mail: hogad.calcutta@ucobank.co.in

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honors your trust

Whereas the Bank is desirous of executing Contract for at
UCO Bank Head Office at

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 .

NOW IT IS HEREBY AGREED AS FOLLOWS:

The following documents attached hereto shall be deemed to form an integral part of
this Agreement:

- (a) Work order letter no-..... dated.....
- (b) R.F.P.(Request For Proposal) dated
- (c) Corrigendum if any

A). General Terms & Conditions:

(1) Scope of work: **Supply of lunch in proper container to Bank's Executives** working at UCO
Bank, Head Office – II, at DD-3&4, Sector – I, Salt Lake, Kolkata – 700064.

Approximate number of Executives availing the lunch facility shall be as under:

Non – Vegetarian lunch (For Top Executives) - Approximately 20 heads per day.

Vegetarian lunch - Approximately 50 heads per day.

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

Standard menu of lunch to be supplied shall be as under:

UCO Bank, General Administration Department, Head Office,

10. B. T. Sarani Kolkata – 700 0001 Phone: : 033-44558415/8446 E-mail: hogad.calcutta@ucobank.co.in

Vegetarian lunch:

- 1) Vegetable curry like Alugobi, mixed vegetable, Alu matar, Matar panir, Chanar dalna and the like. (2 vegetable dishes)
- 2) Dal (Masoor, Mung and Arhar)
- 3) Dahi (100 gms.)
- 4) Rice (super fine quality)
- 5) Chapati / Puri /
- 6) Salad
- 7) Dessert (Sweet)-1
- 8) Seasonal fruits (200 Grams)
- 9) Disposable Plate/ Spoon/ Napkin

Non – Vegetarian lunch:

- 1) Vegetable curry like Alugobi, mixed Vegetable, Alu matar, Matar panir, Chanar dalna and the like (1 vegetable dishes).
- 2) Dal (Masoor, Mung and Arhar)
- 3) Fish (75-100 gms) Or
- 4) Chicken (100gms) Or
- 5) Mutton (100 gms.)
- 6) Dahi (100 gms.)
- 7) Rice (super fine quality)
- 8) Chapati / Puri
- 9) Salad
- 10) Dessert (Sweet)-1
- 11) Seasonal fruits (200 Grams).
- 12) Disposable Plate/ Spoon/ Napkin

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

Conditions for Work:

1. 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 everyday and garbage to be taken out to Municipality garbage vat.
2. Service persons engaged by the caterer should wear neat and clean uniform 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.
4. The medium of cooking will be Sundrop / Sunflower / Double refined ground nut 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 sub standard, 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.

B) 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 .GST 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.

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

- i) The billing should be made every month by the caterer strictly on the basis of lunch boxes / plates actually served. Duly signed and stamped sheet of Bank Official regarding lunch boxes / plates served per day must be attached with the bill. A separate sheet to be prepared showing the names and designations of our Executives working in said Office and the same to be submitted along with the bill duly signed by the respective Executives on daily basis to whom lunch is served.
- ii) The caterer shall not charge for lunch service not availed by a person if he receives advance intimation of 12 hours.
- iii) Attendance of the guest shall be authenticated by the executive to whom the guest is accompanying.
- iv) In case of failure to serve lunch on any given day by the caterer, damages @ Rs.5,000/- per day shall be deducted from the caterer's bills
- v) No payment will be made till submission of Performance Security.

D). Performance Security Deposit : The Successful applicant who shall be awarded the contract shall have to submit Bank Guarantee of an amount of Rs.75,000/- (Rupees Seventy Five thousand only) 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 invoke Bank Guarantee

The EMD will be returned without any interest to the successful agency after submission of Performance Security Deposit.

E) ORDER TERMINATION: The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time 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 one month written notice without any cost or compensation:

- a. Fails to accept the purchase order within the specified time .
- b. Serious discrepancies noted in quantity and quality of food.
- c. Breaches in the terms and conditions of the Order
- d. If there is any conflict of interest between bank and vendor.
- d. 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.

F) 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.

G). Date of Commencement:

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

H). Contract period: The contract for providing the catering services will initially be for one 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.

I). 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.

J). Others Terms-

i. Nothing contained in this Agreement shall be construed as establishing or creating between the Parties, a relationship of master and servant or Bank and agent.

ii. The Vender shall be jointly and severally liable to and responsible for all obligations for performance of works including that of its Associates under the Agreement.

iii. The Vender shall at all times indemnify and keep indemnified Bank any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or agents or by any other 3rd Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.

iv. Disputes and governing laws :

v) In case of any dispute or difference arising out of or in connection with Tender Document or purchase contract or in carrying out of the installation of the machine (whether during the progress of the installation or after completion and whether before or after the determination, abandonment or breach of contract) except as to any of the excepted matters provided hereunder the parties hereto, shall first Endeavourer to settle such disputes or differences amicably. If both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrators as provided herein.

vi) In case of failure of such amicable settlement by the parties, either party may within 28 days of such a failure give a written notice to the other party requiring that all matters of dispute or difference be arbitrated upon. Such written notice shall specify the matters, which are in dispute, or differences, which require to be referred to arbitrator. A single arbitrator should be appointed by both the parties jointly or in case of disagreement as regards appointment of a single arbitrator, both the parties shall appoint one arbitrator each and the two arbitrators so appointed shall appoint an umpire.

vii) The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitrations.

viii) In the event of the Arbitrator or any one of the arbitrators, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set-aside by the Court for any reason it shall be lawful for the parties to appoint another Arbitrator in the manner provided herein above.

ix) The venue of arbitration shall be Kolkata, INDIA.

x) The Arbitrator or Arbitrators so appointed under this Schedule shall hold the arbitration proceedings.

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honors your trust

xi) Pending reference to arbitration and award thereon, the parties shall make all endeavors to complete the installation of machines in all respects as herein contracted and all disputes, if any, will finally be settled in the arbitration.

13) The Arbitrator, Arbitrators, as the case may be, shall give reasoned award in respect of each item of disputes, which shall be final and binding on both the parties. It is agreed that the supplier shall not delay the carrying out of the installation of machines by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the installation of machines with all due diligence and shall, until the decision of the Arbitrators is given, abide by the terms and conditions of the contract herein, as also instructions with regard to the actual carrying out of the installation of the machines herein contracted and shall relieve the supplier of his obligations to adhere strictly to the terms and conditions of the purchase contract herein as also instructions with regard to the actual carrying out of the installation of machines.

14) INTEGRITY: Vendor agrees to execute Integrity Pact as per Bank's format as per bank's format on Non-judicial Stamp Paper of appropriate value.

15) INDEMNITY BOND: Vendor agrees to submit Indemnity Bond as per Bank's format as per bank's format on Non-judicial Stamp Paper of appropriate value .

xiii) Non-Discourser: The successful bidder must undertake that they shall hold in trust any information received by them, under the Contract/Agreement and the stickiest of confidence shall be maintained in respect of such information.

xiv). Non Assignment: Successful bidder, shall agreed to neither the subject matter of the agreement nor any right here in shall be transferred,sub-contracted,assigned or delegated to any third party by the successful bidder without prior written consent of the Bank.

In witness where of the Employer and the vendor have set their respective hands on the day and year first herein above written.

Signed on behalf of the UCO Bank

Signature on behalf

of the vendor

By its duly authorized Officer

in presence of:

In presence of:

1) Signature.....

1) Signature.....

Name with address:

Name with address:

2) Signature.....

2) Signature.....

Name with address

Name with address:

UCO Bank, General Administration Department, Head Office,

10. B. T. Sarani Kolkata – 700 0001

Phone: : 033-44558415/8446

E-mail: hogad.calcutta@ucobank.co.in

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 General Administration Department at 10 B.T.M sarani Kolkata-700,001 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

..... Here in after 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 if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Office and in addition can 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 Bank.
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)

UCO Bank, General Administration Department, Head Office,

10. B. T. Sarani Kolkata – 700 0001 Phone: : 033-44558415/8446 E-mail: hogad.calcutta@ucobank.co.in

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honors your trust

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 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 10. B.T. M Sarani Kolkata-700,001 on this-- day of -----, 20____.,

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

UCO Bank, General Administration Department, Head Office,

10. B. T. Sarani Kolkata – 700 0001 Phone: : 033-44558415/8446 E-mail: hogad.calcutta@ucobank.co.in

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.
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, authorizations, 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.

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honors your trust

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-organization, 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 -----, 201

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

IN THE PRESENCE OF WITNESS

1)

2)

UCO Bank, General Administration Department, Head Office,

10. B. T. Sarani Kolkata – 700 0001 Phone: : 033-44558415/8446 E-mail: hogad.calcutta@ucobank.co.in

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honors your trust

UCO BANK

UCO Bank, General Administration Department, Head Office,

10. B. T. Sarani Kolkata – 700 0001 Phone: : 033-44558415/8446 E-mail: hogad.calcutta@ucobank.co.in