

**Central Staff College**  
**GE-8 Block III, Salt Lake, Kolkata 700106**  
**E mail : csc.calcutta@ucobank.co.in**

RFP for providing catering services (bed tea, breakfast, lunch, afternoon tea, evening snacks and dinner) at UCO Bank, Central Staff College, GE -8, Sector- III Salt Lake, Kolkata 700106 per person per day.

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**PART-I**  
**Technical Bid**

**1. Invitation for Tender Offers (Bids)**

**A )** UCO Bank invites sealed tender offers in two part ( Part-I & Part-II) from reputed Kolkata based vendors doing catering/hotel/food supply at **UCO Bank, Central Staff College, GE -8, Sector- III, Salt Lake, Kolkata 700106** on the basis of per person per day.

A complete set of tender document to be downloaded by the eligible tendered from the website [www.ucobank.com](http://www.ucobank.com)

**B)**

Tender Reference	CSC/KOL/2021-22 / 01/dated 8 <sup>th</sup> March, 2022
Bid	<b>Offer to provide catering services (bed tea, breakfast, lunch, afternoon tea, evening snacks and dinner) at UCO Bank, Central Staff College, GE - 8, Sector- III Salt Lake, Kolkata 700106 on the basis of per person per day.</b>
Advertisement in News Papers and Bank's website on	8 <sup>th</sup> March 2022
Pre-bid meeting	10 <sup>th</sup> March 2022
Bid document download starts on	8 <sup>th</sup> March 2022
Bid Submission starts on	8 <sup>th</sup> March 2022
Last Date & Time for Submission of Technical and financial bids.	23 <sup>rd</sup> March, 2022 upto 3:00 pm at UCO Bank, Central Staff College, GE -8, Sector- III Salt Lake, Kolkata 700106
Amount of Earnest Money to be deposited along with the tender :	Rs.25,000/- (Rupees twenty five Thousand only ) payable by crossed Demand Draft/Pay Order drawn in favour of "UCO Bank" and payable at Kolkata. The Earnest Money Deposited by unsuccessful bidders will be refunded without any interest thereon after duly acceptance of the award of contract and deposit of performance security deposit by the successful bidder. The Earnest Money Deposited by successful bidder will be forfeited if the successful bidder backs out.
Submission of Bids	The bidders shall bid in a sealed cover (technical and financial bids in separate sealed covers put in a single sealed cover). The envelope containing technical bid shall be super scribed as <b>Technical Bid</b> for catering Services at UCO Bank, Central Staff College, Kolkata and the financial bid as <b>Financial Bid</b> for catering Services at UCO Bank, Central Staff College, Kolkata giving breakup for bed tea, breakfast, forenoon tea lunch, afternoon tea, evening snacks and dinner). The sealed cover containing Technical and Financial Bids shall be super scribed as response against UCO Bank, Central Staff College, Kolkata RFP dated 07.03.2022. <b>Complete address and contact number must be given on all the sealed envelopes.</b> The Bid shall be addressed to: Dy General Manager and Principal UCO Bank, Central Staff College GE -8, Sector- III , Salt Lake, Kolkata 700106

	The bids shall be dropped in the designated tender box to be kept at the above address.
Date and Time of Opening Technical Bid i.e Part-I	25 <sup>th</sup> March, 2022 at 4:00 pm at UCO Bank, Central Staff College, GE -8, Sector- III Salt Lake, Kolkata 700106
Date of Opening of Opening Financial Bid	Part-II (financial) of tender document will be opened for those vendors only who will qualified for Part-I (technical) of Tender. Date of opening of Part-II of tender will be communicated to all eligible vendors.
Validity of Tenders	15 (fifteen) days from the date of opening.
Address of Communication	DGM and Principal, UCO Bank, Central Staff College, GE -8, Sector- III Salt Lake, Kolkata 700106
Contact Number Of Bank Official	Cell No: 8435624800/6289352734 Email: <a href="mailto:csc.calcutta@ucobank.co.in">csc.calcutta@ucobank.co.in</a>

## 2. General Instructions to the Bidders

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

## 3. Eligibility conditions:

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

## 4. PROPOSED MENU CHART FOR CATERING ARRANGEMENT AT UCO BANK, CENTRAL STAFF COLLEGE, KOLKATA

- Bed Tea** : to be served in the rooms between 6 am and 6.30 am.  
Specification: One cup Dip tea (Tajmahal or similar quality) coffee (2gram instant coffee sachet) with on Marie biscuit.
- Breakfast**- to be served in dining hall between 8 am and 9 am.

One small glass of seasonal fruit juice. Six puris with chana dal/sabji, pickles Suji halwa or three alu parathas with pickles and curd or four idlies with Sambhar and chutney or three small dosas with sambhar and chutney or one plate upma with sambhar and chutney or one plate poha with one bowl of chhole or two bhatoore with one bowl of chole, salad and pickle or egg omelette with 4 slices of bread toast with butter and jam. Plus one banana or fruit dish (Banana, apple, Musambi/papaya/water melon or any seasonal fruit). Cornflakes with milk shall be available on demand.

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

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

- d) **Lunch.** Between 1 pm and 1.45 pm to be served in dining hall.

Good quality Chapati (Ashirvad brand or similar quality atta) and rice (fine rice), Green salad (cucumber, onion, carrot and lemon) one vegetable curry, one vegetable fry, dal, papad pickle/chutney, curd (100 gram cup) and one special curry like paneer, malaikofta, dhoka, Chana Masala for vegetarians, two rosagolla or two gulab jamuns or two sandesh.

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

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

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

- e) **Afternoon tea/coffee.** Between 3.15 pm and 3.30 pm to be served in the dining hall or in the classroom as per instruction.

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

- f) **Evening tea & snacks.** Between 5 pm and 6 pm. To be served in the dining hall or in the classroom as per instruction. One cup dip tea (Tajmahal or similar quality) coffee (2gram instant coffee sachet) with two samosas (standard sized) or two cutlets or one piece good quality cake or six pieces pakodas or two pieces dal-bada or two pieces aloo bonda or two pieces sandwiches with chutney.

- g) **Dinner.** Between 8 pm and 930 pm to be served in dining hall.

One soup (vegetarian) with croutons. Good quality Chapati (Ashirvad brand or similar quality atta) and rice (fine rice) Green salad (cucumber, onion, carrot and lemon) one vegetable curry, one vegetable fry, dal, papad pickle/chutney, ice-cream (100 gram) and one special curry like paneer, malaikofta, dhoka, Chana masala for vegetarians. Two rosagolla or two gulab jamuns or two sandesh.

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

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

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

- h) Special food for the residents and participants to be served for lunch on Fridays in the overall rate quoted. Suggested menu:

Roomali roti/puri, vegetable and chicken biryani, vegetable cutlet, dahi-bada, veg Manchurian mixed vegetable, fish fry/chicken Manchurian (150 gram) raita, chutney (pudina/dhaniya) ice-cream/hot gulabjamun (2 pieces) Egg curry shall be an alternative non-veg dish.

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

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

## **5. Terms and Conditions :**

### **General Terms & Conditions:**

1. An agreement shall be signed with the successful bidder in consonance with the terms and conditions. It is clearly understood by both the parties that this agreement is a commercial agreement and not one creating any employment or any rights of the workplace provided under invitation to offer service through outsourcing. Names of the cooks, helpers and supervisor shall be given to the Admin Officer of the Bank and any change shall be immediately brought to his notice.
2. The Bank may assign packed lunch service (on working days) with items as specified in the tender document to its executives (30-35 Nos.) at its Head Office-2 located in DD Block, Sector-I Salt Lake, Kolkata 700064 and the vendor will have to serve lunch to the said office of the Bank.
3. The caterer shall arrange hygiene cooking, proper handling by cook / catering staff and efficient, neat and clean service. The serving area is to be cleaned by catering staff after every meal and garbage to be taken out to Municipal Corporation garbage vat.
4. Service persons engaged by the caterer should wear neat and clean uniform, gloves, and caps while serving and should have adequate experience in serving food following proper etiquette and courtesy.
5. Cleaning and housekeeping of kitchen and dining area; cleaning of utensils, arrangement of cutlery, kitchen equipment, furniture and related fixtures shall be the sole responsibility of the caterer.
6. Highest level of hygiene must be maintained in the kitchen, staff's toilet with provision for liquid soap, towels etc.
7. It is mandatory to have at least one helper per 25 residents and sufficient number of cooks for preparing meals. A supervisor must be present per shift for quality control and maintenance of hygiene. The caterer shall be responsible for hygienic storage of raw materials.
8. Cooked food shall not be taken out of the premises without prior permission of the Bank.
9. The successful bidder or his authorized representative shall attend meetings of the catering committee of the Bank failing which a penalty will be imposed.
10. Caterer should maintain a complaint and suggestion register and every complaint should be responded by taking corrective measures in consultation with the bank.
11. The staff engaged by the successful bidder shall be solely under his/her employment and Bank will be under no obligation in this regard. Further, the successful bidder will be responsible for any act of omission & commission, misbehavior on the part of his employees / staff. The employees / staff of the successful bidder will not be regarded as employees of Bank. The successful bidder will pay wages to his employees as per minimum wages guidelines of the government. Proof of payment of wages to the employees with their signature/thumb impression duly certified by the caterer is to be submitted on monthly basis without which payment of bills would not be released.
12. The medium of cooking will be Double refined mustard oil and vegetable oil or any other cooking material which may be approved by Bank from time to time.
13. The caterer will use all raw materials of best quality available in the market and in case it is found that a service or an item is substandard, the Bank will be at liberty not to make any payment for entire service or make proportionate deduction from the bills at its sole discretion.

14. Bank will, in consumers' interest, have the right to decide and prescribe varieties and brands of various materials to be used in cooking and other preparations.
15. The items such as crockery, cutlery, utensils, plates, napkins and table covers etc. will be arranged by the caterer and should be in adequate number and of quality acceptable to Bank. Replacement due to loss and breakage of crockery, cutlery, utensils etc. will be caterer's responsibility.
16. The caterer shall provide catering services as per menu given in the tender document.
17. The billing would be made every month strictly on the basis of food actually served.
18. If, at any point of time, it is found that the standard of cleanness and quality of food served is not maintained, the services of the caterer will be discontinued after giving a month's notice by Bank.
19. The catering agreement can be terminated by giving 3 (three) months' notice by the caterer or 1 (one) months' notice by the Bank.
20. Bidder shall deposit in form of Pay Order/DD in favour of UCO Bank payable at Kolkata, sum of Rs.25,000 (Rs. twenty-five thousand only) as earnest money along with his quoted rates. The amount will be refunded in case the contract is not awarded to the bidder.
21. The successful bidder shall have to deposit an amount of Rs 2,00,000 (Rs. two lac only) with the Bank as a performance guarantee deposit within 15 days of opening of quotation/award of contract whichever is later. If the successful bidder fails either to perform the contract or to give three months' notice of termination of contract or breaches any terms and conditions the bank reserve the right to forfeit the performance guarantee deposit.
22. The successful bidder has to execute an agreement with the bank on non-judicial stamp paper of adequate value as per draft of agreement provided by the bank within 15 days from the date of award of contract. Stamp duty would be borne by the successful bidder.
23. The bank reserves the right to reject/not to accept any quotation without assigning any reason thereof at any stage.
24. In case of clarification of any matter, the decision of the bank shall be final and binding on the caterer.
25. In case of failure to serve catering service on any given day(s) by the caterer double the expenses incurred by the Bank for making alternate arrangements will have to be borne by the caterer and that shall be deducted from the successful bidder bills. Bank's decision in this regard will be final.
26. the contract agreement would be for a minimum period of 2 (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. For the additional period rate for catering service would be mutually fixed and in this regard decision of the Bank would be final and binding.
27. In case of any further clarification the bidder may contact Shri Ajay Srivastava, Senior Manager-Administration. Phone number 8435624800.
28. Tender would be accepted only when the following conditions are satisfied
  - (a) the sealed bids (Technical and Financial in separate envelopes put in a single envelope) reaches the college within prescribed period of time. The sealed cover containing Technical and Financial Bids shall be super scribed as response against UCO Bank, Central Staff College, Kolkata RFP dated 07.03.2022.
  - (b) The total rate quoted per day along with bifurcation for breakfast, lunch, dinner, bed tea coffee should be clearly stated and should confirm to the following a stipulations
    - Breakfast 15% of the total rate payable per day
    - Lunch 40% of the total rate payable per day
    - Dinner 35% of the total rate payable per day
    - Bed tea/coffee and snacks 10% of the total amount payable per day.
29. The bidder participating in this tender process should have at least three years of experience in providing catering services to at least 50 persons on daily basis
30. Quotations not submitted in the prescribed form and stipulation shall be summarily rejected.
31. Maximum rate for the entire service should not exceed Rs. 450 (Rs four hundred fifty only)

**Penalties for violation of Rules, Terms and Conditions:**

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

Deficiency	Minimum Fine per occasion
Non availability of complaint registers on the counter/discouraging residents from registering complaint.	Upto Rs. 1,000/-
Insects cooked along with food	Upto Rs. 5,000/-
Soft objects like hair, rope, plastic, cloth etc. in food.	Upto Rs. 5,000/-
Any complaint of stones/ pebbles of diameter more than 2 mm.	Upto Rs. 5,000/-
A hard or sharp objects like glass pieces, nails, hard plastic etc.	Upto Rs. 10,000/-
Food poisoning	Upto Rs. 50,000/-
Change in menu without permission of Bank.	Upto Rs. 1,000/-
In appropriate personal hygiene of workers including their dress/misbehavior by workers.	Upto Rs. 5,000/-
Failure to serve lunch on any given day	Upto Rs. 5,000/-
Using brands not mentioned in contract or permitted by Bank.	Upto Rs. 5,000/-
Use of newspapers to keep fried items or any cooked food	Upto Rs. 2,000/-

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

**Statutory compliance:**

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

**6. Mode of submission of Two Bid System Tender:**

Sealed bids are to be submitted in two parts. The envelope containing Part-I of tender should be properly sealed and super scribed clearly “ **Part-I (Technical Bid)**” and the name of work whereas the properly sealed envelope containing Part-II should be super scribed clearly “**Part-II (Price Bid)**” and the name of work. Both envelopes (containing Part-I and Part-II) should be sealed in a third envelope and should be super scribed as response against UCO Bank, Central Staff College, Kolkata RFP dated 08.03.2022. ‘The Dy. General Manager- Principal, UCO Bank, Central Staff College, GE-8 Sector-III, Salt Lake, Kolkata-700106 and must be submitted **on or before the last date & time mentioned above.** Bidder's address and contact number must be written on the envelopes.

**►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.25, 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/ authorities in respect of providing catering services, in Kolkata.
5. Copy of Terms & Conditions of tender duly signed by the bidder as a token of acceptance of the same (Except Financial Bid).
6. Document in support of minimum 3 years' experience of providing catering services to an organization serving minimum 50 meals (Lunch) per day of officer / executive level or experience in executing similar types of work of minimum value of Rs.1Lakh per month in a single work order in reputed Private/Semi-Govt. /Govt. Organization in past three years ending last day of the month previous to the one in which applications are invited.
7. Copy of letter of satisfaction for providing catering service from the previous Employer.

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

#### **7. Rejection of Tender Documents:**

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

#### **9. EVALUATION CRITERIA OF THE TENDER:**

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

#### **9 .PRICE AND TAXES:**

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

#### **10.TERMS OF PAYMENT :**

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

#### **11. Billing :**



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

#### **12. Performance Security Deposit:**

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

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

#### **13. Execution of Agreement:**

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

#### **14. INTEGRITY :**

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

#### **15. INDEMNITY BOND:**

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

#### **16. TERMINATION:**

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

#### **17. CONSEQUENCES OF TERMINATION:**

The Bank at its sole discretion shall invoke the Performance Security Deposit and the Indemnity

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furnished towards nonperformance/non Compliance of the terms and conditions of the work order/contract by the successful agency without prejudice to its rights and conditions available under the Law for the time being in force.

**18. Date of Commencement:**

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

**19. Contract period:**

1. The contract for providing the catering services will initially be for two years. On providing satisfactory catering services by the successful bidder, 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 successful bidder will not be reviewed during the initial period of contract.

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

Dy. General Manager and Principal  
UCO Bank Central Staff College, Kolkata

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FORM OF TENDER

To  
The DGM and Principal  
UCO Bank  
Central Staff College  
GE -8 Sector III, Salt Lake  
Kolkata – 700106

Sir,

1. We have carefully examined all the contents incorporated in the various parts of this Tender Document for providing catering services at UCO Bank, Central Staff College, GE-8 Sector – III, Salt Lake, Kolkata – 700106 (providing bed tea, breakfast, forenoon tea, lunch, afternoon tea, evening snacks and dinner) and if required, by the Bank, serving lunch to the executives at Banks HO-2 at DD Block, Sector-I, Salt lake Kolkata 700064 per person per day and have taken note of all the terms & conditions stated in the Tender Document dated 08.03.2022.

2. We enclose a Pay Order / Demand Draft for Rs 25,000/- (Rupees twenty five Thousand only) drawn in favour of UCO Bank and Payable at Kolkata as Tender Cost (P.O/DD No..... Date..... Issuing Bank..... Branch.....) as the earnest money.

3. We also agree that our tender along with the prices will remain valid for two years from the date of agreement. 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 document dated 08.03.2022 Duly acknowledged and attached herewith and in default thereof, agree to the forfeiture of the Performance Security Deposit and pay to you or your successors, or Authorised Nominees such sums of money as are stipulated in the conditions contained in the tender document dated 08.03.2022 together with the written acceptance of the Work Order.

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

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

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

6. Our PAN for Income Tax is \_\_\_\_\_.

7. GST Registration Number: \_\_\_\_\_

Signature \_\_\_\_\_ Name \_\_\_\_\_ Designation \_\_\_\_\_  
(With seal)

DULY AUTHORIZED SIGNATORY \_\_\_\_\_ day of \_\_\_\_\_ 2022

**BIDDER'S PROFILE**

1. Name of the firm .....
2. Name of the authorised person submitting the bid .....
3. Designation of the authorised person submitting the bid .....
4. Name designation address and mobile number of alternate person .....
5. Registered Address of the firm .....
6. Telephone number with STD Code .....
7. Mobile number of the person submitting the bid .....
8. Email of the person submitting the bid .....
9. Organisations email .....
10. Website address .....
11. Registration and incorporation particulars of the form .....
  - i. Private limited, ii. Public limited, iii. Any other (please specify)
12. Name of Directors .....
13. Email ID of Directors .....
14. Mobile number of Directors.....
15. Bidder's Bank, it's address and current account number .....
 

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 .....
16. Permanent income tax number Income Tax Circle .....
17. GST number .....
18. TIN Number .....
19. EPF registration number .....
20. ESIC registration number .....
21. Licence number under Central Labour Act .....
22. Particulars of earnest money deposit
  - i. Demand Draft number. ....
  - ii. Date .....
  - iii. Name of Bank.....
  - iv. Address of Bank .....
  - v. Validity of DD .....

23. Particulars of tender fee :

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

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

Description of similar work of providing catering services during the last five years.  
(Please furnish copies of certificate of satisfaction from the government department/ organisation).

Sl No	Description of work order executed	Actual value of work value executed	Name of govt department/ organisation	Start date	Finish date	Documentary evidence at page no

### **UNDERTAKING**

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

Place  
Date

Signature of Bidder/authorised Signatory

**CERTIFICATE**

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

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

Signed.....

for and on behalf of the bidder

Name (in capital letters) .....

Position .....

Date.....

**RFP for providing catering services (bed tea, breakfast, lunch, afternoon tea, evening snacks and dinner) at UCO Bank, Central Staff College, GE -8, Sector- III Salt Lake, Kolkata 700106 per person per day.**

## PART-II

### Financial Bid

Financial Bid for offer of rate for providing catering services (bed tea, breakfast, lunch, afternoon tea, evening snacks and dinner) at UCO Bank, Central Staff College, GE -8, Sector- III Salt Lake, Kolkata 700106 per person per day.

#### Price Schedule (BOQ)

Sl. No	Description	Per Plate Price, (Rs)
1	<b>Bed Tea</b> To be served in the rooms between 6 am and 6.30 am. One cup Dip tea (Tajmahal or similar quality) coffee (2 gram instant coffee sachet) with on marie biscuit.	
2	<b>Breakfast</b> to be served in dining hall between 8 am and 9 am. One small glass of seasonal fruit juice. Six puris with chana dal/sabji, pickles Suji halwa or three alu parathas with pickles and curd or four idlies with Sambhar and chutney or three small dosas with sambhar and chutney or one plate upma with sambhar and chutney or one plate poha with one bowl of chhole or two bhatoore with one bowl of chole, salad and pickle or egg omelette with 4 slices of bread toast with butter and jam. Plus one banana or fruit dish (Banana, apple, Musambi/papaya/water melon or any seasonal fruit). Cornflakes with milk shall be available on demand.	
3	<b>Forenoon tea/coffee.</b> Between 11.15 am and 11.45 am to be served in the dining hall or in the classroom as per instruction. One cup Dip tea (Tajmahal or similar quality) coffee (2gram instant coffee sachet) with on two biscuits of standard quality.	
4	<b>Lunch</b> Between 1 pm and 145 pm to be served in dining hall. Good quality Chapati (Ashirvad brand or similar quality atta) and rice (fine rice), Green salad( cucumber, onion, carrot and lemon) one vegetable curry, one vegetable fry, dal, papad pickle/chutney , curd (100 gram cup) and one special curry like paneer, malaikofta, dhoka, Chana Masala for vegetarians, two rosagolla or two gulab jamuns or two sandesh. At least one vegetable dish out of vegetable curry/fry would be prepared without potato. <b>Non Veg :</b> Fish 150 gram/chicken 150 gram. Fish to be served three days in a week , chicken four days in a week. Egg curry shall be an alternative non-veg dish.	



	<b>Special food to be served to the diabetics and fasting persons as per their requirement.</b>	
5	<b>Afternoon tea/coffee</b> Between 3.15 pm and 3.30 pm to be served in the dining hall or in the classroom as per instruction. One cup Dip tea (Tajmahal or similar quality) coffee (2gram instant coffee sachet) with on two biscuits of standard quality.	
6	<b>Evening tea &amp; snacks</b> Between 5 pm and 6 pm. To be served in the dining hall or in the classroom as per instruction. One cup dip tea (Tajmahal or similar quality) coffee (2gram instant coffee sachet) with two samosas (standard sized) or two cutlets or one piece good quality cake or six pieces pakodas or two pieces dal-bada or two pieces aloo bonda or two pieces sandwiches with chutney.	
7	<b>Dinner</b> Between 8 pm and 9.30 pm to be served in dining hall. One soup (vegetarian) with croutons. Good quality Chapati (Ashirvad brand or similar quality atta) and rice (fine rice) Green salad (cucumber, onion, carrot and lemon) one vegetable curry, one vegetable fry, dal, papad pickle/chutney, ice-cream (100 gram) and one special curry like paneer, malaikofta, dhoka, Chana masala for vegetarians. For vegetarians two rosagolla or two gulab jamuns or two sandesh. At least one vegetable dish out of vegetable curry/fry would be prepared without potato. <b>Non Veg :</b> Fish 150 gram/chicken 150 gram. Fish to be served four days in a week, chicken three days in a week. Egg curry shall be an alternative non-veg dish. <b>Special food to be served to the diabetics and fasting persons as per their requirement.</b>	
8	Special food for the residents and participants to be served for lunch on Fridays. Special food for the residents and participants to be served for lunch on Fridays in the overall rate quoted. Suggested menu: Roomali roti/puri, veg and chicken biryani, vegetable cutlet, dahi-bada, veg Manchurian mixed vegetable, fish fry/chicken Manchurian (150 gram) raita, chutney(pudina/dhaniya) ice-cream/hot gulabjamun (2 pieces) Egg curry shall be an alternative non-veg dish.	This includes in the price quoted for lunch.
9	<b>Total cost</b>	
10	Catering service delivery charge per lunch at UCO Bank, (HO-2)DD Block, Sector -I Kolkata 700064	

**Rupees in words:**

**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 nor to execute the full quantity of items, as mentioned in schedule of quantities.**

**RFP for rate per meal towards supply of lunch in proper container to Bank's Executives working at UCO Bank, Central Staff College, GE-8, Sector – III, Salt Lake, Kolkata – 700106**

**ANNEXURES (I to III)**

**ANNEXURE-I**

**DRAFT AGREEMENT**

Article of agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2022

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 ..... (Hereinafter called “The Vendor”) of the other part, which expression should include its successor/s and assignee/s.

Whereas the Bank is desirous of executing Contract for catering service (bed tea, breakfast, forenoon tea, lunch, afternoon tea, evening snacks, dinner and special dinner on Fridays) and if required by the Bank, serving lunch to the executives at Bank's HO-2 at DD Block, Sector-I, Salt Lake Kolkata 700064 per person per day and have taken note of all the terms & conditions stated in the Tender Document dated 08.03.2022, per person per day and have taken note of all the terms & conditions stated in the Tender Document dated 08.03.2022 of UCO Bank, Central Staff College, GE- 8, Sector, III, salt Lake, Kolkata- 700106 .

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 the given under Work Order No ..... Dated ..... , abiding by general conditions of contract, special condition of contract (all of which are collectively hereinafter referred to as “ the said conditions”) within the overall of rate of Rs. .... exclusive of GST per person per day.

The said rate includes breakfast Rs..... Lunch Rs..... Dinner Rs..... Tea two times with biscuits and one time with evening snacks Rs. .... exclusive of GST per person per day.

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) RFP (Request For Proposal) .....**

---

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

1. Cleaning and housekeeping of kitchen and dining area; cleaning of utensils, cutlery, kitchen equipment, furniture, water cooler and related fixtures and every day disposal of garbage to Municipality garbage vat shall be the sole responsibility of the Vendor.
2. Highest level of hygiene must be maintained by the Vendor in the kitchen, staff's toilet with provision for liquid soap, towels etc.
3. The vendor will keep at least one helper per 25 residents and sufficient number of cooks for preparing meals. A supervisor will be present per shift for quality control and maintenance of hygiene. The Vendor shall be responsible for hygienic storage of raw materials. Names of the cooks, helpers and supervisor shall be given to the Admin Officer of the Bank by the Vendor and any change shall be immediately brought to his notice.
4. Cooked food shall not be taken out of the premises without prior permission of the Bank.
5. The Vendor or his authorized representative shall attend meetings of the catering committee of the Bank failing which a penalty will be paid by the Vendor.
6. The vendor would maintain a complaint and suggestion register and every complaint should be responded by taking corrective measures in consultation with the Bank.
7. The vendor will be responsible for compliance of various applicable statutory obligations like EPF, ESI, Minimum wages Act, Workmen Compensation Act and other Acts enforced from time to time.
8. The vendor shall pay to the persons engaged by him for the contracted work, not less than the minimum wages as approved by the Central Minimum Wages Act.
9. The Vendor would engage only adult labors. Engaging child labour(s) will lead to the termination of contract and punitive action as shall be deemed fit.
10. The Contract is subject to the condition that the Vendor will comply with all relevant and applicable laws and Acts of Central and or State government.
11. The Bank shall not be under obligation to absorb workers of the Vendor. They shall be treated as employees of the Vendor or outside service provider. No right of any such worker(s) shall accrue for employment in the bank.
12. All records/registers as required to be maintained under various labour laws and other statutory provisions in force from time to time shall be maintained by the vendor and the Vendor shall have the obligation to produce them before the Statutory/Bank Authority(s) as and when required.
13. The staff engaged by the Vendor shall solely be under his employment and Bank will be under no obligation in this regard. Further, the Vendor will be responsible for any act of omission, commission, misbehavior on the part of its employees / staff. The employees / staff of the vendor will not be regarded as employees of Bank. The Vendor will pay wages to its employees as per minimum wages guidelines of the competent authority(ies).
14. Service persons engaged by the Vendor would wear neat and clean uniform while on duty and would have adequate experience in serving food following proper etiquette and courtesy.
15. The staff engaged by the Vendor would be solely under his employment and Bank will be under no obligation in this regard. Further, the Vendor would be responsible for any act of omission, commission, misbehavior on the part of its employees / staff. The employees / staff of the Vendor will not be regarded as employees of Bank.
16. The medium of cooking will be double refined mustard oil or any other cooking material which may be approved by Bank from time to time.

17. The Vendor would use 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.
18. Bank will have the right to decide and prescribe varieties and brands of various materials to be used in cooking and other preparations.
19. The items such as crockery, cutlery, utensils, plates, napkins and table covers etc. will be arranged by the Vendor and should be in adequate number and of quality acceptable to Bank. Replacement due to loss and breakage of crockery, cutlery, utensils etc. will be the vendor's responsibility.
20. The caterer will be fined per occasion in case of the following deficiency in service:

Deficiency	Fine per occasion
Non availability of complaint registers on the counter/discouraging residents from registering complaint.	Upto Rs. 1,000/-
Insects cooked along with food	Upto Rs. 5,000/-
Soft objects like hair, rope, plastic, cloth etc.in food.	Upto Rs. 5,000/-
Any complaint of stones/ pebbles of diameter more than 2 mm.	Upto Rs. 5,000/-
A hard or sharp objects like glass pieces, nails, hard plastic etc.	Upto Rs. 10,000/-
Food poisoning	Upto Rs. 50,000/-
Change in menu without permission of Bank.	Upto Rs. 1,000/-
In appropriate personal hygiene of workers including their dress/misbehavior by workers.	Upto Rs. 5,000/-
Failure to serve lunch on any given day	Upto Rs. 5,000/-
Using brands not mentioned in contract or permitted by Bank.	Upto Rs. 5,000/-
Use of newspapers to keep fried items or any cooked food	Upto Rs. 2,000/-

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

#### **B) Price and Taxes:**

- i) The price shall be final and binding without any revision whatsoever for the period of contract. The prices should be quoted in Indian Rupees. 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. No payment will be made till execution of Agreement, Submission of Performance Security Deposit .

- i) The billing should be made every month by the caterer strictly on the basis of lunch plates actually served. Duly signed and stamped sheet of Bank Official regarding lunch boxes / plates served per day must be attached with the bill.

ii) Attendance of the guest shall be authenticated by the executive to whom the guest is accompanying.

**D) Performance Security Deposit:**

The Vendor shall deposit an amount of Rs.2 lac /- (Rupees two lacs only) as a Performance security Deposit in the form of Pay Order/DD payable at Kolkata. If the Vendor fails either to perform the contract or to give three month's notice for termination or breaches any terms and condition, the Bank reserves the right to forfeit the Performance Security Deposit.

The performance Security Deposit would be returned by the Bank without any interest to the Vendor after expiry of satisfactory contract period.

**E) TERMINATION:**

The Bank reserves its right to cancel, by serving a prior written notice of 30(thirty) days to the Vendor, the entire / unexecuted part of Work 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. vendor's failure in accepting the Work Order within the specified time .
- b. Serious discrepancies noted in quantity and quality of food served by the vendor.
- c. Breaches in the terms and conditions of the Order by the vendor.

**F ) CONSEQUENCES OF TERMINATION:**

The Bank at its sole discretion shall invoke the Performance Security Deposit and the Indemnity furnished towards nonperformance/non Compliance of the terms and conditions of the work order/contract by the Vendor 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 2 (two) years. On providing satisfactory catering services by the Vendor, the period of contract may be extended further for another one year and the quoted rates may, on expiry of the initial contract period also be reviewed with mutual consent. However, the rates agreed by the vendor, will not be reviewed during the initial contract period.

**I) Disclaimer:**

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)** The Vendor agrees to cater packed lunch service(as per lunch menu indicated in the tender document) on working days to the Bank's executives at UCO Bank (HO-2) DD Block Sector-I, Salt lake , Kolkata 70064 on the agreed rate. The delivery service charges may be mutually agreed.

**K) 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 3<sup>rd</sup> Party resulting from or by any action, omission or operation conducted by or on behalf of the Vendor.

iv. Disputes and governing laws :

1) In case of any dispute or difference arising out of or in connection with Tender Document the issue shall first Endeavor to settle such disputes or differences amicably

2) 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 the 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.

3) 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.

4) In the event of the Arbitrator or any one of the arbitrators, as the case may be, denying, 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.

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

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

7) 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 Vendor shall not delay the carrying out of the work order by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the work order 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 job herein

contracted and shall relieve the supplier of his obligations to adhere strictly to the terms and conditions of the work order as also instructions with regard to the actual carrying out of the work order.

**8) Non-Discourser:** The Vendor undertakes to hold in trust any information received by him/them, under the Contract/Agreement and the stickiest of confidentiality shall be maintained in respect of such information.

**9) Non Assignment:** The Venddor agrees to neither the subject matter of the agreement nor any right herein shall be transferred, sub-contracted, assigned or delegated to any third party by the him/her without prior written consent of the Bank.

In witness where of the Bank 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:



**ANNEXURE-II**

FORMAT 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, GE-8, Sector-III, Salt Lake, 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 "**Vendor**".

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for catering service (bed tea, breakfast, forenoon tea, lunch, afternoon tea, evening snacks, dinner and special dinner on Fridays) as detailed in the tender document. 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 Vendor commits himself/herself 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 Vendor 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 of any advantage or during the execution of the contract.

b. The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor /Bidders/Contractors/subcontractors.**

1. The Vendor 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 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 Managing Director & CEO, UCO Bank.
3. The Bidder(s)/Contractor (S) accept 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 Managing Director & CEO, 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 Managing Director & CEO, UCO Bank a substantiated suspicion of an offence under relevant IPC/PC Act, and Managing Director & CEO, 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 two 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 Managing Director & CEO, 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. Kolkata.
- 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)

(Office Seal)

Place\_\_\_\_\_

Date\_\_\_\_\_

Witness : (Name & Address)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)

(Office Seal)

Place\_\_\_\_\_

Date\_\_\_\_\_

Witness : (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 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 their Central Staff College at GE-8, Sector – III salt Lake, 700106 on this.....day of..... 2022

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

AND WHEREAS the Bank after observing all formalities in the matter, accepted the tender submitted by .....and informed them by its letter dated .....AND 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 and 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 work order dated ..... given to 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.
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/decreed, a certified copy of which shall be conclusive evidence of the judgment/decreed, 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 ..... 2022

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

IN THE PRESENCE OF WITNESS

1)

2)