

TENDER DOCUMENTS

For Providing

**Catering Services & HouseKeeping Services on
Contractual Basis**

At

CBOTC, KOLKATA

Ph: 033 – 23218552

DD Block,Plot No 13-18,Sector I,Salt Lake,Kolkata-700064

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**TENDER DOCUMENTS FOR PROVIDING CATERING& HOUSE KEEPING SERVICES
ON CONTRACT BASIS AT CENTRAL BANK OFFICERS' TRAINING COLLEGE, DD
Block,Plot No 13-18,Sector –I ,Salt Lake,Kolkata-700064**

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NOTICE INVITING TENDER

Principal, CBOTC, Kolkata invites sealed Tenders from reputed and experienced Catering Agencies/Canteen Contractors/Private Caterers/Restaurants, for providing Catering & House keeping Services at Central Bank Officers' Training College, DD Block ,Plot no 13-18,Sector –I, Salt Lake,Kolkata -700064 (here in after referred to as CBOTC Kolkata or CBOTCK).

Central Bank Officers' Training College, Kolkata is one of the three Training Colleges of Central bank of India which has been established towards promoting professionalism through training to its Officers. The training College is spread over an area admeasuring approximately 59000 sqft and is located at Plot no 13-18,Sector –I , Salt Lake, Kolkata -700064. The Training College has the required facilities towards residential training for about 75 resident participants. Generally training programmes run for 44weeks in a year and occupancy on an average remains 60 to 70 % or more as there are day scholars & at times occupancy gets influenced by factors beyond control. Other than the above, special short duration/day long non-residential training workshop of 1 to 2 days are held on periodic/ as and when basis throughout the year.However it is difficult to predict total number of participants coming to CBOTCK in a particular year, yet the additional non-residential workshops do add to the revenue.

The tenders are invited in the prescribed format under a SCORING SYSTEM from the Catering Agencies possessing valid Registration & Licence under Labour Department, Central/WBGovt/other State Governments. and rules framed there under & other relevant statutes including the ESI Act 1948 and EPF Act 1952, Contract labour (Regulation & Abolition) Act, 1970 for providing Catering at CBOTC, Kolkata for a period of two years which may be renewed on the same terms and conditions for a maximum period of one term of one year.

The final selection of the contractor is dependent upon marks awarded under detailed evaluation criteria which include quoted Prices as well. However before a contractor makes himself/herself/themselves eligible to be taken in for the purpose of evaluation, it has to clear the screening process which is essentially technical in nature mentioned under [Annexure 1](#). After screening as per the qualifications enumerated in the section eligibility criteria ([Annexure 1](#)) the eligible bidders shall be evaluated on certain predefined parameters mentioned in [Annexure 2](#). Tenderers/Bidders not found qualified as per the eligibility criteria as stated in [Annexure 1](#), shall be rejected. The Price Bids, of only qualified tenderers after technical screening, shall be opened in presence of attending tenderers or their authorised representative and a detailed evaluation process would be undertaken. The evaluation criteria essentially are aimed at assigning weights to various factors besides price-value quote, which go into success of any catering business.

The awarding of marks shall be undertaken as per the criteria mentioned in [Annexure 2](#) and the contract shall be awarded to the contractor who scores the highest marks out of a total of 100 marks.

The Tender Document can be obtained between 11:00 AM to 5:00 PM from **08/04/2022 to 18/04/2022**, from the Administrative Office, CBOTC, Plot No 13-18, DD Block,Sector –I , Salt Lake, Kolkata -700064 (contact person-Mr R.K.Singh Mobile No. 7439470798). A non-refundable demand draft of **Rs2,000/- (Rupees Two Thousand only)** drawn on any scheduled bank in favour of “Central Bank Officers' Training College, Kolkata”, payable at Kolkata has to be deposited for purchasing the Tender Document.

The Tender Document can also be downloaded from the website www.centralbankofindia.co.in under the link LIVE TENDERS. In case, the tender document is downloaded, the tender fee of Rs 2,000/- (Rupees Two Thousand only) (non-refundable) should be paid through a separate demand draft drawn on any scheduled Bank favouring “Central Bank Officers’ Training College, Kolkata” payable at Kolkata which must be deposited on or before the pre-bid conference. Pre Bid Conference is, aimed at clarifying doubts, if any, and is not mandatory for the Bidders to attend. The Bidders who fail to deposit the tender fees will not be allowed to participate in the pre-bid conference. A Bidder who does not attend the pre-bid conference will have to deposit the tender fee along with the Part I of the Application, if not already deposited. The Tenders for which Tender Fee is will not be entertained.

Each tender must be accompanied with Earnest Money Deposit (EMD) in the form of ***Demand draft for Rs 50,000/- (Rs Fifty Thousand only)*** drawn on any scheduled bank in favour of “Central Bank Officers’ Training College, Kolkata” payable at Kolkata. No other form of payment will be accepted for submission of EMD. The said demand draft towards EMD must be attached with the Application Form Part 1. At the back of the demand draft, the name and cell phone no. of the tenderer should be clearly written with the caption “EMD for Bidding for Catering Services at Central Bank Officers’ Training College, Kolkata”. Tenders submitted without EMD shall not be evaluated and shall be rejected outright.

The tender containing separate sealed envelopes (marked “Part-I Technical Details” & “Part-II Price Details” respectively) should be submitted in a third sealed envelope marked on top “Tender for Providing Catering Services & housekeeping services on Contractual Basis at Central Bank Officers’ Training College, Kolkata” with the name, address, telephone number and email id of the Tenderer at the bottom of the cover on the left side. The complete sealed tender addressed to the Principal, Central Bank Officers’ Training College, Plot no 13-18, DD Block, Sector –I , Salt Lake, Kolkata -700064 should be dropped in the locked tender box available in the Office of CBOTC, Kolkata till 5:00 pm on **06/05/2022**. Sealed tender documents will also be accepted by speed post. CBOTC, Kolkata shall not be responsible if the tenders are delivered elsewhere or are not delivered on time due to postal or any other delays. It is reiterated that tenders received after the stipulated date & time will not be accepted/considered.

Tenders are not transferable under any circumstances.

All information with regard to any modification/amendment/extension of dates etc. in respect of this tender, till the tender process is completed, will be uploaded on the website www.centralbankofindia.co.in

Important information for tenderers:-

1	Issue of the Tender document	08/04/2022 to 18/04/2022
2	Tender document Fee (non-refundable)	Rs 2,000/- (Rs Two thousand only)
3	Date of Pre-bid Conference***	04/05/2022 at 3:00 PM
4	Last Date & Time of submission of Tender	06/05/2022 till 5:00 PM
5	Date & Time of opening of Application Forms Part 1	07/05/2022 at 11:00AM

6	Date & Time of opening of Application Form part 2, containing Price Quote	Will be intimated to those bidders who otherwise qualify under screening criteria (as explained under Annx 1)
7	Earnest Money Deposit (EMD)	Through Demand draft of Rs 50,000/- (Rs Fifty Thousand only)
8	Point of Contact.	Mr R.K.Singh (7439470798)

*** All Bidders who have deposited the required Tender fee can attend the Pre Bid Meeting to seek clarifications about the Tender in order to rule out any gaps in interpretation of the Terms and Conditions, for better comprehension, for clarification of doubts etc. Any subsequent plea in this regard be entertained. CBOTC, Kolkata reserves the right to reject, at any stage, any or all of the tenders in part or in full without assigning any reason(s) whatsoever.

Further, CBOTC Kolkata shall be mentioned hereinafter as CBOTCK and Central Bank of India shall be mentioned as Bank in this document.

Principal
CBOTC, Kolkata

ANNEXURE 1

SCREENING CRITERIA FOR BIDS

In order to be considered for final evaluation, a Tenderer must fulfil following criteria, which are mandatory in nature –

1. The tenderer or the applicant for the tender must be a registered entity [Public Limited/ Private Limited/ Partnership Firm/Sole Proprietor] and should be located within India. Documentary evidence to be enclosed.
2. The Tenderer must have the experience of at least three (3) financial years out of the last five (5) years for providing Catering Services to Training Colleges/Institutes of RBI/SBI/LIC etc. or of a Navratna PSU, or of an MNC; Educational Institutes in the league of NIFT/ IIT/ IIM etc. at Administrative Academy, at Central/State Government/Autonomous Institute of repute; or of running a successful restaurant at a prominent public place. The tenderer should have experience in providing meals, viz. Tea/Coffee, Breakfast, Lunch and Dinner to 50 - 100 or more participants/customers per day including multi-cuisine vegetarian and non-vegetarian food. The bid must mention clearly about this aspect along with testimonials, copy of contract or any documentary proof as supporting document.
3. The Tenderer should possess valid Provident Fund Registration Number under EPF Act 1952 with PF Department. Documentary evidence to be enclosed.
4. The Tenderer should possess a valid and subsisting licence as per the Contract Labour (Regulation & Abolition) Act, 1970. Documentary evidence to be enclosed.
5. The Tenderer should possess requisite permission/license to provide Catering Services from the concerned Department of Central/State/Municipal Authorities/any other Authority and comply with the provisions of Food Safety and Standards Act 2006 and Rules framed there under. Documentary evidence to be enclosed.
6. The Tenderer should have achieved minimum average annual sales turnover for catering works of Rs 20 lacs in the last three years, i.e. FY 2018-19, 2019-20 & 2020-21. Audited Balance Sheet, Audited Profit & Loss statement and VAT return copies to be enclosed.
7. The Tenders (directly or indirectly) from any Contractor whose earlier services have been terminated/blacklisted by Central Bank of India authorities earlier shall not be entertained. Declaration to be enclosed.
8. The Tenders from bidders who were earlier rejected on technical grounds by CBOTCK on account of fake supporting documents etc. entertained. Declaration to be enclosed. If on a later

stage it is found that information regarding above has been suppressed, contract shall be liable to be cancelled.

9. The Tenders from Firms /Organisations that have been blacklisted / prosecuted by any Department(s)/Statutory Bodies/ LIC of India/ Banks/ any other organisation listed above in point no 2 anywhere in India or by any Court of Law, shall not be entertained. Declaration to the same effect to be enclosed. If on a later stage it is found that information regarding above has been suppressed, contract shall be liable to be cancelled.
10. The tenderer should enclose an affidavit as specified in appropriate clauses of this tender document.
11. The applicant must produce Relevant documentary evidence along with the Application Form Part 1 (See [Annexure 10 A](#)).
12. Non-disclosure of relevant information or furnishing incorrect information / documents will result in disqualification of the Application Form Part 1.
13. Where the relevant documents as mentioned in [Annexure 10 A](#) are “applied for”, the Bidder has to compulsorily submit proof of the “application submitted” to CBOTCK authorities along with the Application Form Part 1. The relevant documents have to be submitted on or before 06/05/2022 by 5:00 pm. Bids for which documents are not submitted by this date and time may not be processed further and any extension in date of submission of documents will be decided by Principal, CBOTCK, Kolkata whose decision will be final and binding.
14. The applicant must not have been prosecuted or suffered any penalty of violation of any labour laws by any Labour Authority/Competent Court. Declaration to this effect to be enclosed.
15. The applicant must have complied with all labour laws and obtained, before submission of tender, all licenses/approvals/permissions from all statutory authorities including Municipal/Labour/PF/Income Tax/Sales Tax/Commercial Tax/ESI departments, to carry on the business of Catering work. Declaration to be enclosed.
16. The applicant must furnish appropriate declarations in respect of the terms and conditions mentioned herein along with his Application Form Part 1.
17. The applicant should not be a sub-contractor to any other entity or person nor should have at any time sub-let the contract awarded to the applicant to any other person. The applicant should not have formed or be a part of any cartel at any time for processing any contract including the present tender. **An Affidavit to this effect has to be submitted at the time of submitting the bids.**
18. Conditional tenders will not be accepted /considered.

EVALUATION PROCESS
**(AWARDING OF MARKS TO BIDDERS WHO SATISFY
MANDATORY CRITERIA OF ELIGIBILITY)**

1 mark for the experience of running canteen or restaurant for at least three (3) years at RBI/SBI/LIC etc. or at a Navratna PSU, or at an MNC; Educational Institutes in the league of NIFT/IIT/IIM etc. at Administrative Academy; at Central/State Government/Autonomous Institute of repute; or of running a successful restaurant at a prominent public place. For every additional year , 2 marks shall be added	Max 15 marks
5 marks for an annual average turnover of Rs 25 lacs for last three (3) years. Additional 1 mark for each increase of Rs 1 lac of such average turnover	Max 20 marks
If Supervisor (to be deployed) is Diploma holder in Hotel/Hospitality/Catering Management then 5 marks. 2 additional marks for each additional staff (to be deployed) thus trained	Max 20 marks
The lowest bidder and bidders whose quotation per person per plate is within 10 % of the lowest bidder shall be awarded the highest possible score of 35. Scores of bidders having quotations between 11 % to 20 % higher than the lowest shall be reduced by 1 mark. Every such increase in quotations in the band of 10 % shall attract a reduction of 1 mark per band. However if a bidder quoting 50 % higher than the lowest bidder shall get a score of 0 (zero). In case a price quote of a bidder is felt to be unrealistically low by the Scoring/Evaluation Committee, it shall have right to seek explanation given by the bidder on the same before proceeding further in the evaluation process. This may affect the timeline declared in this document. In case the explanation given by the bidder is found to be unsatisfactory by the Scoring/Evaluation Committee, such bid may be summarily rejected.	Max 35 marks
Onsite assessment on the following four main parameters viz. Neatness/Hygiene, Taste, Service Quality, Quality of materials being used (2.5 marks each)	Max 10 marks

INSTRUCTIONS TO THE TENDERERS

(The Tenderer/Bidder must go through the complete Tender Document including Terms and Conditions and Annexures thereto and his/her/their responsibilities and obligations there under)

1. The CBOTCK presently has two blocks, viz. Hostel block and College Block. Before tendering, the tenderer should visit the site where intended services are to be provided, on or before the Pre-Bid Meeting date and satisfy himself/ themselves as to the conditions prevalent at the site. No claim on this account will be entertained by CBOTCK under any circumstances subsequently.
2. Each Bidder shall submit only one tender.
3. All the information as required in the tender document shall be filled up in the relevant part and no column should be left unfilled. An incomplete tender and/or tender document submitted without the tender fee and Earnest Money Deposit (EMD) may not be considered.
4. The envelope which contains Application Part 1 must be of good quality paper, strong and sufficiently big in size and must have all the essential documents including the necessary Demand Draft(s) drawn on any Scheduled Bank in favour of “Central Bank Officers’ Training College, Kolkata”, payable at Kolkata. The indicative list of the documents to be provided with the Application Form Part 1 is mentioned in [Annexure 11](#)(Checklist for documents). The Tenderer must provide all the documents as per [Annexure 11](#) (Checklist for documents), failing which his tender may not be considered.
5. The Application Form Part 2 envelope must be of good quality paper, strong and sufficiently appropriate in size,sealed with wax ,thereafter the wax sealing be covered by transparent tape and should consist of only the Application Form Part 2 of tender document showing interalia, the rate quoted forPackage per trainee per day for Catering Services. The Package rate will include Bed Tea, Breakfast, Pre-Lunch Tea, Lunch, Post-Lunch tea, Evening Tea with Snacks and Dinner (as per [Annexure 4](#)of Menu of meals and refreshments and [Annexure 6](#) for quality of Food materials and all obligations under this tender). The Bidder must also give the bifurcation of the package rate quoted or in other words separate rates for tea, lunch, dinner, evening tea etc. sum total of which must tally with the Package Rate per Person per Day.
6. The tender containing separate sealed envelopes (marked “Part-I technical details” and “Part-II Price Details” respectively) should be submitted in a third sealed envelope marked on top “Tender for Providing Catering&Housekeeping Services on Contractual Basis at Central Bank Officers Training College,Kolkata” with the name, address, e-mail id and telephone/mobile number of the tenderer at the bottom of the cover on the left side. The complete sealed tender addressed to Principal, Central Bank Officers’ Training College,Plot no 13-18, DD Block, Sector –I , Salt Lake, Kolkata -700064, should be dropped in the locked tender box available in the Office of CBOTCKolkata till 5:00 PM on 06/05/2022. Sealed tender documents will also be accepted by speed post. CBOTCKolkata shall not be responsible if the tenders are delivered elsewhere or are not delivered on time due to postal delays or any other delays.It is reiterated that tenders received after the stipulated date and time will not be accepted.
7. Care should be taken to fill up the tender legibly, clearly and in CAPITAL letters.

8. Any overwriting / corrections / contradictions / tampering shall not be entertained.
9. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will result in disqualification.
10. Tenderer signing the Tender must clearly specify whether he is signing as sole proprietor /partner / power of attorney holder or as Director/Secretary/Manager etc., as the case may be. In any case he should enclose the letter of authority for signing this tender document (other than sole proprietor).
11. Initially the contract shall be awarded for **two years**, which may be extended on the basis of satisfactory services to the satisfaction of CBOTCK, for the third year on the original terms and conditions.
12. CBOTCK may, at its discretion, amend/modify the tender and/or extend the deadline for submission of tenders at any time prior to the last date of submission of tenders. CBOTCK may for whatsoever reason, whether at its own initiative or as a consequence of Pre-Bid conference, may modify the tender documents by amendment and information thereof will be uploaded on Central Bank of India's website **www.centralbankofindia.co.in** and shall be deemed to be a part of the original tender. All relevant information with regard to the development/status in respect of this tender, till the entire process is completed, will be uploaded on the Bank's website.

The Contractor shall not employ any person below the age of 18 years. The Contractor shall indemnify the CBOTCK & its representative(s) from and against all claims and penalties which may be suffered by CBOTCK, by any reason of any default on the part of the Contractor to observe and/or in the performance of the provisions of Child Labour (Prohibition & Regulation) Act, 1986 OR any re-enactment or modification of the same.

13. The envelopes containing Technical parameters (Application Form Part-I) shall be opened on 07/05/2022 at around 11.00AM in the Principal's Office, Ground Floor, Central bank Officers' Training College, Plot no 13-18, Sector -I , Salt Lake, Kolkata -700064 in the presence of the Tenderer or their authorised representative(s) / (holding an authority letter) who wish to be present. Part-II of the Application Form containing price quotes of only those Tenderers, whose Application containing technical parameters(Part 1) gets qualified as above, will be opened at a later date and time to be informed by CBOTCK. The Tender Opening Committee of CBOTCK shall open the properly sealed tenders only. Unsealed or improperly sealed tenders are liable to be rejected. Conditional Bids shall not be considered under any circumstances.
14. In case the last date of receipt/opening of tender happens to be a holiday the same shall be extended to the following working day. The time and venue will remain the same.
15. If the Tenderer withdraws/amends/derogates the tender in any respect during this period of validity of the offer i.e. the period till the execution of the contract, the EMD is liable to be forfeited. Incomplete, conditional tenders and fax/e-mail/telegraphic tenders are liable to be rejected. The bidders, who qualify on technical parameters on the basis of the documents and information furnished as per the criteria laid down in the Tender will be shortlisted for opening of part 2 of the Application Form.
16. In order to satisfy itself about the nature and quality of the services rendered by the Tenderer, CBOTCK may depute its Officer(s) or authorised representative(s) to visit the

institute/establishments mentioned by the Bidder (as per **Annexure 10 A**-Tendering Agency's Profile). Besides, CBOTCK may also arrange for verification of any document/testimonial submitted by the Bidder in support & compliance of screening criteria as laid down in the tender document. It will be mandatory for the bidder to extend full cooperation to CBOTCK, so that necessary verification is completed within 5 days of being called for. In case the bidder fails to cooperate or where, after verification, it is revealed that bidder does not meet the criteria as laid down in the Tender document, the bid will be rejected, bids will not be processed further and EMD will be forfeited.

18. The Price Quotes (Part-II) of only those tenderers whose Technical parameters (Part-I) have made them eligible for shortlisting by CBOTCK will be opened, further processed and evaluated. CBOTCK will upload the shortlisted contractors on our website www.centralbankofindia.co.in.
19. CBOTCK will award the contract to the successful evaluated bidder who scores the highest marks as mentioned in "NOTICE INVITING TENDER" for Catering Services as per the terms and conditions incorporated in this tender document.
20. All the Application Forms containing Price Quote (Part-II) of Tenderers whose Technical part of the Application Form (Part-I) have been opened, will be sealed in one envelope by Tender Opening Committee and will be kept in safe custody, till the date of opening of the same.
21. CBOTCK will inform the highest scorer, by letter sent through Courier/Registered Post/E-mail, along with a draft contract for the above services. This draft contract shall prescribe the Package and bifurcated rates for Catering Services.
22. Security Deposit required for the above contract is **Rs2,00,000/- (Rs Two Lacs only)**. Hence, the selected bidder (Highest Scorer) will be required to deposit an additional amount of Rs1,50,000/- (Rs One Lac Fifty Thousand only) over and above the EMD of Rs 50,000/- in the form of a demand draft drawn on any scheduled bank in favour of "Central Bank officers' Training College, Kolkata", payable at Kolkata,

OR

The Bidder scoring the highest marks shall deposit a Bank Guarantee (as per Annexure 20) of **Rs2,00,000/-(Rupees Two Lacs only)** and the EMD of **Rs 50,000** will be returned after the receipt of the referred Bank Guarantee.

23. Selected Bidder should submit the contract agreement with CBOTCK, Kolkata, duly executed on a non judicial stamp paper of Rs. 100/- or stamped with extant stamp duty at Kolkata, as per the draft conditions, within 15 days (maximum) of receipt of intimation as above. Any delay in signing the contract/submission of Security Deposit will attract a penalty of Rs 1,000/- per day. Failure to sign and submit the contract/submission of Security Deposit within 21 days of intimation as above may result in the forfeiture of EMD and cancellation of selection as being the highest scorer and the contract will then be offered to the second highest scorer. In case of failure of second highest scorer, same process will be followed for next highest scorer and so on. However CBOTCK at its discretion may cancel the tender and the decision of Principal CBOTCK will be final and binding upon the concerned.
24. The Security Deposit will be refunded to the contractor within 60 days after completion of the

contract period (including the extended period of contract, if any) subject to:

- (i) Satisfactory performance of the Contractual obligations.
- (ii) Any deduction due on account of Contractor's obligation under the contract and subject to such deductions as may be necessary for meeting CBOTCK's claim against the Contractor.
- (iii) Deduction of any liability/damages incurred by CBOTCK, on behalf of the Contractor in the discharge of his/her obligations under this contract.
- (iv) This Security Deposit will not bear any interest of whatsoever kind.

25. The selected bidder (highest scorer) shall be required to start the services in accordance with the time schedule as specified in the work order issued by CBOTCK, after finalization of the Contract. In case the services are not started on the stipulated date as indicated in the work order, CBOTCK reserves the right to cancel the work order and forfeit the EMD and/or the Security Deposit and offer the contract to the next highest scoring tenderer.
26. The Tenderer is required to sign each and every page of Application Form containing whether Technical parameters or Price Quote of the tender.
27. The Canteen shall remain open throughout the year, even during the vacations in order to facilitate food for the faculties, staff and others. Training activities remain suspended for almost 6 to 8 weeks during June/July, September/October, December/January and March/April due to quarterly/ half yearly/annual closing. However the canteen and coffee shop is required to remain functional as Faculty Members and other staffs are provided food,tea,coffee etc. throughout the year on concessional rates. As a part of prudent policy and best practises, payment for ten (10) participants per day during those lean period of 6 to 8 weeks, as may be the case from time to time, will be payable so as to compensate fixed running cost of canteen. Lean period shall mean – No Training Programme during a particular week/s
28. A separate coffee shop has to be run by the Canteen contractor on payment borne by staff/trainee, within the college premises after college hours in which the caterer is expected to put a tea and coffee vending machine, ice cream freezer etc. The shop is expected to facilitate coffee, tea, biscuits, cookies in the evening initially for 3-4 hours or as decided by the college management from time to time. The pricing for the same shall be separate from the price quoted under the tender document. Since most of the items will be available on self-service mode, pricing is expected to cover opportunity cost of servicing the investment, cost of maintenance plus a marginal surplus.

MENU OF MEALS AND REFRESHMENT**(Indicative - within Quotes of overall Package Pricing)**

1. The menu of all meals and refreshment to be offered everyday will be prepared on a weekly basis by the last day of the preceding week by the Canteen Contractor and shall be handed over to the Canteen Committee. The weekly menu shall be prepared from the indicative menu given below. While preparing the advance weekly menu, variation and options of food items inherent in this indicative list must be honoured. The menu thus approved shall be displayed in the dining hall on a white board for each meal. CBOTCK has the right to request to change/amend any items of the menu at any time, depending on need notwithstanding its commitment to by and large maintain quotes of overall package pricing.
2. The menu of various meals/refreshments shall be as under –
SCHEDULE OF FOOD ITEMS:

Sr #	Meal Type	Menu/Item Detail	Frequency
1	Bed Tea	Morning Tea (150 ml)(Masala Tea/ Tea Bags)/ Coffee (150 ml) along with 2 pieces of Marie biscuit of Parle/Britannia/ITC	Every day of stay
2	Breakfast / Special Breakfast – Unlimited	1.Toasted & Plain Bread – White & Wheat both 2.Butter in sachets 3.Jam & Marmalade (every alternate day) 4.One or more fresh Cut Fruit/Fruit Salad(seasonal) 5.Corn Flakes of good quality brand having FPA certification 6.1 Omelette of 2 eggs or 2 boiled eggs or 2 poached eggs 7.1 North Indian dish out of following : Stuffed Paratha with Dahi, Plain Paratha with Sabzi, PohaJalebi, ChholeBhature, KulcheChhole, BesanCheela or other such items OR 1 South Indian dish out of Idli, Dosa (Plain or Masala), Uttapam, Upma, Uttapa, or such other items along with Coconut Chutni and Sambar 8.Tea, Coffee, Milk (these three daily) 9.Packaged/Branded Fruit Juice (once a week) 10.Boiled gram or Sprouted Mung 11. For Special Breakfast Coffee should be Nescafe Gold. Tea should be Masala Tea, Green Tea, Black Tea & a tetra pack of packaged juice	Every day of stay/Special Breakfast as and when ordered by the Principal
3	Pre Lunch Tea	Prepared Masala Tea, Tea with Tea Bags, Coffee with Coffee Sachets, Sugar Cubes, Sugar Free Sweetener with 2 varieties of Biscuits (one sweet, one salty)	Every day of stay

4	Lunch/Dinner – Unlimited	<p>*1 Soup with bread crumbs/soup sticks : Tomato, Sweet Corn, Clear Veg, by rotation</p> <p>* 1 Salad : Normal, Fruit , Sprouted, Russian, by rotation</p> <p>* Curd : 1 sealed cup of 100 grams : Amul, Saanchi</p> <p>* 1 Rice dish out of Biryani (in Basmati rice only), Plain Rice, Jeera Rice, Veg Pulao by rotation</p> <p>* 2 Chapati items : 1) Chapati - Daily (NOT TO BE ROLLED ONTO MAIDA),</p> <p>2) Second chapatti item to be any one from the following , by rotation :Missi Roti, Tandoori Roti</p> <p>* 1 Daal item out of TuarDaal, DaalMakhani, MoongSaabut, Rajma, DaalTadka, Punjabi/North Indian Kadhi by rotation</p> <p>*2 Sabzi : 1 seasonal sabzi , daily by rotation; Potato in sabzi or otherwise not to be served more than twice a week &</p> <p>1 more sabzi out of KadaiPaneer, PalakPaneer, ShahiPaneer, Capsicum Paneer, MalaiKofta, MalaiMethi, Stuffed Capsicum, Stuffed Bitter Gourd (Karela), Dum Aloo, JeeraAloo by rotation</p> <p>*Roasted Papad (not deep fried) : Bikaneri, Haldiram,Lijjat only</p> <p>*Pickle : Nilon's, Mother's Recipe, Nova only</p> <p>*Sauces : Kissan, Heinz, Maggi, Chings (for chilli sauce) only</p> <p>*Sweets (4 days a week) : Good quality sweets including Bengali Sweets from reputed sweet shops</p> <p>*Ice Cream (twice a week + Sunday) : Amul, Havmor, Top n Town, Vadilal only ; Flavours : Vanilla, KesarPistaa, Chocolate, Chocolate Chips, Butterscotch etc. by rotation</p> <p>NON VEG</p> <p>*Chicken preparation : Chicken Masala, Chicken Curry, Butter Chicken alternatively for 4 nights</p> <p>*Egg Curry of 2 eggs : On 1 weeknight & on Sunday nights</p> <p>*Fish preparation: Rohu, on 1 week night</p>	Every day of stay
5	Post Lunch Tea	Prepared Masala Tea, Tea with Tea Bags, Coffee with Coffee Sachets, Sugar Cubes, Sugar Free Sweetener with 2 varieties of Biscuits (one sweet, one salty)	Every day of stay

6	Evening Tea & Snacks	Bread Pakoda, VadaPav ,Bhel , MoongVada, ,Pakoda, Cutlet, Khastaetc and Prepared Masala Tea, Tea with Tea Bags, Coffee with Coffee Sachets, Sugar Cubes, Sugar Free	
7	Special Lunch/Dinner (as and When ordered by the Principal CBOTCK)	<p>Vegetarian Soups (any one) – Sweet Corn, Tomato, Hot & Sour, Clear Veg, Manchow etc. Salad (Normal – Onion, Tomato, Cucumber, Radish, Carrot, Beet Root, Lime, Sprouts, Pomegranate etc.)/Fruit Salad/Russian Salad Veg Pulao/Veg Biryani/Veg Fried Rice/Plain Rice (All in Basmati Rice only)</p> <p>Noodles preparation</p> <p>Roti (any two of these) – Missi Roti/ Tandoori Roti/Puri etc.</p> <p>Dal (any two of these) – Dal Makhani/Chhole/Butter Dal</p> <p>Tadka/kadhiPakoda etc.</p> <p>Three vegetable dishes – 1 dry,1curry & 1 paneer preparation –</p> <p>Paneer item (any of these) – ShahiPaneer/Paneer Butter Masala/Paneer do Pyaza/Paneer Manchurian etc.</p> <p>Vegetable – Curry items (any one of these) – Veg Manchurian/BesanGatte/arbi/AluGobi/Alu Dum or any other seasonal vegetable</p> <p>Vegetable – Dry items (any of these) – TawaSabji (Karela, Gobhi, Bhindi, Brinjal, Alu, Parval etc. or any other seasonal vegetable</p> <p>Non Vegetarian item (any one) – Butter Chicken , Chicken Masala /Rohu Fish preparation (dry/curry) etc.</p> <p>Roasted Papad, Pickle, Chutney</p> <p>Sweet Dish (any one) – Rasmalai (2 pcs) / Rajbhog (2 pcs) / Rasagulle (2pcs)/Ice Cream(Butter Scotch /Chocolate / Chocolate Chips/KesarPista) etc.</p> <p>Raita (any one) – Pineapple / Kheera / Boondi etc.</p>	<p>As on the specified days , menu shall be specified/ordered by the Principal of CBOTCK.</p> <p>The menu described under this point i.e. point # 7 is intended to offer an indication about the variety/range of menu from which items would be picked and order would be placed. The pricing for the same would be decided in consultation with the Contractor for each reference, as explained in clause # 3(viii) of this annexure</p>
8	High Tea	Vegetable & Cheese Sandwich, Cookies / Pastries,Pakodas / Dhokla, Wafers, Roasted Kaju, Tea,Green Tea, Masala Tea, Coffee (NESCAFE GOLD ONLY),Butter Milk (Chhas) etc.	As above in point # 7

NOTE:

1. The list above gives the indication of the requirement of CBOTCK. However care will be taken by CBOTCK to balance price value relationship while requesting any change/amend/addition in the menu on any day, within overall package pricing.
2. Fennel Seeds (Saunf), Rock Sugar (Misri), Cloves, Cardamom,Toothpicks etc. to be served at the end of breakfast, lunch and dinner.

3. Each serving should contain minimum of:

- (i) Corn Flakes—25 - 50 gms,
 - (ii) Milk—200 ml,
 - (iii) Tea / Coffee – 100 ml,
 - (iv) Sweet—1 or 2 pieces between 50 to 100 grams,
 - (v) Chicken/Fish/Egg Curry : 2 pieces –100 gms,
 - (vi) Juice –100 ml,
 - (vii) All other food items/beverages will be on an “Unlimited” and buffet basis as per the requirement of the participants/ guests. No proportioning is allowed.
 - (viii) Special Breakfast/Lunch/Dinner shall be served in special crockery and there shall not be any limitation of quantity, for which pricing shall be decided by the Principal, CBOTCK in consultation with the Contractor or his representative for each reference.
4. The pots for serving vegetarian and/or non-vegetarian food shall be of at least 150 ml size.
5. This indicative menu needs to be turned into actual menu for the coming week (except for special meals, as ordered by the Principal), by incorporating consultation/advices of the catering Committee of the college as constituted by the Principal.
6. Food packets (4 parathas/puris , dry vegetable , 1 dry sweet, 1 banana or any other seasonal fruit & a mixed pickle sachet) for return journey etc. may be provided to the trainees as per Annexure 10 B.

SCOPE OF SERVICE
CATERING SERVICES AT CBOTC, KOLKATA

The Contractor will bear the Material and labour cost and provide Services as specified below

MEALS						
S N o	Nature of Meal	Specified Persons	Frequency	Contents	General Timings*	Venue
1	BREAKFAST	TRAINEES/FAC ULTY/INVITEEs	DAILY	AS PER MENU SPECIFIED IN THE TENDER AND APPROVED BY CBOTC	08:30 AM TO 09:30 AM	DINING HALL
2	LUNCH / SPECIAL LUNCH	TRAINEES/FAC ULTY/INVITEEs	DAILY	AS PER MENU SPECIFIED IN THE TENDER AND APPROVED BY CBOTC	01:00 PM TO 02:00 PM	DINING HALL / ANY OTHER SPECIFIED PLACE IN THE COLLEGE
3	DINNER/ SPECIAL DINNER	TRAINEES/FAC ULTY/INVITEEs	DAILY	AS PER MENU SPECIFIED IN THE TENDER AND APPROVED BY CBOTC	08:30 PM TO 09:30 PM	DINING HALL / ANY OTHER SPECIFIED PLACE IN THE COLLEGE

REFRESHMENT

1	BED TEA / COFFEE	TRAINEES / GUESTs	DAILY		06:30 AM	IN HOSTEL ROOMS
2	PRE-LUNCH TEA/ COFFEE	TRAINEES / GUEST FACULTY / FACULTY MEMBER TAKING THE SESSION	DAILY	WITH BISCUITS	11:45 AM to 12:00 PM	TEA LOUNGE
3	POST- LUNCH TEA/ COFFEE	TRAINEES / GUEST FACULTY / FACULTY MEMBER TAKING THE SESSION	DAILY	WITH BISCUITS	03:00 PM to 3:15PM	TEA LOUNGE
4	EVENING TEA / COFFEE /SNACKS/ HIGH TEA	TRAINEES / GUEST FACULTY / FACULTY MEMBER TAKING THE SESSION	DAILY	WITH SNACKS AS DIRECTED BY CBOTC	04:30 PM to 04:45PM	TEA LOUNGE /OR ANY OTHER SPECIFIE D PLACE IN THE COLLEGE
5	TEA / COFFEE	FACULTY MEMBERs/ OFFICERS & STAFF AT CBOTC	ON ALL WORKING DAYS		11:45 AM AND 03:00 PM or as directed by them	OFFICE PREMISE S

In addition, Tea/Coffee/Biscuits will be required to be served for Visiting Guests also during office hours and the Contractor shall provide such services as and when required beyond general service hours mentioned above to meet the specific requirements of CBOTCK.

* These are indicative timings. They may be changed depending upon the schedule of the sessions.

QUALITY OF FOOD MATERIALS/OTHER ITEMS

All the food ingredients to be used for preparing the meals and the refreshment should be of standard quality and should correspond to the standards specified below. The following mentioned list is illustrative and CBOTCK reserves the right to modify any one of these as per its requirement. CBOTCK also reserves the right to allow a few more brands as approved by the Canteen Committee.

1. COOKING OIL (Edible Refined Oil) – Fortune, Saffola, Sundrop, Dhara only.
Mustard Oil – Patanjali Mark, Dhara, Engine, Mahakosh, Fortune only
2. BASMATI RICE – Golden Harvest, Kohinoor, Dawat, India Gate only
3. NORMAL RICE – GovindBhog/Dubraaj rice
4. WHEAT FLOUR - Annapurna, Shaktibhog, Ashirvad, Pillsbury, Naturefresh, Ganesh only
5. PULSES & BESAN – Fortune, Ganesh, Shaktibhog, Silver Coin, Tata, Ashirwad only
6. DESSERT – Roshogulla, GulabJamun, RaajBhog, Rasmalai & other Bengali sweets from reputed sweet shops only
7. TEA /TEA BAG - TajMahal, Brook Bond, Red Label, Tata, VaghBakri only
8. COFFEE SACHETS – Nescafe, Bru, Tata only
9. CORN FLAKES – Patanjali, Kellogg's, Chocos only
10. PICKLES – Mother's Recipe, Nilons, Nova, Kissan, Soul only
11. MILK/CURD - Amul, Mother Dairy only
12. BREAD (Wheat & White, No Brown Bread) – Britannia, Modern, Top n' Town, Popular only
13. BUTTER - Amul, Mother Dairy, Britannia only
14. BISCUITS – Britannia – Milk Bikis, Parle – Parle-G/Hide n Seek, Monaco, Krackjack, 50-50, Patanjali Bisk Farm etc.
15. JAM (ANY FLAVOUR)/MARMALADE - Kissan, Mala, Mapro, Tops only
16. SAUCE (TOMATO/CHILLI) - Kissan, Maggi, Heinz, Chings (Chilli) only
17. FRUITS - Good quality seasonal fruits to be served for weight of 100 to 150 grams. Apple, Guava, Orange, Mango etc. to be served in full (i.e. 1 Piece)
18. CHICKEN, EGGS & FISH- To be purchased from a licensed shop only. Bill to be conserved for production to college for payment.
19. PAPAD- Lijjat, Mother's Recipe, Shankar, Haldiram, Bikaneri only
20. ICE CREAM- Kwaliti, Top n' Town, Vadilal, Amul, Havmor, Vadilal only
21. VEGETABLES- Should be fresh and not over ripe
22. SPICES- MDH, Ashoka, Catch, Badshah, Maharaja, Everest, Ramdev, Pushp only
23. LIQUID SOAP – Dettol, Lifebuoy, Savlon only
24. FLOOR CLEANER – Domex, Lizol, Doctor's only
25. GLASS CLEANER – Colin only
26. UTENSIL CLEANER – Vim, Wheel etc.

SCOPE OF WORK & SYSTEM OF PAYMENT OF BILLS

Scope of Work: The contract shall cover following aspects of the services for Central Bank Officers' Training College, Kolkata

CATERING SERVICES

1. During the period of the agreement the contractor shall be fully responsible for the entire catering arrangement for the trainees at CBOTCK and for such other persons as may be required by CBOTCK. The Contractor will be permitted to use the kitchen, the adjacent Store room and the dining hall in the hostel to carry out catering arrangements being entrusted to him. The Contractor will bear the cost of Material and provide Services as specified in Annexure-5 (Scope of services – Catering) of the Tender.
2. The contractor is entitled to use the infrastructural facilities, furniture, fixtures and fittings, belonging to CBOTCK, in the canteen premises and the contractor shall ensure that the above are always properly maintained.
3. All personnel employed by the contractor shall be medically fit for handling food & certified for fitness before employment at CBOTCK.
4. Payment in respect of Guest Faculty will be as per bifurcated rates on the basis of actual refreshment / meals taken. The Contractor has to maintain a record of the same.
5. The rates quoted in part 2 of the Application Form are inclusive of all overheads and taxes such as GST/Sales Tax/VAT or any other tax levied by the Govt. etc. However, actual GST if applicable will be dealt with the provisions mentioned in point number 10 of Annexure 9 of this document.
6. All statutory deductions such as TDS, Surcharge, Education cess, Higher education cess etc. will be deducted from the total bill amount as applicable from time to time.
7. He shall at all times keep and maintain all these articles provided by CBOTCK in a clean, neat, hygienic and tidy order and condition, which will be inspected by authorised official (s) of CBOTCK. CBOTCK shall not be responsible in any way for the loss and/ or damage caused whatsoever to any of the aforesaid articles.
8. The contractor shall also arrange at his own cost for regular supply of commercial gas cylinders and pay directly to the supplier for cooking gas purchased. The caterer must ensure prompt supply of gas without any break by placing order with the Gas Company sufficiently in advance. In future, if any pipe line supply is taken by CBOTCK, the Contractor will be bound to take supply from that supply company as per terms & conditions set forth by the company/CBOTCK.

9. The contractor shall provide suitable equipment for keeping the food warm at the service counters and shall bear all costs towards that. Maintenance of gas stoves, gas pipes etc. shall be the responsibility of the contractor. Cost of this repair, if any, will be borne by the contractor.
10. The water and electricity consumption charges will be borne by CBOTCK. However, the Contractor shall ensure utmost economy in the consumption of water, electricity and abide by such restrictions as may be imposed or such instructions as may be issued by the appropriate Government/Civic authorities and CBOTCK or any other person authorised by CBOTCK.
11. A specified standard of catering shall be maintained for all items with due regard to quality and purity of food stuff, quality and quantity of dishes, cleanliness in preparation and handling of food items and utmost courtesy of services. The contractor shall pay for all food stuff and articles used for the catering and have always on hand, good and sufficient supply of all articles, food stuff and provisions necessary for the catering. The same shall be kept in a proper hygienic manner in suitable containers with lids including rice, dal & Atta. Raw food stuffs such as vegetables, milk, fish, meat, fruits shall be of fresh supply.
12. The Contractor shall permit the concerned authorities, Canteen Committee members and/or authorized official(s) in this respect at all times to enter the Canteen Premises to make inspection of the following and also of the issues mentioned here below at point 15(a) to (l) :-
 - a) Catering Arrangements,
 - b) Raw material being used
 - c) Quality as specified & Quantity of eatables and articles of food and drinks served,
 - d) Conditions of the fittings, fixtures and furniture,
 - e) Sanitary arrangements and general cleanliness
 - f) Upkeep of the Canteen premises
 - g) Canteen and Kitchen employee's hygiene.
 - h) Expiry date of perishable items
 - i) Bills / Invoice of edible items

The Contractor will be required to preserve the bills / invoice of all the edible items purchased for the last 3 months for verification.

13. Usually the training sessions are conducted throughout the year, but the number of trainees may vary from time to time and the CBOTCK does not guarantee any minimum number. There may be breaks between terms of each session. A situation could arise where no session is conducted during a particular period. Notwithstanding this, the contractor's catering and maintenance service shall be available throughout the year without any break. If there are no training sessions during a whole calendar week (Monday to Saturday), CBOTCK undertakes to guarantee a retention payment for that particular week. The retention payment shall be equivalent to the per day package charge of ten (10) participants for six (6) days.

The Auditorium is at times used by outside agencies including many banks. The presence of participants in such events/seminars/workshops range between 10 and 100. The catering contractor is expected to provide catering services to them, if so asked, at the same rate as applicable to CBOTCK except when the menu given is special for which special rates are applicable. If the Contractor has agreed to provide such catering services as required, extra and sufficient manpower is to be employed without reducing the number of staff working at CBOTCK.

14. CBOTCK encourages all round professionalism. While there are linkages of payment for good performances, there are penalties for non-performance/under performance/inefficiencies etc. Penalties will be imposed after taking into consideration the report of the concerned committee for the relevant period as mentioned in relevant paragraphs in this Annexure of this tender document. Objective, weekly feedbacks from participants and CBOTCK staff shall be collated/scrutinised by CBOTCK and shall be converted into a Percentage Satisfaction Grade for each participant for each week using a formulae an indicative Feedback Questionnaire can be seen at [Annexure 19](#)) and at the end of the month all these scores shall be aggregated in order to arrive at an Average Percentage Satisfaction Grade for the month.

While 90% of the catering bill shall be passed every month, payment of last 10 % of the monthly catering bill shall be treated as incentive which shall be in the nature of variable compensation, contingent upon the Contractor's performance and shall be released every following month. This can, however, be forfeited if there is any breach of the contract. Please refer to the table below for a better comprehension of this:

Average Percentage Satisfaction Grade (APSG)	Percentage Variable Payment (Incentive)
90 % & Above	10 % of total bill for the entire month
80 – 90 %	6 % of total bill for the entire month
70 – 80 %	3 % of total bill for the entire month

This also means that effectively the Contractor shall get 90 % of the total monthly catering bill if the APSG is up to 70 % , he shall get 93% of the total monthly catering bill if the APSG is above 70 % & up to 80 %, he shall get 96% of the total monthly catering bill if the APSG is above 80% & up to 90 % & he shall get 100 % of the total monthly catering bill if the APSG is above 90 % as illustrated here under taking an indicative monthly catering bill as Rs 4.00 lacs :

Average Percentage Satisfaction Grade (APSG)	Actual Payment
Above 60 % & up to 70 %	Rs 3.60 lacs
Above 70 % & up to 80 %	Rs 3.72 lacs
Above 80 % & up to 90 %	Rs 3.84 lacs
Above 90 % & up to 100 %	Rs 4.00 lacs

If APSG is below 60 % the Contractor shall be awarded penalty as specified in point 16, mentioned here below.

15. The CBOTCK insists on the highest quality in preparation of food and also the associated services. The contractor should make himself/herself available whenever he is called for a meeting. If the quality/quantity of food served or service rendered by the contractor is not satisfactory at any point of time, the Principal, CBOTCK or any one authorised by him/her, CBOTCK is entitled to withhold the contractor's bills, demand compensation from the contractor, the quantum of which may be decided from time to time by the competent authority of CBOTCK, to impose penalties, or take any other action deemed necessary including termination of the contract with due notice to the contractor. In particular, penalties will be raised in case of the following deficiencies/conditions:

- a) Stale food
 - b) Unhygienic food
 - c) Inadequate food
 - d) Failure to serve within prescribed hours
 - e) Unauthorized deviation from Menu
 - f) Any other service deficiency pointed out by the Canteen Committee members and/or authorized official
 - g) Failures to preserve bills / invoices for last 3 months
 - h) Unspecified brand of food items
 - i) Unhygienic conditions of Kitchen
 - j) Unhygienic conditions of Dining Hall
 - k) Average Percentage Satisfaction Grade (as explained in detail here in coming paragraphs) for the billed month below 60 %
 - l) Or any other reason/s which in any way whatsoever adversely affects the quality of food or service or compliance of terms of this contract.
16. For reason mentioned at point 15 (k), if the Average Percentage Satisfaction Grade , hereinafter called APSG, of all the participants for any month falls below 60% , college shall affect a deduction of 10% of the monthly catering bill for the concerned month. Consecutive/Repetitive APSG below 60 % for two months or more , or any gross failure to honour the terms of this contract , leading to unsatisfactory services, CBOTCK may forthwith terminate the Catering Contract with due prior notice and the contractor shall not claim compensation whatsoever against the CBOTCK or any of its officers in consequence of such termination. The list of discrepancy which shall be construed as gross failure has been illustratively defined in clause # 15 above.
 17. In the event of any incident of food poisoning, the contractor will be held solely responsible for all consequences viz. Legal/financial etc.
 18. Generally the trainees are allowed to stay one day before the actual session and up to the lunch time next day after close of the session. On the day previous to the day of commencement of the session and on the day following the last day of the session, the contractor shall keep the canteen open and arrange for catering services for such trainees as are expected to be present in the hostel on such days. On the day previous to the day of commencement of the session, bill for the meals @100% of the actual attendance on that day, will be admissible. On the day after the close of the session, payment for meals partaken by trainees will be made on actual basis. The details of nomination of the participants is expected to be collected from the Admin office in advance for the next week.
 19. No food is to be provided to any outsider / person accompanying the trainee in the canteen or after the trainee checks out. Any exception to this is to be approved by the Authorised Official of CBOTCK.
 20. Payment in respect of non-resident trainees will be made for Pre & Post Lunch Tea/Coffee, Lunch and Evening Snacks only.
 21. If a trainee falls ill or indisposed or is on Vrat/Fast, special diet, for as long as needed by the trainee shall be provided by the contractor without any extra charges in lieu of the normal food supplied in the canteen.
 22. The contractor shall maintain, in good condition, all furniture, equipment, fittings, premises etc

provided to him by CBOTCK and hand-over charge of the same on termination of the contract and it shall remain the exclusive property of CBOTCK. The contractor shall be responsible for any damage to the college block or hostel block or portion of the building under the contractor's occupation or the fittings, fixtures, furniture or other equipment entrusted in his charge, when such damage is, in CBOTCK's opinion caused due to the negligence or carelessness or any fault on contractors part or that of his manager or worker and the Contractor shall be liable to pay to CBOTCK such amount in respect of such damage as may be assessed by the authorised officials.

23. The Contractor must ensure compliance of the provisions of Food Safety and Standards Act 2006, Food Safety and Standard Rules 2011, Rules and Regulations of Central Govt./Local Municipal Authorities and other statutory requirements as relevant to running the Canteen and providing catering services in CBOTCK. In case any fine/penalty is imposed by the Central/State/Local Authorities then it shall be the responsibility of the Contractor.
24. The contractor shall provide adequate number of competent and well- trained staff (as per Annexure 16 – Deployment of Resident Managers & Workers) for cooking, cleaning, serving etc. to provide uninterrupted service at all times. Under no circumstances there should be less persons (as per Annexure 16 – Deployment of Resident Managers & Workers) available for providing catering service at the prescribed hours, one of whom will serve as the Canteen Manager. A penalty of Rs.100/- per day will be charged per person in case the number of persons present falls short of the required number. The contractor should have full control of such employees and shall give necessary guidance and direction to carry out the jobs assigned to them and will also be responsible for the payment of their wages/dues including statutory dues and other facilities if any. The serving/kitchen staff and dishwashing staff are to be identified separately by their uniform and not to be allotted sundry duties elsewhere in the premises. Under no circumstances sweepers/cleaners should be made to work in kitchen or canteen either for cleaning utensils or for serving food.
25. The kitchen and the dining hall should be maintained in a spic and span condition round the clock by using good quality cleaning agents/detergents & disinfectants. The Contractor, without causing any environmental hazards should dispose off kitchen garbage/wastes and leftover food on twice a day basis. He must liaise, with the local municipal/civic authorities for disposal of non-degradable garbage on a day to day basis at his own cost. Garbage bags have to be used at all times along with the Garbage Bins and all.
26. All utensils used for dinner have to be invariably washed and cleaned after every meal (viz. Breakfast, Lunch & Dinner), for proper hygiene. Failure to do so will be treated as a serious offence.
27. The contractor's workers should have proof of identity in the form of identity cards, uniform, etc. The contractor shall provide one type of uniform (clothes) to his Manager, second type to his other workers (cook, waiter etc.) and third type to his cleaning staff. Persons working in the canteen shall also be provided with skull cap, hand gloves, head scarf, apron, etc. All those employed by the contractor shall wear their respective, clean uniforms throughout, while they remain in CBOTCK campus.
28. Separate cooking arrangement and use of separate cooking utensils etc. shall be strictly ensured for VEGETARIAN AND NON-VEGETARIAN ITEMS.

29. The contractor shall carry out improvements as may be necessary for ensuring satisfactory services and shall take due notice of complaints made by the trainees or through the authorised official(s) of CBOTCK. The contractor shall maintain a complaint register to be submitted for checking by the administrative office daily.
30. The morning bed Coffee/Tea shall be served in thermos flasks to each trainee at his/her room. Breakfast, lunch, snacks and dinner shall be served at the dining hall. Tea/coffee, snacks shall be served at a place fixed for the purpose by the college authority on all training days for participants. The coffee/tea for the Principal, Faculty Members and Staff of the CBOTCK shall be served at their respective tables. Coffee/Tea flasks shall be provided to the contractor by CBOTCK in adequate number and should be well maintained by the Contractor in the interest of good hygiene. Any breakage in the said flasks by the catering staff shall be compensated at the book value in monetary terms by the Contractor or shall be deducted from the next bill payment.
31. The Contractor will also be required to provide breakfast/lunch/dinner along with tea/coffee/snacks, if desired by CBOTCK staff/Faculty members @ 50% of the agreed bifurcated rate for such items. The contractor will keep their accounts separately and collect the dues from them accordingly.
32. Timings prescribed for each service as given in Annexure-5 (Scope of Services –Catering) shall be strictly adhered to by the contractor. There are, however, occasions when class timings are changed, classes get delayed/extended/shortened. The contractor is to honour these changes in tandem with the Faculty Members and keep himself ready to provide food accordingly for different groups of participants. The kitchen staff should be present till the dinner hours are over.

The menu within the overall indicative menu shall be drawn up weekly in full detail for each day and got approved by the Canteen Committee of CBOTCK. The menu once approved should be strictly adhered to and any change in the menu has to be approved by the Canteen Committee at least a day in advance. The approved menu should be displayed prominently on a white board in the dining hall. Every day one meal will be provided free of cost to principal of college or any other staff member authorised by principal, by the contractor for the purpose of quality check.
33. The Contractor shall provide special indoor/outdoor lunch/dinner in buffet/packed style whenever required, as per the approved rates. The menu for the same shall be prescribed by the Canteen Committee. The rates for special lunch/dinner (as per the menu prescribed in Annexure 4) will be quoted by the contractor in the Application Form (Part 2). The entire arrangement, catering and serving will be the sole responsibility of the contractor. However, on the day of outdoor activity, or even during some very special events/functions, CBOTCK may make its own arrangements for those meals.
35. Tea/coffee/milk should be supplied with or without sugar as per the requirement. Paper Napkins, Saunf, Misri and tooth picks-of good quality are to be provided by the contractor after breakfast, lunch and dinner.
36. The rates payable to caterer per participant shall be as per the bifurcated rates agreed upon for the following. As assistance CBOTCK maintains a computer link, however the Contractor has to maintain a record of arrival and departure of the participants to facilitate billing as per actual attendance and bifurcated rates.
37. The contractor shall submit his bills for catering service weekly, in the manner and format

prescribed by CBOTCK, within next week. The contractor shall assign the job to a competent and trained person and ensure high quality, accuracy, neatness and full details in the Bills, to facilitate speedy checking and prompt settlement by CBOTCK. Bills not found proper are liable to be returned to the contractor without settlement.

38. The Contractor shall ensure that the food items supplied are as per the standards prescribed by the Government authorities and if at any time any fine or penalty is imposed by the Government authorities (e.g. by the food inspectors/ food dept.) the same shall be borne by the contractor and the CBOTCK will not pay any fine or penalty that may arise /or that may be imposed on account of the fault of the Contractor. Any damage suit or compensation case so filed in above case or any case of food adulteration/food poisoning affecting a person who takes the food prepared or supplied by the contractor has to be met by the contractor. He has to enter into an agreement with Bank indemnifying CBOTCK against all such kind.
39. The Contractor may be allowed to keep food items viz. snacks,ice-cream,cookies etc., packaged fruit juice& cold drinks in limited quantity for sale, only to the Trainees, Principal/Faculty and Staff of CBOTCK, on prices as mentioned in clause 28 of Annx3, in the Coffee Shop of the CBOTCK.However express permission will be obtained by the Contractor from the Canteen Committee for list of items to be sold. Alcoholic drinks / tobacco products etc. will not be allowed to be sold.
40. The rates for any item not specified in the Tender/Part 2 of the Application Form (of Annexure 10 B) in exceptional circumstances will be decided after mutual negotiations.
41. Utensils, cups, saucers, flasks (especially the rims), crockery, etc. should be scrubbed and cleaned thoroughly using good quality dish washing liquid soap (Vim) or as specified.
42. A thorough cleaning ought to take place on all Sundays for all equipment, fixtures, tiles and utensils to remove grime, grease, stains, oil etc.
43. Cups, Saucers, Appropriate Utensilsfor serving as well as for eating (viz. proper sized spoons for eating, for desserts, knife, fork, particular spoon for rasagulla kind of sweets, special broad edged knives for cake, soufflé etc.) and of good quality to be approved by the Competent Authority, are to be used.
44. Maintenance of gas burners, stoves, gas lines, rubber pipe in perfect condition, etc. with their regular servicing shall be the responsibility of the contractor. He shall follow practises to get safety standards supervised periodically and indemnify CBOTCK for any accident in the kitchen/dining hall affecting human or building/for any loss of human life or of material.
45. Non Family bachelor accommodation for male workers, subject to availability, will be provided for a few workers of theContractor. Approval has to be taken from CBOTCK for the workers staying at CBOTCK.
46. Cost of cleaning material for cleaning of Dining Hall, Kitchen, Hand Wash Enclosure, (including providing liquid soap) shall be borne by the Contractor.
47. The contractor shall obtain at his own expense all licenses and permissions which may be required for providing the Catering services including at the coffee corner and pay all the taxes, dues and penalties hereinafter becoming payable to the Government, Municipality or any other

local body by reason of his conducting business at all the business units including CBOTC Kolkata.

48. CBOTCK expects best practises and highest standard from the Contractor for every services provided by it.
49. The selected Bidder will have to provide all declarations necessary to comply with statutory provisions.
50. The Contractor shall not exhibit own signboard or advertisement within or outside the said CBOTCK premises.
51. The Workers/staff of the contractor, whether permanent employees of the contractor or his contract labourers, shall have no presumptive right of absorption in the services of CBOTCK/Bank. The contractor has to give an undertaking for having explained and documented this aspect in the contract/service agreement with his employees.
52. CBOTCK may allow select staff of Contractor, at its own discretion, only males, engaged for the purpose of this Tender to stay in the hostel premises to facilitate smooth running of college canteen and is no way to be perceived as contractual obligation on part of CBOTCK.
- 53. Nothing herein contained shall purport or operate to declare, assign, limit or extinguish whether present or in future in favour of the Contractor any right, title interest whether vested or contingent in the CBOTCK premises those vests with the CBOTCK.**
- 54. In the matter of appointment of the required employees for the purpose of assisting the Contractor, the Contractor shall not appoint any child prohibited by statute, to be so appointed.**
55. The Contractor shall keep the college, its officers and employees, its properties, safe and harmless and indemnify from and against all losses, suits, damages, cost charges, claims and demands whatsoever including claims under the Employees Compensation Act, 1923. The Contractor shall become liable to pay for the reason or in consequence of any injury to any person or persons or to any property either belonging to the college or any third party, on account of lapses on part of employees of the contractor, whether resulting directly through any accident or otherwise to life or property while performing the contractual job at CBOTCK or when carrying out any repairs or other work pertaining to its contract viz. repair in kitchen or using electrical appliances in dining hall, coffee corner etc. within the CBOTCK Premises. Such damage, injury or loss to life or property shall be made good and/or as the case may be shall be paid immediately by the Contractor to the college.
56. Upon breach by the Contractor of any of the terms and conditions governing the Scope of the Tender and/or upon the Contractor failing to comply with the directions/orders issued/ passed by the local authorities such as municipality/college, of the WB State Government, the Union Government and/or any other Authorities or upon the Contractor failing to comply with the requisitions issued by the college and/or if in the opinion of the college, the Contractor is not performing the Catering activities in a satisfactory manner and/or if the Contractor is adjudicated insolvent and/or fails to make any arrangement with his creditors and/or if any attachment or execution is levied on any of the property of the contractor, the Scope of the Tender shall be liable to be terminated.

57. The Contractor shall at all times indemnify and keep indemnified CBOTCK, against any such claims, damages on account of injury, disability, death of any of its workers caused during the employment of such worker/s with the Contractor while providing the services to CBOTCK, which may be made by any party whatsoever including government agencies, under the Employees Compensation Act 1923 or any other Acts or any other Statutory modifications thereof. The contractor is required to give an undertaking to the CBOTCK that all its employees are covered by appropriate insurance cover – either with group or individual life cover, accident cover etc.
58. The Contractor shall at all times indemnify and keep indemnified the CBOTCK, against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at CBOTCK's premises or before and after that.
59. Nothing in this tender shall be deemed to create any partnership, joint venture, agency between CBOTCK and the Contractor or their representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party. The Contractor is an independent contractor and not an employee, agent, associate or authorized representative of CBOTCK or Bank and the Contractor undertakes that it shall not undertake any obligation or liability in the name of or on behalf of CBOTCK / Bank whatsoever.
- 60. Nothing herein contained shall be construed to create any tenancy in contractor's favour, of any of the college's premises, properties or belongings and the college may of its own motion, upon the termination of the contract, re-enter and retake and resume and retain absolute possession of the College's belongings, both movable and immovable in case it has been allowed to be used by the contractor during the period of its contract.**
61. Nothing in this tender shall by implication or expression be taken to mean or imply that any of the persons deployed/engaged by the Contractor for rendering the services, are employees of CBOTCK or engaged by CBOTCK. The Contractor shall be deploying workers who shall be in sole employment of the Contractor and Contractor shall be solely and fully responsible for the acts, salaries, wages, remunerations or any other statutory liabilities or other payments of the workers. Under no circumstances shall CBOTCK be liable for any payment or claim or compensation [including but not limited to compensation on account of injury, death, termination]. In case any liability falls on CBOTCK for any reason, the Contractor shall keep CBOTCK indemnified against the same. In order to give effect to this, the Contractor shall incorporate suitable clause in the appointment letters to be issued to its workers mentioning that the workers are employees of the Contractor and not that of CBOTCK / Bank. Also he will give an undertaking to the Bank for having done so.
62. The Contractor & the workers deployed by him at the CBOTCK Premises shall maintain confidentiality of any information in their possession during their working at CBOTCK & thereafter.
63. The Contractor shall allow CBOTCK, its management, auditors, regulators, the opportunity of inspecting, examining, auditing and/or taking copies of the records with the Contractor.
64. The Contractor shall wholly and solely be liable for all disputes and liabilities in respect of the

workers deployed by him to CBOTCK under this contract and/or for any purchases, the sample of which is taken by the Govt. Authorities or otherwise for any dispute under the Laws of the land, in any Court of law.

65. The contractor is not entitled to assign or transfer howsoever the benefit or burden of the performance of contract to any other person or firm.
66. **Any failure or omission on the part of the CBOTCK at any time to exercise any of its rights under the terms of the contract, shall never be construed as "waiver" and shall in no way impair or affect the validity of the terms and the rights of the College to enforce its right at any time subsequently, with retrospective effect wherever found necessary.**
67. The contractor shall indemnify CBOTCK for any loss or damage caused to its premises, properties and belongings either wilfully or otherwise or for erosion of reputation suffered by the College on account of negligence, wrongful or questionable conduct of the contractor or his staff, whether indulged intentionally or otherwise.
68. CBOTCK reserves the right to ask the contractor to remove and replace any worker/s for their failure to give quality service or any misconduct of serious nature and the contractor shall be bound to replace the staff member/s concerned within a week from the date of such communication.
69. In all matters relating to or incidental to this Agreement, if there arises any doubt or dispute or disagreement the decision of the Principal, CBOTCK shall be final and binding on the contractor.
70. The contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and which are used by the Contractor during the course of the catering services.
71. The contractor shall obtain adequate Insurance Policy in respect of his workmen engaged for the service, towards meeting the Liability of Compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of the contract, and keep the College informed.
72. Medical check-up of Supervisor/Manager and all the workers will have to be done before their initial deployment in CBOTCK. The medical examination (tests) shall be as specified by CBOTCK and conducted by any one of the following reputed laboratories at Kolkata: Suraksha, Upasna or any other such reputed laboratory and fees will be borne by the Contractor, and medical reports with Photo Identity proof will be submitted to CBOTCK before signing of the contract (as per Annexure 16 –Deployment of Resident Manager & Workers). No worker will be deployed by the Contractor in CBOTCK who are found to be suffering from any infectious and/or contagious disease(s).
73. Subsequent medical check-up of all the workers deployed will have to be done on yearly intervals or as and when advised by CBOTCK. The medical examination (tests) shall be as specified by CBOTCK and conducted by any one of the following reputed laboratories at Kolkata: Lal Pathology, Kothari Diagnostics, SRL or any other such reputed laboratory and fees will be borne by CBOTCK. However, if any worker leaves before a period of 6 months from the last medical examination then the cost of medical examination for the substitute worker before the next medical

examination is to be borne by the Contractor.

74. Before any worker/s and/or staff member/s of the Contractor is replaced or newly deployed, the medical examination along with the photo id as specified by CBOTCK, as per Annexure 16 and conducted by any one of the following reputed laboratories at Kolkata: Suraksha, Upasna, or any other such reputed laboratory will be arranged and done by the Contractor, and their medical report along with photo id will be submitted to CBOTCK.

BILLING PROCESS AND DOCUMENTS REQUIRED
(CATERING SERVICES)

Requirement	Timeline	Information Required	Support Documents
Bill for Charges ; Bill should contain details of account number of the Contractor in which payment is to be made	To be raised weekly	Following information is required in the bill - a. Bill No/date clearly Written b. Training Batch(s) Session number Start date and End date c. No of Trainees / Guests d. Billing Rate e. GST Regn. number [no GST will be payable in case the invoice does not bear the GST tax number] f. PAN g. Any other information prescribed by CBOTCK.	a. Photocopy of the Muster Roll (attendance register to be maintained by the Contractor) of catering staff of the last/concerned week duly endorsed by the Contractor. b. Wages receipt sheet of The last week on the format prescribed under the relevant statutes. c. Photocopy of challan of previous month in respect of EPF and ESI duly deposited with the appropriate authority (Employers and Employees contribution) along with list of the Resident Manager and Workers bearing PF/ESI number, their individual amount of EPF/ESI deposited (Employers and Employees share). The challan should not include the EPF/ESI contribution of the other firms of the contractor. This clause is applicable once a month, for the first week of every month. d. Details of Number of daily refreshment/meals served to the Guest Faculty / Guests. e. Any other document as required by CBOTCK

TERMS & CONDITIONS OF THECATERING SERVICE CONTRACT

1. The Contractor shall provide Catering Services to Trainees/Officers/Faculty/Guest Faculty/Guests and other Visitors of CBOTC, Kolkata as detailed in Annexure-5 (Scope of Services) of the Tender Document.
2. The Services rendered by the Contractor must be in conformity to the Standard of Service as detailed in Annexure 7 (Scope of Work & System of Payment of Bills) &Annexure 15 (Standard of Services) of the Tender Document.
3. Execution of this contract means and shall continue to mean, unless explicitly contradicted , that the successful bidder has gone through the entire tender documents along with its annexures from 1 to 21 and that the contents thereof have been successfully and properly understood by the successful bidder and that he consents and agrees to the provisions contained in these annexures and the notice inviting tender and hence has come to join hands in signing this contract for providing good quality services to CBOTCK and also to professionally further the business interest of self.
4. The menu of meals and refreshment/Services shall be in conformity with the details mentioned in Annexure 4 (Menu of Meals & Refreshments) of the Tender Document.
5. The Contractor shall ensure that the quality of food material used is in conformity to the brand and standards mentioned in Annexure 6 (Quality of food material) of the Tender Document.The Tender Document is part and parcel of the Agreement.
6. The contractor shall comply with the municipal and other regulations relating to preparation and sale of food stuffs, beverages and refreshment and shall obtain the necessary licenses and permits and the contractor shall indemnify and keep indemnified the Bank against any lapse on the contractor's part in complying with these conditions or any other statutory requirements for running of the said canteen at CBOTCK.
7. The Contractor is required to be available at CBOTCKfor at least 1 hour, at least twice a week, generally between12:30pm to 3:00pm, to supervise and understand if there are issues to be resolved and on all important occasions, also when specifically asked to.
8. The Resident Supervisor has to be invariably present in the Canteen during meal times failing which appropriate penalty under clause 15 and 16 of the Catering Services under Scope of Work will be imposed.
9. The Contractor shall ensure deployment of Resident Supervisor and Workers forCateringservices as stated in Annexure 16 (Deployment of Resident Supervisor and Workers).
10. The rates quoted by the contractor, at the time of submitting Application Form Part 2, shall be inclusive of all applicable taxes such as GST,custom duty, excise duty, local levies, works contract tax, value added tax (VAT) etc. imposed by Central Govt./ State Govt./ Local bodies. As regards GST, under the reverse charge mechanism, the GST, as applicable to the service provider, shall be paid by the contractor and any GST liability as service recipient will be borne by the Bank.
11. The contract shall be effective and valid for the period of two years and may be

- renewed for a period as may be necessary, at the discretion of CBOTCK, however to a maximum period of one term of one year may be renewed on the same terms and conditions.
12. The Package and bifurcated rates quoted in the Application Form Part 2 for catering services shall be binding on the Contractor as per the Tender Terms and Conditions. No increase other than what is provided in the Tender for any reason whatsoever shall be permissible during the period of this contract.
 13. The Contractor will be provided facilities by CBOTCK as detailed in Annexure 18 (Facilities and equipment provided by CBOTCK). The caterer shall be responsible for the maintenance of these items and maintenance and repairs to the fixtures and fittings. The caterer shall ensure the safety of the above items kept in the said kitchen/dining hall and the Bank shall not be in any way responsible for any loss or damage occurring thereto.
 14. The authorized representative of CBOTCK will have authority to inspect any article of food and provisions as being provided by the Contractor and will have full powers to order discontinuance of use of certain food items/raw materials and provision which are not as per specification mentioned in the Tender or are found to be of unsatisfactory standard or on grounds of hygiene.
Principal of the college or any other official duly authorised by Principal may taste all or any meal of the day for this purpose. The official and the frequency of such tasting shall be decided by the Principal. The contractor shall not charge Principal or such Official for that meal while performing such duty.
 15. If the Standard of Services as mentioned above or elsewhere in the Tender document are not maintained to the satisfaction of CBOTCK authorities, appropriate penalty as per clauses contained in Annexure 7 and elsewhere will be imposed and amount thereof will be deducted from the monthly bill and/or Security Deposit.
 16. The contractor shall use only commercial cylinders of LPG in the CBOTCK kitchen. Kerosene oil or other flammable items are strictly prohibited. The LPG cylinders shall be arranged and paid for by the contractor.
 17. The tenderer should have a valid and active GST/VAT No./TIN No. on the invoice raised. In case the VAT/TIN no. has expired, any statutory liability on account of it will be the sole responsibility of the contractor.
 18. The Earnest Money will be forfeited if -
 - i. The Tenderer withdraws/amends his Bid before the signing of the contract or failure to carry out the contractual obligations.
 - ii. The successful bidder fails to fulfil the conditions as mentioned in clauses no 22 & 23 of the "Instructions to the Tenderers" (Annexure 3).
 19. The refund of EMD to the unsuccessful Bidder(s) will be made within 30 days after the signing of the contract with the successful Bidder.
 20. No interest shall be payable on EMD under any circumstances.
 21. In the event of the Contractor not fulfilling the conditions of the Contract, CBOTCK reserves the right to also forfeit the Security deposit of **Rs. 2,00,000/- (Rupees Two Lacs Only)** placed with the CBOTCK hereinabove mentioned, in part or in full. The decision of the Principal/CBOTCK shall be final and binding on the Contractor in this matter.
 22. The Contractor should possess a certificate/license from the office of The Assistant Labour Commissioner Kolkata to employ workers at CBOTCK, for providing Catering Services.

23. The regularity and quality of performance of service will be of essence and shall form a central factor, while evaluating the performance from time to time. The Contractor shall take all possible steps to ensure and to maintain its performance as determined by CBOTCK, from time to time.
24. If authorized officials of CBOTCK, notice that personnel of the Contractor has/have been negligent, careless in rendering the said services, the same shall be communicated to the Contractor who, apart from depositing the required penalties, will take corrective steps immediately to avoid recurrence of such incidents.
25. If any worker of the Contractor indulges in theft, negligence or any illegal/irregular activities, the Contractor shall take termination action against its erring worker and intimate to CBOTCK. In addition CBOTCK may take appropriate action in accordance with the law or as deemed fit.
26. The Contractor shall ensure that no loss or damage is caused by any act or default on his part or on the part of his employees or agents employed by him either to the said premises or to the Bank's furniture, fixtures and fittings and all other items therein permitted to be used by him. Reasonable wear and tear or such damage or loss as may be caused by act of God or other forces beyond the contractor's control in spite of all reasonable and normal precautions is accepted.
27. As security deposit of the obligations of the contractor under this clause and the other provisions of the agreement to be made, the contractor shall deposit and keep deposited with the Bank a sum of **Rs. 2,00,000.00 (Rupees TwoLacs only)**. The Contractor has the option to keep the security deposit in the form of Bank Guarantee.
The security deposit, if deposited in cash, will be returned to the contractor after the contractor has removed himself, his agents and his employees from the said premises and also returned to the Bank the various items of equipment, crockery, cutlery, etc., entrusted to him in good order, subject to normal wear and tear after adjusting for the cost of equipment, crockery, cutlery, etc., which has been lost or damaged. The bank guarantee, on completion of the contract, will be returned to the bank concerned under advice to the contractor.
28. The Principal or his representative may, at any time, inspect the said canteen and all items and fixtures and fittings thereon. The contractor shall give all assistance for this purpose to the Principal or any other person deputed by him on his behalf.
29. Awarding of contract shall not be construed by the contractor or his workers as any kind of employment in the Bank or claim on any property/ infrastructure provided by the Bank.
30. The Contractor shall employ at his own expenses an efficient , experienced and trained person(preferably having a diploma/degree in Hotel/Catering Management) for supervising the working of the said canteen and adequate number of other employees, who shall be experienced, efficient, free from any disease, clean, courteous and neatly clothed in liveries (to be provided by the contractor). The contractor shall not employ or continue to employ for the purpose of the said canteen any person whose employment is objected to by the Principal. He shall not change/ replace the workers very frequently. The Bank retains the right to ask for replacement of the worker/s of the contractor if found unsuitable. Annexure 16 may be referred to in this regard.
31. The contractor has to comply with necessary requirements in order to maintain law and order and also to ensure that no person is employed having a criminal background for which the Contractor shall have to check the antecedents and necessary reference check. The contractor has also to get his workers medically and clinically examined as per the tests prescribed by the Bank within stipulated time

- frame and submit the reports to the Bank. For the first time these reports should be submitted to the Bank within one month from the date of awarding the contract.
32. These certificates/ reports should also be submitted as and when new worker is employed by the contractor within 15 days of such joining the Contractor at CBOTCK canteen. Information of any exit and entry of the workers in CBOTCK has to be given within 2 days of the same.
 33. The contractor must not employ any worker having adverse police record or serious or contagious disease or a worker using tobacco/alcohol products of any form, even occasionally
 34. The Bank reserves the right to call for the details of workers engaged by the contractor.
 35. The said canteen shall be for the exclusive use of the officers of the Bank and the persons authorized/ permitted by the Bank and its working shall be subject to the supervision and control of the Principal.
 36. The contractor shall not carry on in the said premises any business other than running the said canteen. He shall not make any changes, additions or alterations in the said premises.
 37. The contractor shall keep, at a conspicuous place in the said Dining Hall, a complaint/suggestion book in which complaints and suggestions, if any, may be recorded and the complaint book shall be open to inspection by the Principal or his representative. The contractor shall inform the Principal of the action taken by him in respect of each complaint or suggestion, as the case may be, and shall carry out such directions as may be given by the Principal or any other officer authorized by him.
 38. The Contractor being the employer in relation to workers employed, to provide the services under the terms and conditions shall alone be responsible and liable to pay monthly wages to such persons. The Contractor will ensure compliance of all the relevant Labour laws.
 39. The Contractor shall issue a set of uniforms (minimum 2) including skull cap, hand gloves, head scarf etc. and identity cards on its own name / firm / organisation to its employees deployed for rendering the said services, which at CBOTCK's option would be subject to verification at any time. CBOTCK may refuse the entry into its premises to any worker of the Contractor for not bearing such identity card or not being in uniform as approved by CBOTCK.
 40. CBOTCK reserves the right to cancel or terminate this contract/agreement by giving 3 months' (three months') (in normal course or earlier if warranted) notice in writing without giving or assigning any reason(s) for doing so, and in the event of the Contractor wishing to terminate this agreement, the Contractor shall have to give at least 6 months notice to CBOTCK, in writing and in either event, the Contractor shall hand over the peaceful and vacant possession of CBOTCK premises as provided in the tender. The Contractor shall also hand over forthwith all the articles provided to him and no broken item(s)/articles(s) shall be taken back which must be replaced by the Contractor or shall pay the cost thereof / recovered from Security Deposit. The agreement shall stand terminated as per the notice of such termination. The address for service of this notice or any other communication or notice shall be the address of the contractor furnished by the contractor.
 41. The CBOTCK/Bank shall be entitled to make alternative arrangement for providing canteen services to its officers in the said premises in the event of the contractor suspending/discontinuing his services during the period of the contract. The Bank shall be entitled to recover from the contractor any loss that the former

- shall suffer in this regard.
42. If the CBOTCK/Bank finds any deficiency in any of the services to be provided by the contractor, the Bank reserves the right to get the same done by outsiders/ Bank's Staff and the cost incurred in this regard will be recovered from the contractor.
43. The Contractor shall ensure that the industrial peace of the Bank is not disturbed/damaged or threatened to be disturbed/ damaged by any act of omission or negligence, wilful or otherwise, of the contractor or his employees or agents.
44. Further –
- a. The Contractor will be required to submit a “No Dues Certificate” indemnity bond on non judicial stamp paper of requisite value duly notarized as per specimen enclosed in Annexure 13 (No dues certificate) after completion/termination of contract to claim refund of Security Deposit amount.
 - b. In the event of notice of earlier termination by either parties to the contract or expiry of the contract, the Contractor shall be obliged to continue providing the services on the same terms and conditions as provided in the contract, till such time as CBOTCK, is able to make any alternative arrangement or CBOTCK, has agreed in writing to allow the Contractor to discontinue earlier.
 - c. CBOTCK will ensure that all payments due for services rendered by the Contractor till the expiry of the contract or earlier termination of the agreement shall be paid to the Contractor within 60 days thereof after the submission of indemnity bond regarding “No Dues”. The specimen of the Indemnity bond is as per Annexure 13 (No dues certificate).
45. The CBOTCK or its representative(s) shall be at liberty to check at any time, the deployment of workers by the Contractor.
46. In case of any pilferage, theft of or breakage etc to the property/assets of CBOTCK the Contractor will be responsible for such losses. The CBOTCK will be at liberty to deduct the amount of such loss from the monthly bill/Security deposit of the Contractor after holding an enquiry. In case of breach of discipline, misbehaviour, misconduct by any of the workers, the Contractor has to ensure that the worker is immediately expelled from the premises of CBOTCK and can regain entry only with the explicit permission of CBOTCK. The decision of CBOTCK to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the tender/ contract, the contract shall be liable to be cancelled and Security Deposit will be forfeited.
47. The Contractor shall comply with the instructions given by CBOTCK from time to time relating to the performance of the services, duties and obligations under this agreement. The services rendered by the Contractor shall be subject to regular review by CBOTCK, and its decision as to the quality thereof shall be final and binding.
48. The Contractor shall abide by the CBOTCK rules, guidelines, policies and procedures at all times during the performance of the services and the regulations issued by the various Government Authorities under whose jurisdiction this agreement will fall, from time to time.

49. The Contractor represents and undertakes that:
- Contractor has full power and authority to enter into the agreement with CBOTCK and perform the services and has the necessary expertise to duly perform the services under this agreement.
 - The Contractor shall render the services and perform the obligations and duties as per tender accurately and efficiently and in accordance with the instructions, specifications, procedures, standards, guidelines, time frame, as mentioned in this agreement, or as are issued from time to time by CBOTCK for the performance of the services to the satisfaction of CBOTCK.
 - The Contractor shall be responsible for its market creditors, its corporate and personal taxes, as applicable, and shall indemnify and hold CBOTCK harmless for any liability in this connection.
 - Shared non family accommodation for select male workers of the Contractor may be provided by CBOTCK and usage of any other room or space by them in the Hostel / College Block is strictly prohibited.
 - Visitors of the workers of the Contractor working in CBOTCK can be allowed only on
Sundays between 09:00 am to 07:00 pm, at their shared accommodation only. Exceptions will have to be permitted by Warden or authorised representative of CBOTCK.
 - Consumption of liquor / intoxicants / tobacco products within the CBOTCK premises by the workers/staff of the catering services is strictly prohibited.
 - Any violation of clause (d), (e), & (f) above shall be viewed seriously and will invite strict action apart from any penalty as decided by the Principal against the Contractor.
 - The Contractor is duty bound to report any untoward incident in the kitchen/dining hall to the Principal, warden or any other official authorised by the principal.
50. If at any stage, it is revealed that the documents/certificates/testimonials submitted by the Contractor is forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit amount deposited with CBOTCK shall be forfeited without any claim whatsoever on CBOTCK and the Contractor shall be liable for action as appropriate under the relevant laws.
51. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, CBOTCK will not be liable to pay any compensation to the legal or other heirs of the Contractor.
52. ~~On the Contractor's behalf, the Contractor, of the workers or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.~~
The Contractor shall be liable for any loss, damage or injury to the property of CBOTCK, of the workers or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.
53. The Contractor shall maintain proper records about the attendance of workers in the prescribed format as given in the Contract Labour (Regulation and Abolition) Act, 1970 along with Contract Labour (Regulation and Abolition) Rules, 1971 and would ensure that the required worker strength is maintained. If due to any exigency, any worker is absent, the Contractor should take immediate steps to provide its substitute. In case an employee quits, replacement has to be provided within one week, subject to the compliance of relevant Rules & Regulations/ Laws/ Statute.
54. The Contractor shall ensure that the wages are fixed or prescribed in a way that it

- complies with the Minimum Wages Act 1948 for the category of workers employed by it from time to time as prescribed by the Chief Labour Commissioner (Central), Government of India, Ministry of Labour & Employment, or by WB Government as applicable and/or any appropriate authority constituted by or under any law.
55. The Contractor must ensure that the wages to the Workers are paid within the stipulated time period as provided under relevant Acts, Rules & Regulations in force. The Contractor will not link the payment of wages to the workers with settlement of his bills by the CBOTCK.
 56. The Contractor has to first pay the wages to the Workers and then put up his bill for payment and also confirm in writing that the wages have been paid
 57. The Contractor shall raise the invoice/bill and CBOTCK agrees to pay such invoices/bills generally within 15 working days of receipt of invoice/bill along with all the required statements/clarifications. Payment of bills, by CBOTCK, will be made on weekly basis by transfer to their account only, provided that the Catering Services were satisfactory during the month and subject to deduction on account of Penalties, taxes etc. as applicable. The weekly bill payment will be made subject to the following and as mentioned in Annexure 8 (Billing process & documents):
 - a. Muster Roll/Attendance sheet of the workers duly signed by the Contractor for the month on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971.
 - b. Wages sheet for the week/month showing receipt of the wages on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971 submitted along with the photocopy of the relevant pages of their bank passbook.
 - c. Deposit Challan of previous month showing the individual figure of deposit Of contribution of Provident Fund and ESI of employees' and employers' share, With the appropriate authority. The Employer's contribution of ESI and PF Shall also be borne by the contractor, which should be considered while quoting The rates. Copy of Receipt and Statement of Bonus , if any, paid to the employees Are to be submitted to the CBOTCK in the following Month after making payment. No reimbursement in lieu of PF, ESI, Bonus and Gratuity shall be made by CBOTCK, Kolkata. However, receipts are to be produced by Contractor to CBOTCK, Kolkata.
 - d. Photocopy of Group/Master/Individual Policy for Mediclaim/Accidental Claim of workers to be shown/submitted to CBOTCK as a part of compliance.
 58. The Contractor will be liable to arrange to get the Provident Fund refunded from the Provident Fund Commissioner if a worker is terminated or dies or leaves the job for onward transmission to worker/legal heir. In cases where documentary or other assistance are required by the terminated/ex-employees or the legal heirs of such employees from the contractor, full cooperation and assistance is to be extended by the contractor.
 59. The Contractor will pay wages as per the Minimum Wages Act on or before the 7th of next month. It is mandatory that the wages and benefits payable to Resident

Manager/Workers is credited directly to their bank account. The Contractor has to submit to CBOTCK, every month the satisfactory evidence (as per Annexure 8 – Billing process & documents) of payment of the wages and benefits to the workers.

60. The Contractor will be required to submit copies of the deposit challans showing the individual figures of EPF and ESI money of workers deposited with appropriate authorities for the previous month along with the monthly bill (as per Annexure 8 – Billing process&documents). All statutory payments shall be made by the contractor to his workers for which no reimbursement shall be made by CBOTCK, to the Contractor.
61. The Bank shall be entitled to recover from the contractor or deduct from the bills payable to him, any amount that the Bank may be compelled to pay, under the law, on account of any default by or negligence of the contractor or his employees or agents.
62. On the expiry or early termination of the contract, the contractor shall remove himself and his employees and agents from the premises and all articles belonging to him failing which the Principal shall be entitled to do so without any further notice to the contractor at the cost and risk of the contractor. The contractor should, however, ensure that his action does not cause any damage to the said premises or any property therein belonging to the Bank.
63. The contract, if granted to the contractor to run the said canteen at CBOTCK cannot be assigned or transferred by the contractor to any other person. If it is done the Bank has the right to terminate the contract without any prior notice.
64. The contractor shall ensure compliance to all the obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act, Workmen's Compensation Act, 1923 and other labour laws prevailing in the country.
65. The contractor will bear the cost, throughout the term of the agreement for a comprehensive general liability insurance covering injury or death of any person(s) occurring in the areas of operation, caused by the negligence on the part of the contractor or the part of his worker(s) and in case of failure to perform their obligations/ duties under the agreement the Bank will not be responsible for any consequence due to default in this regard by the contractor. The contractor has to ensure that the workers or their legal heirs shall not claim any insurance benefit from the Bank in case workers suffer any loss or damage to their life or person or property while working in the Bank premises.
66. Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of the terms and conditions and/or regarding business continuity plan in the case of death, lunacy, bankruptcy or any other such situation, which may adversely affect this contract, the same shall be first referred to/sought from the Principal, CBOTC, Kolkata whose decision in the matters shall be final and binding on the Contractor. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Principal, CBOTC, Kolkata whose decision will be final and binding on the Contractor. If the Dispute is not resolved through the reference made to the Principal, CBOTC, Kolkata, a reference of the same shall be made to a Sole Arbitrator to be appointed by the Principal, CBOTC, Kolkata for adjudication of the same in accordance with the provisions of Arbitration & Conciliation Act-1996 and any statutory modifications there under from time to time. There shall be no objection if the Sole Arbitrator to be appointed is a Competent Officer of Central Bank of India at the discretion of the Principal CBOTC, Kolkata. In case if the resolution of dispute fails, then, both parties shall appoint their Arbitrators, and if required, these Arbitrators may agree to appoint a Chief Arbitrator,

to resolve the dispute. The Contractor and CBOTCK shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled through Arbitration or through the Court of Law within the jurisdiction of Kolkata. The resultant contract will be interpreted under Indian Laws.

67. No failure or delay by CBOTCK in enforcing any right to remedy of CBOTCK in terms of contract or any obligation or liability of the contractor in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by CBOTCK and notwithstanding such failure or delay, CBOTCK shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.
68. Self - Attested Photocopies have to be submitted wherever applicable.
69. The Agreement shall be governed by and construed in accordance with the Laws of India. BANK and the Contractor agrees that any legal action or proceedings arising out of this Agreement may be brought exclusively in the Courts of Kolkata in India.
70. 17. This Agreement shall only be modified or amended in writing duly executed by or on behalf of each of the parties.
71. **In the event that any term or condition or provision of this Agreement is held to be in violation of any applicable Law, statute or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Agreement. Notwithstanding the above in the event of any such deletion, the Parties shall negotiate in good faith in order to agree to the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.**

Annexure 9(B)

TERMS AND CONDITIONS OF THE HOUSEKEEPING AND MAINTENANCE CONTRACT

Area of premises:

The area of the hostel building consist of ground floor having canteen and kitchen plus 3 floors with 44 rooms with attached bath, hostel common rooms , gym, corridors, stairs, roof, in 4th floor Principal and faculty residences and 2 Transit rooms in the Officer's quarters along with the common stair case therein.

The caterer shall be responsible for performance of under noted duties as well for which charges may be quoted separately under head viz, Housekeeping and maintenance.

HOUSEKEEPING :

- I. Filling drinking water in jugs in all the rooms.
- II. Making of the beds of the trainees i.e Spreading the bed sheets, quilts/blankets, bed covers , inserting pillow covers; Beds shall be made only after the Trainees occupy the room, handling of Mosquito nets etc.
- III. Changing of the bed sheets,bed spreads,pillow covers , etc Once in 3 days or after conclusion of training whichever is earlier and periodically at the commencement and conclusion of each programme;
- IV. The bed sheets, bed spreads, pillow covers ,bed covers shall be got washed by the contractor only from the washer man approved by the Training College and the charges thereof shall be paid by the Bank at the rates decided from time to time;
- V. The total stock of bed covers bed sheets,bed spreads,pillow covers,blankets, mosquito nets, window curtains etc,handed over in bulk against acknowledgement of the contractor shall be under the custody of the contractor and contractor shall take general care of these items. While torn/worn out bed sheets,pillow covers etc. shall be replaced with new ones by the Training College, any loss due to any other reason would be recovered from the contractor.Marking as CBOTCK in indelible ink should be got done by the contractor on all the bed sheets ,bed spreads , covers, pillow covers etc as per instruction of CBOTCK.

CLEANING AND MAINTENANCE :

DAILY SERVICES

- I. Removal of waste material from open areas/lawns and Gardens, etc.
- II. Dusting of furniture, cup-boards telephone instruments and doors, windows,all such articles dust free during the morning time.
- III. Cleaning /mopping of the floor of rooms/corridors/stairs/roofs etc(entire area of hostel including 4th floor, transit rooms and common stair cases).
- IV. Reception/up keep of hostel/store/gym, etc.as required.

WEEKLY SERVICES

- a. Washing and scrubbing of floor area with detergents,dust removing chemicals and polishing of the floor areas, etc.
- b. Removal of cobwebs, dusts, termites, insects, pests etc .windows sponging and cleaning.
- c. Keeping ceiling and table/pedestal fans,airconditioning grills dust free.
- d. Cleaning of dustbins and buckets with detergents.
- e. Up keeping of partition glasses and panes with utmost care and by application of glass cleaning chemicals.
- f. Acid cleaning of sanitary wares.
- g. Polishing and oiling of doorclosures,door handles ,and other brass fittings with silvo /Brasso /Lubricants .Dusting and cleaning of Murals,Sceneries ,photo-frames ,idols ,etc.
- h. Polishing of taps and other steel fittings in the toilets with Silvo/Brasso.
- i. Cleaning of Roofs of Hostel Building.

General Terms & Conditions

1. The charges for specialized housekeeping services shall be on monthly basis subject to production of bills, vouchers up to the satisfaction of the CBOTC, Kolkata.
2. The contractor shall obtain necessary license, permit, consent, sanction etc., as may be required or called for from/by local or any other authority for doing such work. The Contractor shall comply with all applicable laws, rules and regulations in force.
3. The Contractor shall bear all taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the state, central government or any local body or authority. The Contractor shall furnish such proof of payment of compliance or the obligations includingregistration certificates, receipts, licenses, clearance certificates etc.as may be required by the Officers Training College from time to time.
4. The Contractor shall keep bank/ CBOTC indemnified against all the claims and liabilities.
5. The Contractor shall provide summer and winter uniforms, shoe, etc. to his staff engaged for the above services, as per CBOTCs specification at his own cost and expenses and all the staff will wear the same in clean condition while on duty.
6. The Contractors employees will be allowed entry in to the specified areas of the premises of the CBOTC with the specific permission of the Principal or any other officer authorized in this behalf with valid photo identity card issued by the Contractor and displayed prominently.
7. The Contractor and all his employees shall at all times during the continuance of the agreement, obey and observe all the directions and instructions which may be given by the CBOTC concerning any aspect of house-keeping services.
8. In case the contractor or any of his employees fails to fulfil his/their obligations for any day or for any number of days to the satisfaction of the CBOTC for any reason whatsoever, the contractor shall pay by way of liquidated damages, a sum to be decided by the CBOTC per day for the entire numbers of such days and the CBOTC shall, without prejudice to its other rights and remedies shall be entitled to deduct such damages from the money if any payable by it to the contractor.
9. The CBOTC shall pay on monthly basis or as may be agreed upon between the parties from time to time for the services that may be rendered by the contractor on performing the services to its fullest satisfaction.
10. The agreement shall be deemed to have come in to force only for a period of **two years** and it may be renewed for one term of one year on same terms and conditions.

11. The Contractor shall not assigns or sub-contract of these contracts. In case of violation/contravention of any of the terms and conditions mentioned herein, the CBOTC reserves the right to terminate this agreement forthwith without giving any notice to the Contractor and without prejudice to its right to recover damages and other charges / cost to the CBOTC from amount payable to him or otherwise.
12. The Principal of CBOTC shall be the sole authority to decide and judge the quality of the service rendered by the Contractor and all other matters and his decision shall be final and binding.
13. The Contractor shall maintain good standard of services as indicated. The performance of the contractor will be reviewed on monthly basis and in case the services are not found up to the mark the contract will be terminated even before the expiry of contract period by giving **threemonth's notice**.
14. The Contractor will be responsible for proper maintenance and safety of all furniture & fixtures, materials, goods, stocks, books, periodicals, vehicles lying in CBOTC premises etc. The cost of missing items / shortages of stocks / materials etc. will be deducted from the monthly payments / any others sum / deposit due to the contractors.
15. The Contractor shall pay security deposit of **Rs.60,000.00 (Rs. Sixty thousand only)** or a performance guarantee for a similar amount in lieu thereof from a bank acceptable to the CBOTC prior to commencement of service under this agreement. The CBOTC shall be entitled to adjust or appropriate the said security deposit or the proceeds of guarantee towards loss or damage caused by the Contractor or his employees or the amount of value of shortage or breakage or damage to the equipment and any other items entrusted to or caused to other assets of the CBOTC by the Contractor or his employees or any other liability of the Contractor. The security deposit that may be made with the CBOTC shall not carry any interest.
16. The annual maintenance charges of the equipments/gadgets etc. owned by the Bank will be borne by the CBOTC. However, the Contractor will be responsible for its proper upkeep and regular maintenance.
17. The Contractor will pay salary, allowance, compensation etc. to his employees as per rule at his end and the Bank will not be responsible for payment of anything to the employees of the Contractor.
18. a) The Bank reserves the right to terminate this agreement / contract at any time by giving three months notice in writing.
b) The Bank shall not be liable / responsible for any incident / occurrence / injury / damage caused to the person / deployed by the Contractor for rendering services as per this agreement.
c) The Contractor shall indemnify the Bank for any incident /occurrence / injury damage / loss etc., caused to the employees of the Bank / CBOTC /Participants / Faculties etc., due to negligence on the part of the contractor or his employees / persons / agents etc.

=====

(Seal and Signature of the Contractor)

ANNEXURE 10-A

Affix duly attested PP size recent photograph of the authorised representative of the prospective bidder.

APPLICATION FORM CONTAINING TECHNICAL PARAMETERS

(PART 1)

Sr #	Particulars	Details to be filled in
1	Name of the Caterer/Canteen Contractor/Company/Firm	
2	Constitution (Company/Partnership/Proprietorship)	
3	Permanent Address with Telephone Number & Email ID	
4	Address of the unit in Kolkata or outside of Kolkata with PIN, Telephone Number & Email ID	
5	Name of the Contact Person with Telephone, Mobile Number & Email ID	
6	Name of the Sole Proprietor/Partners/Directors along with their technical qualifications	
7	Year of Commencement of Present Business	
8	PAN/TAN Number	
9	Postal Address for Correspondence	
10	Details of Registration with labour Dept/Municipal Corporation (Central/State) (for providing catering service) Date & Number	
11	Contract Labour (R & A) Act License No	
12	Registration under Shops & Establishment Act (enclose photocopy)	
13	GST Registration No (enclose photocopies of above)	
14	Sales Tax Registration No	

	(enclose photocopies of above)								
15	EPF Registration No (enclose photocopies of above)								
16	ESI Registration No (enclose photocopies of above)								
17	Whether any Civil Suit/ Litigation arisen in the contracts executed during the last 3 years/ being executed. If yes, please furnish the name of the work, employer and brief details of litigation								
18	Enclose Experience Certificate from Previous & present clients								
19	Details of Demand Draft of Rs 50,000/- Name of Bank, Date & DD No								
20	From	To	Name of the Firm/O rganisat ion/Per son for whom Catering contract s were undertak en	Type of Contra ct	Hostel capacity of the Firm/Orga nisation/P erson for whom Catering contracts were undertaken	Value of Contract & other details	Contact Details of Firm/Org anisation/ Person for whom Catering contracts were undertake n	Number of workers employed at the firm/Organi sation/Pers on for whom Catering contracts were undertaken	
Column number 20 pertains to past experience details. Please use additional sheet for required space.									
21	From	To	Name of the Firm/Or ganisatio n/Person for whom Catering contracts were undertak en	Type of Co ntr act	Hostel capacity of the Firm/Org anisation/ Person for whom Catering contracts were undertake n	Value of Contract & other details	Contact Details of Firm/Org anisation/ Person for whom Catering contracts were undertake n	Number of workers employed at the firm/Orga nisation/P erson for whom Catering contracts were undertake n	

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	List of organisations/persons to whom catering services are presently being rendered along with certificate proofs. Please add extra sheet/s for required space																																					
22	Number of employees engaged by the company/firm at present																																					
23	Of 21 above, how many are skilled / semiskilled employees and supervisory staff																																					
24	Number of persons proposed to be engaged for running the canteen <table border="1"> <tr> <td>Cooks (Give Details of Specialists such as for Non Veg food, North Indian food, South Indian food etc.)</td> </tr> <tr> <td></td> </tr> </table>	Cooks (Give Details of Specialists such as for Non Veg food, North Indian food, South Indian food etc.)		<table border="1"> <tr> <td>Assistant Cooks</td> <td>Servers/Waiters</td> <td>Cleaners</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	Assistant Cooks	Servers/Waiters	Cleaners																															
Cooks (Give Details of Specialists such as for Non Veg food, North Indian food, South Indian food etc.)																																						
Assistant Cooks	Servers/Waiters	Cleaners																																				
25	Bank Account Number; Type of Bank Account; Name of Bank & Branch; IFSC of Bank Branch																																					
26	Qualifications and Experience of Supervisory staff with necessary certificates																																					
27	Qualifications and Experience of other staff with necessary certificates																																					
28	Total revenue in last three years (year wise) (Please enclose relevant certificate such as Balance Sheets and Profit & Loss Statements) 2020-21 2019-20 2018-19																																					

- a) I understand that the commercial bid will be opened only if the bank is satisfied about my past experience as well as other criteria like No: of people employed compliance with PF/ESI etc. and other criteria. CBOTCK/Bank has sole discretion to decide about my eligibility and will not be a subject matter of dispute or any type of legal action.
- b) I also agree that CBOTCK/Bank has absolute right to reject any or all tenders without assigning any reason and there is no obligation to award the contract to the bidders.

- c) I agree for the representative of the CBOTCK/Bank to visit my office /place of present contract. I shall facilitate the said visit.
- d) I have read the terms of contract, scope of work, scoring system and its role in the award of the contract and other annexures enclosed herewith and I agree to the terms and will execute the agreement in case I am awarded the contract.
- e) The Price Quote, given in separate sealed cover, is part of this tender. The rate quoted per person per day will be included in the score sheet by the Bank for deciding the award of the contract.

Date :

Signed by the Authorised Signatory with seal

Place:

ANNEXURE 10-B

APPLICATION FORM FOR PRICE BID
(PART – 2)

01	Name of the Firm / Company	
02	Rate quoted [per head, per day& please also refer Annexure 4 & 6]	Rs. [Rupees]
	Break-up (please refer Annexure 4 & 6)	
	(a) Bed Tea / Coffee	Rs.
	(b) Breakfast	Rs.
	(c) Forenoon Tea / Coffee	Rs.
	(d) Lunch	Rs.
	(e) Afternoon Tea / Coffee	Rs.
	(f) Evening Tea / Coffee	Rs.
	(g) Dinner	Rs.
	Total	Rs.
3	House Keeping & Maintenance monthly charges of hostel block	Rs.

Price Quote for the Food Packet (Please see Annexure 4, clause 6) :

- ☐ The rates are inclusive of all taxes like sales tax, service tax etc.
- ☐ I have gone through the terms of the contract to be entered into on awarding the contract as well as the menu to be served and agreeable to the same.
- ☐ A copy of the menu is enclosed duly signed as a token of acceptance of the menu.

DATE:

AUTHORISED SIGNATORY

CHECKLIST FOR DOCUMENTS TO BE PLACED ALONG WITH PART 1 OF APPLICATION FORM, CONTAINING TECHNICAL PARAMETERS

1. Certificate of Incorporation, Partnership Deed, Articles & Memorandum of Association, whichever is applicable.
2. Certificate of Registration with Professional Tax Office, Central Govt.
3. Certificate of Registration under State Govt. General Sales Tax Act.
4. Certificate of Registration under Service Tax Act.
5. Certificate of Registration under Shops & Establishment Act.
6. Certificate of Registration with the Office of the Regional Provident Fund Commissioner.
7. Certificate of Registration with Employees' State Insurance Corporation.
8. Valid registration certificate/license with Labour Department under Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time, till date.
9. License for providing Catering Services from concerned department of Central/State/Municipal Authorities/ any other Authority and compliance with the provisions of Food Safety and Standards Act 2006 and Rules framed there under copy of PAN card.
10. An affidavit as per the provisions contained in clause 17 of Annexure 1- SCREENING CRITERIA FOR BIDS.
11. Financial Statements (P & L and Balance Sheet) as per clause 2 of SCREENING CRITERIA FOR BIDS.
12. Income Tax Assessment copies as per clause 6 of SCREENING CRITERIA FOR BIDS.
13. Performance Certificate from previous & present clients as per clause 2 of SCREENING CRITERIA FOR BIDS.
14. List of works in hand indicating description of work, contract value, date of award, number of personnel and equipment deployed. Supporting documents from the organization to be enclosed.
15. Earnest Money Deposit of Rs. 50,0000.00 (Rupees Fifty Thousand Only) by way of Banker's Demand Draft in favour of "Central Bank Officers' Training College, Kolkata" payable at Kolkata.
16. A correctly stamped Letter of Indemnity (other than NO DUES CERTIFICATE as enumerated in Annexure 13) by the contractor containing provisions enumerated in clause 13 of Annexure 3, clause 38,44,55,57,58,61 & 67 of Annexure 7, and clauses 6 & 49 (c) of Annexure 9.
17. An undertaking by the contractor containing provisions of clause 51 of Annexure 7.
18. Letter of Authority for signing the Bid (if applicable).

Note: The above list is indicative and not exhaustive. For full list refer to the Tender Document.

COMPLIANCE REPORT

To
The Principal,
Central Bank Officers' Training College,
DD Block, Plot no 13-18, Sector –I, Salt Lake
KOLKATA – 700064 (WB)

Sub: Tender for “Providing Catering Services on Contractual basis at CBOTC, Kolkata”

Dear Sir/Madam,

I/We certify that I/We have read the terms and conditions of the tender. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this tender as well as to make the payment of weekly/monthly wages, which in any case shall not be less than the minimum wages prescribed under the Minimum Wages Act, 1948 as notified/revised by Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India or as fixed by Labour Department, WB Government, whichever is applicable and Payment of compensation for Overtime/weekly off/National holiday/Any other holiday as applicable and amended from time to time.

I/We will also comply with the requirements of various statutes, relevant to this contract, such as Contract Labour (Regulation and Abolition) Act, 1970, Contract Labour (R & A) Rules, 1971, EPF Act, 1952, ESI Act (1948) The Industrial Dispute Act 1947 The Equal Remuneration Act 1976 Employees Compensation Act 1923 (Workmen's Compensation Act 1923) , The Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Child Labour (Prohibition & Regulation) Act, 1986 as applicable and as amended from time to time and or any other Rules framed there under or provisions of any other relevant act to discharge the obligation arising out of the contract, from time to time by the Central or State Government and or any authority constituted by or under any law, for the category of persons deployed by me/us.

I/We undertake to comply with the provisions of Food Safety and Standards Act, 2006, and Rules framed there under. I/We possess requisite permission/license for providing catering services from concerned department of Central/State/Municipal Authorities/any other authority. I/We also possess License under Contract labour (R & A) Act, 1970 to provide Catering Services at CBOTC, Kolkata.

Certified that I/We have read the tender document containing Notice Inviting Tender, Screening Criteria for Bids, Instructions to Tenderer, General Terms and Conditions, Scope of work and all Annexures attached to and forming a part of tender document. I/We have understood the contents of complete tender document (Technical aspects, Price Bid as well as Scoring System, its Parameters and Weightages for Final awarding of Contract).

I/We undertake to abide by the terms and conditions as laid down in the tender document and the Annexures as stated above in case the work order is allotted to me/us.

Place:

Signature of Tenderer:

Date:

Name & Address of the Tenderers:

NO DUES CERTIFICATE

(To be submitted when the contract is cancelled/Terminated/Completed for refund of Security amount)

IN THE FORM OF AN AFFIDAVIT IN FAVOUR OF CENTRAL BANK OFFICERS' TRAINING COLLEGE, KOLKATA

(On Non Judicial Stamp Paper of Rs.60/-duly notarized as applicable)

This affidavit executed on _____ at Kolkata by/on behalf of _____ (Name and address of the Catering Contractor) favouring Central bank Officers' Training College, Kolkata (Herein referred to as the Principal) having their office at DD Block ,Plot no 13-18, Sector –I , Salt Lake, Kolkata -700064 witnesseth as follows:

1. The Contractor had been working for the Principal, CBOTC, at Kolkata for Providing Catering Services.
2. The Contractor had made a Security deposit/submitted and unconditional Bank Guarantee (strike off whichever is not applicable) of Rs _____ only for providing Catering Services.
3. The Contract for providing Catering Services on contractual basis has been completed by me on _____ or the contract has been Terminated / Cancelled by the Principal/Contractor w. e. f. _____.
4. We have paid all dues of the workers engaged in aforesaid Catering Services and have also paid all the bills of the materials purchased from various contractors/suppliers for the purpose of the mentioned Catering services.
5. The Contractor having satisfied the Principal that there are no outstanding dues of any sort and also that he has not caused any damage to the property of the Principal and on the request of the Contractor the Principal has agreed to refund the aforesaid Security deposit/ Security Deposit Guarantee of Rs. 2,00,000.00 (Rupees Two Lacs Only).
6. Now in the above premises and in consideration thereof Contractor agrees and undertakes as follows:
 - A) In the event of any dues to the workers found to be still unpaid or any amount found outstanding to the supplier of goods and articles purchased for the purpose of aforesaid Catering Services as provided to CBOTC, Kolkata or in the event of any damage, breakage or any other injury to the property of the Principal caused by the Contractor or his workers, the Contractor shall, on being required by the Principal, pay and make good all those dues or damages forthwith.
 - B) In the event of delay or failure to pay or make good any amount in the above connection which the Principal has to pay or make good any such bills or incur any expenses or defend any proceedings with regard to the above, the Contractor _____ (Name of the Contractor) hereby undertakes to indemnify the Principal against all claims, demands, expenses, losses, proceedings and all

liabilities of whatsoever nature.

7. We hereby confirm that we have complied with our all statutory duties and obligations as mentioned in the Tender, Agreement as well as various statutes as applicable to the Contract labour.
8. We also confirm having remitted all statutory deposits, as applicable, to the concerned authorities.

In witness whereof the Contractor has signed this deed of indemnity at the place and date above mentioned in presence of following witness:

Witness:

1. Signature:

Name:

Address:

2. Signature :

Name:

Address:

Signature of the Contractor
With Seal

**(AFFIDAVIT ON STAMP PAPER REGARDING NON- BLACKLISTING
/ PROSECUTION& NOT A PART OF ANY CARTEL AT ANY TIME
INCLUDING THIS TENDERING PROCESS)**

(On Non Judicial Stamp Paper of Rs. 50/-, Duly Notarised)

Date:_____

I hereby depose that neither me nor our Organization _____
_____ including our Partners/ Shareholders / Directors were
ever blacklisted / prosecuted by any Organization / departments / statutory body (ies) in any State
or by any Courts of Law or penalized for violation of any rules.

I also depose that I am not participating in this tender process as a Sub Contractor, nor shall Sub
Contract this tender if awarded. I have not formed any cartel at any time for processing of any
contract including the present tender.

I hereby affirm that this affidavit is true to the best of my knowledge based on firm records and no
information is hidden there from

(Tenderer)

Witness 1:

Witness 2:

STANDARD OF SERVICE

1. The Contractor must ensure compliance of the provisions of Food Safety and Standards Act 2006, Food Safety and Standard Rules 2011, Rules and Regulations of Central Govt /WB Govt./Local Municipal Authorities and other statutory requirements as relevant to running canteen and providing catering services. In case any penalty is imposed by the Central Govt./WB Govt./Local Municipal Authorities then it shall be the responsibility of the Contractor to bear the same and any fine/penalty/legal expenses incurred by CBOTCK on this count shall be recoverable from the Contractor's bill and/or Security deposit.
2. The Contractor shall ensure that the Kitchen, Dining Hall and Hand Wash area are well maintained and properly cleaned for absolute hygiene and shall not permit litter of garbage/refuse etc. anywhere including the washbasin, lavatories and open space.
3. The Contractor shall be responsible for disposal of garbage, waste etc. to a proper dumping ground as prescribed/permitted by Local Municipal Authorities, at his cost and resources.
4. The food items and eatables served to the trainees, faculty members, staff & guests shall be of quality as specified in Annexure-6 (Quality of food materials) and shall be prepared and served under hygienic conditions. The service provided to the trainees, faculty members, staff & guests shall be prompt, courteous and orderly. The staff of the Contractor should be healthy, properly dressed in neat and clean uniform, well behaved and properly trained to carry out the services required by them.
5. The authorized representative of the CBOTCK shall have the authority to inspect such articles of food and provisions being provided by the Contractor and will have full powers to order discontinuance of use of certain food items/raw materials and provision which are not as per specification mentioned in the Tender document or are found to be of unsatisfactory standard or on the grounds of hygiene.
6. The Contractor shall maintain a register of complaints and suggestions in the dining area displayed prominently, where the trainees/guests/authorized officials of CBOTCK can register their complaints/views. The Contractor will put their own comments/observations on the entries made in the register regarding follow up action taken on complaints and produce the register to designated officer of CBOTCK on a daily basis for verification. CBOTCK shall obtain objective feedback from participants as per format given in Annexure-19 – Feedback /Questionnaire (subject to periodic changes).
7. All catering services being provided in the dining hall should be organized as per the timings given in the Annexure-5 (Scope of Services – Catering) of Tender document or as per modified timings advised by the designated officer of the CBOTCK.
8. Cooking and Storing of food for vegetarians and non-vegetarians shall be done separately in earmarked/separate cooking dishes. In the kitchen, which is likely to be renovated, provision for a separate space for cooking food for vegetarians and non vegetarians is being provided for.
9. In case of a participant/faculty/guest faculty being on fast(vrat) or being sick or is disable, the Contractor shall supply suitable food to them as per request, within the cost of normal menu. Sick or disable participant shall be served in their respective hostel rooms.

10. All left-over food should be properly and promptly disposed off and must not be served again in any manner or form.
11. Dining Table should have water jug, drinking water glasses, napkins, salt and pepper etc. properly arranged.
12. Although there will be self service by the trainees, the Contractor should have sufficient number of workers not less than as specified in Annexure 16 (Deployment of Resident Manager & Workers) of the Tender document, for serving the food or attended to their requirements (Manning Food Counters).
13. The soap containers in the hand wash area should have sufficient liquid soap of standard make and should have neat and clean towels for every meal.
14. Only fresh vegetables and fruits should be used.
15. Chicken, fish and eggs should be fresh and kept under proper refrigeration.
16. Cleaning material should be of good quality.
17. If the standard of Services as mentioned above or elsewhere in the tender document are not maintained to the satisfaction of CBOTCK authorities, appropriate penalty as per provisions of clause no 14 to 17 of Catering Services under Scope of work (Annexure 7) will be imposed and amount thereof will be deducted from the Contractor's bill and/or Security deposit.
18. In the coffee corner, which is proposed to commence its functioning after classes/office hours, the operations will be on self service mode, except that counter has to be manned by a decently dressed steward. However the cleaning staff, as per requirement, should be provided to clean the tables no sooner the trainees leave a table and also to keep the area and the counters clean.

DEPLOYMENT OF RESIDENT MANAGER AND WORKERS

In respect of catering services, the contractor shall provide adequate number of competent and well-trained staff as per indicative description here below for cooking, cleaning, serving etc. to provide uninterrupted service at all times. Under no circumstances there should be less than 12 persons available for providing catering service at the prescribed hours, one of which will serve as the Resident Manager. It will be the responsibility of the Contractor to arrange for substitutes in the case of absence of any of his Staff. A penalty of Rs.100/- per day will be charged per person in case the number of persons present falls short of contracted strength.

The contractor should have full control of such employees and shall give necessary guidance and direction to carry out the jobs assigned to them and will also be responsible for the payment of their wages/dues and other facilities if any. The catering and kitchen staff is to be identified separately and not allotted sundry duties elsewhere in the premises. Under no circumstances utensil washing staff or kitchen/dining hall cleaning staff be made to work in kitchen or for serving food.

In respect of Catering, the Contractor may employ following minimum number of Resident Manager/Workers for rendering satisfactory services:

Sr No	Description	Numbers Required (Indicative)
1	Resident Manager	1
2	Cooks	2
3	Assistant Cooks/ Cooks' Helpers	3
4	For Utensil Washing	2
5	For Cleaning/Maintenance of Kitchen & Dining Hall Area	2
6	For Food Counters	3
7	For Serving to the Principal, Faculty and others at College wing	2
	TOTAL	15

NOTES:

1. The Workers of the Contractor are required to have minimum 3 years' experience and possess the minimum qualifications as under:

Resident Manager	Graduate
Cooks& All other canteen staff	Preferably 5 th pass

2. The Contractor will pay wages to the employees according to their category – Unskilled, Skilled, Semi-Skilled and Highly Skilled.
3. The Resident Manager and other workers to be deployed should have above qualifications and adequate experience. The Resident Manager should have working knowledge of English and Hindi and other workers should have working knowledge of Hindi.
4. The Resident Manager and other workers deployed by the Contractor should be healthy, free from any communicable / infectious disease(s), medically fit for handling food and certified for fitness before employment. Please refer clause no 72 – 74 of SCOPE OF WORK(Annexure 7) which is a part of the CONTRACT. The tests to be carried out are -
 - (i) Haemogram with ESR
 - (ii) Chest X-Ray
 - (iii) Stool Examination
 - (iv) Urine – Routine Microscopic
5. Resident Manager shall oversee all the affairs of catering at all times and especially during meal times. This person should have full authority and resources for efficient running of catering service.
6. The Contractor shall ensure that the working hours of the Resident Manager and workers are regulated in such a manner that total number of working hours per worker in a day do not exceed as stipulated under the Minimum Wages Act 1948 and other Labour Laws in force including rules framed there under. The above table conveys our expectation. We, however, expect that the contractor shall keep its staff strength between 12 & 15.
7. On receipt of work the Contractor will supply a list of names with the bio-data duly certified along with photograph of all the persons to be deployed under this contract at CBOTCK. In case of replacement of workers/Resident Manager, his certified Bio data with photo ID should be immediately submitted to CBOTCK.
8. CBOTCK reserves the right to expel any worker of the Contractor who is found guilty of misconduct / under performance.

UNIFORM FOR THE SUPERVISOR& WORKERS

The Contractor will arrange to provide winter and summer uniform (2 sets each) along with shoes & other wearable items like plastic shoes to utensil washing and kitchen/dining hall cleaning staff and Skull Cap, Hand Gloves, Head Scarf etc. to Resident Manager and other Workers (wherever applicable) within 15 days of award of work at his own cost. The Contractor has to ensure that the uniforms are maintained properly and always kept neat and clean by their workers. The uniform must have provision of Name Badge, which must be prominently placed on the uniform.

The Contractor shall be responsible for providing new uniform and shoes and other wearable items mentioned in the above paragraph, if the same are damaged by his workers before its replacement is due. The cost of such replacement will also be borne by the Contractor. The Contractor shall be responsible for washing/ironing/maintenance/pre-mature replacement of the Uniform and expense thereof shall be borne by Contractor. Accordingly, provision thereof may be kept while quoting the rates in the Application Form Part 2.

ANNEXURE - 18

ARTICLES AND FACILITIES FOR CATERING SERVICES

This is a running canteen for past many decades. As far as possible college provides all necessary articles to run the canteen in an efficient way. Any additional article required for upgrading the services may be provided by management of CBOTC Kolkata.

FEEDBACK QUESTIONNAIRE

(SUBJECT TO PERIODICAL MODIFICATION BY THE PRINCIPAL)

This questionnaire is essentially to judge the quality of services provided by the caterer on following parameters:

- Quality of Food :
 - Hot/Warm/Cold Food
 - Very Good Taste/Good Taste/Average Taste
 - Very Oily & Spicy/Medium Oily & Spicy/Less Oily & Spicy
- Use of Uniform: Skull Cap, Hand Gloves, Head Scarf etc.
- Cleanliness & Hygiene in the Kitchen and the Dining Hall

It will be in the form of a normal questionnaire which is used in any good quality restaurant.

BANK GUARANTEE FORMAT

{To be executed by any Bank, on appropriate non-judicial stamp paper (As
Applicable in the state of MP) under Guarantee giving Bank's covering letter
mentioning address of the bank}

This Deed of Bank Guarantee executed by the
_____ (name of Bank) (hereinafter referred to as "the Bank") in favour
of Central Bank of India, having its Office at Central Bank Officers' training College, DD Block, Plot
No 13-18, Sector -I, Salt Lake, Kolkata -700064 (hereinafter referred to as "CBOTCK") for an amount
not exceeding Rs. 2,00,000.00 (Rupees Two Lakhs only) at the request
of _____ (Bidder's name & Address) (hereinafter referred to as
"Contractor").

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Contractor,
upto a total amount of Rs 2,00,000.00 (Rupees Two Lakhs only) and we undertake to pay you, upon
your first demand, without cavil or argument, any sum or sums as specified by you within the limit of
Rs 2,00,000.00 (Rupees Two Lakhs only).

CBOTCK, KOLKATA need not prove or show grounds or reasons for the demand of a part or the full
amount of guarantee.

This Bank Guarantee will be valid for a period of three years upto _____.

The Bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and
shall not be revoked by a Notice or otherwise.

This guarantee shall not be affected by any change in the constitution of the Bank or the Contractor.

Dated at _____ day of _____ 20

Sealed & Signed by the Bank

FORMAT OF LETTER OF INDEMNITY
Indemnity Bond

To,

The Principal

Central Bank Officer's Training College

DD Block ,Plot no 13-18,Sector -I , Salt Lake, Kolkata -700064 (W.B.)

Dear Sir/ Madam

I/We, (name of the Caterer), hereinafter called the Contractor , aged ___ years, residing / having office at (address of the Caterer) hereby certify that this bond of indemnity being executed on at Kolkata by / on behalf of (name and address of the Caterer) favoring Central Bank of India Officer's Training College , Kolkata (herein after referred to as CBOTCK) . The Contractor hereby undertake to indemnify CBOTCK for / against the following :

1. The Contractor shall not employ any person below age of 18 yrs. The Contractor shall indemnify the CBOTCK & its representative(s) from and against all claims and penalties which may be suffered by CBOTCK by any reason of any default on the part of the Contractor to observe and /or in the performance of the provisions of Child Labour(Prohibition & Regulation) Act, 1986 OR any re - enactment or modification of the same .
2. The Contractor shall ensure that the food items supplied are as per the standards prescribed by the Govt. authorities and if at any time any fine or penalty is imposed by the Govt. authorities (ex. by Food Inspectors/ Food Dept.) the same shall be borne by the Contractor and the CBOTCK will not pay any fine or penalty that may arise / or that may be imposed on account of the fault of the Contractor . Any damages suit or compensation case so filed in above case or any case food adulteration or food poisoning affecting a person who consumes the food prepared/supplied by the Contractor has to be met with by the Contractor .
3. The maintenance of gas burners, stoves, gas lines rubber pipes in perfect condition etc. with their regular servicing shall be the responsibility of the Contractor. It is to undertake to get safety standards supervised periodically and indemnify CBOTCK against any accident in the kitchen / dining hall affecting / causing loss to human life / building / materials.
4. The Contractor shall keep the college , its Officers and employees , its properties safe and harmless and indemnify from and against all losses , suits , damages , cost charges , claims and demands whatsoever including claims under the Employees Compensation Act, 1923 . The Contractor shall become liable to pay for the reason or in consequence to any injury to any person / property either belonging to the college or any third party , on account of lapse on the part of employees of the Contractor , whether resulting directly through any accident or otherwise to life or property while performing the obligation at CBOTCK or when carrying out any repairs or other work pertaining to its contract viz. repair in kitchen or using electrical appliances in dining hall , coffee corner within the CBOTCK premises . Such damage, injury /loss to life or property shall be made good and /or as the case may be shall be paid immediately by the Contractor to the college.
5. Any such claims, damage on account of injury, disability, death of any of its workers caused during the employment of such worker/s with the Contractor while providing services to the CBOTCK which may be made by any party whatsoever including government agencies, under the Employees Compensation Act, 1923 or any other Acts or statutory modifications thereof. The Contractor

undertakes that all its employees are covered by appropriate insurance cover – either individually or with group.

6. Any third party claim for any injury, damage to person or property of the third party for any acts of commission or omission of its employees/ personnel, before, during or after the hours of providing services at CBOTCK premises.
7. The Contractor undertakes that the persons deployed / engaged by the Contractor for rendering services are in no way employees of CBOTCK. Under no circumstances CBOTCK shall be liable for any payment or claim / compensation to its employees. The Contractor shall keep CBOTCK indemnified against any liability for the above.
8. Any loss / damage caused to CBOTCK's premises , properties and belongings either willfully or otherwise or any harm to reputation suffered by the College on account of negligence , wrongful or questionable conduct of the Contractor or his/her staff , whether indulged intentionally or otherwise .
9. All compliance of municipal or other regulations relating to preparation and sale of food , obtaining of relevant licenses / permits , any other statutory requirements for running of the said canteen at CBOTCK .
10. Indemnity against the Contractor's market creditors, its corporate and personal taxes as applicable and to hold CBOTCK harmless for any liability in this connection.

In witness whereof I/we have hereunto set my/our respective hand at on..... Day of20...

Witness

1. Signature:

Name:

Address:

2. Signature:

Name:

Address: