



**Central Bank of India & Bank of Baroda**

**TENDER FOR CATERING CONTRACT**

**AT**

**SPBT College  
Gulmohur road  
JVPD Scheme  
Opp. Cooper Hospital  
Vile Parle (West)  
Mumbai 400056**

**Phone: 61458004 e-mail: spbtc2013@gmail.com**

Signature of contractor/ authorized person



Sir Sorabji Pochkhanwala Banker's Training College is a premier training institute for in house training of Officers of Central Bank of India and Bank of Baroda. It is located in Vile Parle. Officers of these two banks come from all over India. Residential facility with a well-equipped canteen is available within the College premises. The College wishes to engage a catering contractor for providing fresh, nutritious and wholesome meals to **an average of 100-150 participants per day.**

1. **BIDDERS ELIGIBILITY CRITERIA:**

- 1.1 Contractor with an annual turnover of more than Rs.100 lacs in each of the last three years in the name of the contractor without any change in the constitution and having at least 10 years satisfactory experience of providing catering services in Training Institutions of a Government/PSB/ PSU institution(s) with hostel facility where regular daily catering services are being rendered for minimum of **100-150 participants.**
- 1.2 The Bidders must be registered with EPF Department, ESI Department and should have a GST & PAN Number. The bidder should also have a license under Contract Labour (Regulation & Abolition) Act – 1970, if applicable.
- 1.3 The Bidders must have authenticated documentary evidence certifying an annual turnover of at least Rs.100.00 lacs for each of the last three financial years. **The Bidder may visit the college at the time of Pre Bid with due intimation to take an idea of the job to be undertaken.**
- 1.4 Bankers solvency certificate for Rs. 10lacs from a bank of repute.

## **INSTRUCTIONS TO BIDDER**

### **2.1 Definitions**

In the document unless mentioned or expressed clearly, the terms 'Bidder' or 'Contractor, CSC' / 'SPBT' / Bank / College would have meaning as given below:

- Bidder or Contractor: The company, firm participating and quoting for the tender
- CSC: Catering Service Contractor
- College/SPBT: Sir Sorabji Pochkhanwala Bankers' Training College, JVPD Scheme, Vile-Parle (West), Mumbai-400056.

### **2.2 Schedule of Tender**

S.No. Item Expected Date/Remarks

1. Tender Reference No SPBT/CSC/Catering/2022

2. Date of Tender Notice: **11 February, 2022**

3. Last date of submission of tenders (Technical Bid & Commercial Bid Tenders) **04 March, 2022** up to **1700 hours**

4. Pre Bid meeting shall take place on **18 February, 2022 at 15.00 hrs** at SPBT College. The bidders are required/Requested to be present at the time of opening of Technical bids

5. Time and Date of opening of Technical Tender: On **07 March, 2022** at **1700 hours**.

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6. Place of opening of Tender SPBT College, Gulmohar Road, JVPD Scheme Vile-Parle (West), Mumbai 400056

6. Address for communication / submission of tender

Sir SPBT COLLEGE, J.V.P.D Scheme, Vile-Parle (West) Near Cooper Hospital Opp Adani Electricity, Mumbai- 400056



### **2.3 Bid Submission**

For the purpose of the present job, a two-stage bidding process will be followed by the Bank. The response to the present tender shall be submitted in two parts by the vendor, Part 1 containing compliance to the Terms and Conditions as mentioned in Technical Bid (Part 1 of this document) and Part 2 containing the Commercial Bid (Part 2).

The bidder shall submit the Part 1 and Part 2 Portion of the Bids separately in two sealed envelopes, duly super scribing Technical Bid on one envelope and Commercial Bid on another envelope - Both the envelopes shall be submitted by the tenderer in another third sealed envelope super scribing `Offer for catering Contract at Sir SPBT COLLEGE JVPD Scheme, VILE PARLE WEST, MUMBAI 400056,

#### **Note:**

Part 1 of the Bid shall **NOT** contain any pricing or commercial information.

In the first stage of evaluation process, only Technical Bid (Part 1) of the bids will be opened and evaluated by the Bank. Those bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of these documents shall be short-listed.

Under the second stage of evaluation process, the Commercial Bid (Part 2) of only those bidders, which have been short listed earlier in first stage, will be opened.

Bids duly sealed should be hand delivered or sent through speed post/courier so as to be received on or before **04/03/2022 up to 1700 hours** at the following address:

The Principal

Sir Sorabji Pochkhanwala Bankers' Training College (SPBT College)  
J.V.P.D Scheme, Gulmohar Road, Near Cooper Hospital, Opp Adani  
Electricity, Vile- Parle (West), Mumbai-400056.



The College will **NOT** return any of the bids (technical and commercial) once it has received the bids from the bidders. Bidder can apply **for only one bid**.

#### **2.4 Earnest Money Deposit (EMD)**

Each tender must be accompanied by a Non-refundable **tender document fee of Rs 2000/-(Cash/DD) and earnest money (refundable without interest to non-successful bidder) in the form of Payee's A/c Bank draft of Rs.50000/- (Rupees Fifty Thousand only)** from a Nationalized Bank drawn in favour of "THE PRINCIPAL, SPBT COLLEGE" payable at MUMBAI and put in the Technical Bid envelope. The tenderer name etc. should not appear on the Bank draft submitted for earnest money. This amount will be refunded in due course to the unsuccessful tenders. Tenders not accompanied by Tender fee or earnest money shall be summarily rejected. No interest shall be payable on the earnest money.

#### **2.5 Format and Signing of Bid**

A forwarding letter listing all the documents enclosed along with blank Tender document duly signed and stamped on all pages by an authorized signatory of the bidder is required to be kept in the second envelope marked as 'Commercial Bid' put only Part 2 (Second Envelope), undertaking that all terms & conditions enumerated in Tender documents are read and acceptable to the bidder.

#### **2.6 Evaluation and comparison of Bids**

Only bids from Bidders, meeting the eligibility criteria and submitting the complete and responsive bids will be evaluated and compared.

The evaluation procedure to be adopted for the bid will be the sole discretion of the Bank. In the eventuality of two or more bidders having same commercial bid, the evaluation committee will decide on either or all of the following factors:

- Experience in providing catering to a PSB/PSU/Govt institution having residential facility serving all meals.
- Annual turnover of the vendor
- Site visit of an existing establishment run by the vendor
- Extra items to be included from the list to be given by College within the same price quote.



## **2.7 Acceptance or rejection of Bid**

The Bank reserves the right to accept or reject all or any bid at its sole discretion without assigning any reason whatsoever. Bids for less than Rs 230/- per participant per day + applicable GST for all meals will be summarily rejected.

## **2.8 Signing of Contract**

The successful bidder shall be required to enter into a contract with the SPBTC within 15 days of the award of the tender or within such extended period as may be specified by the Principal, SPBT COLLEGE, J.V.P.D Scheme Vile-Parle (West), Mumbai 400056. The bidder needs to intimate the bank about acceptance of all the terms and conditions in the work order by letter duly signed by proprietor / authorized signatory.

## **2.9 Resolution of Disputes**

All disputes or differences whatsoever arising between the parties out of or in relation to the catering contract, meaning and operation or effect of this Tender Document or breach thereof shall be settled amicably. If however, the parties are not able to solve them amicably, the same shall be settled by Arbitration as per Arbitration and Conciliation Act, 1996. If the disputes, differences, claims or questions is not so resolved within 30 days from the day the parties first initiate discussion, then the same shall be referred to the arbitral tribunal which shall be composed of three arbitrators, one arbitrator to be appointed by each Party and third arbitrator appointed by the mutual consent of the arbitrators so appointed before commencing the arbitration proceedings. The third arbitrators to be appointed shall be independent. The decision of the arbitral tribunal shall be final and binding on the parties. The language of arbitration shall be English. For enforcement of awards or any litigation, court/Tribunal at Mumbai will have jurisdiction,



### **3.0 Notices**

Any notice given by one party to the other pursuant to this contract shall be sent in writing to the concerned Party at the address as mentioned in the contract.

Contract is not transferable.

Signature of contractor/ authorized person



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**SPBT COLLEGE**  
**PART 1 (Contains 2 pages)**  
**TECHNICAL BID**

- 1) Full Name of the Firm / Company: .....
- 2) Constitution with details of Proprietor/: .....  
Partner /Directors .....
- 3) Complete address: .....  
.....
- 4) Telephone .....  
Fax .....  
E-mail .....
- 5) Name(s), address & telephone(s): .....  
Number(s) of Proprietor / .....  
Managing Director / Managing Partner .....
- 6) Name(s), address & telephone No. : .....  
of contact person(s) .....  
.....
- 7) Year of Establishment of firm / Co.: .....
- 8) Income Tax PAN / TAN No (with date) : .....
- 9) No. of workmen employed .....
- 10) License No. & date issued under Contract Labour (Regulation & Abolition) Act 1970, .....  
(If applicable)
- 11) Details of Tender Document fee/ EMD (Earnest Money Deposit) details  
DD ..... dated ..... For Rs.50000.00



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favouring "THE PRINCIPAL, SPBT COLLEGE" payable at MUMBAI

Drawn on \_\_\_\_\_bank \_\_\_\_\_ Branch

12) Experience with duly authenticated Certificates .....

13) EPF No with date : .....

ESI No with date : .....

GST No with date : .....

Attach authenticated proof)

14) Institution(s) where catering services are being provided on regular daily basis for the last two years(Excluding Pandemic years i.e., 2020 & 2021).

(Name,address & Telephone No. ....

With No. of rooms) .....

.....

15) Details of turnover for the last 2 FY (Excluding 2020-21,2021-22 being pandemic effected ):FY 2018-19 - Rs.....lacs (Audited) (with authenticated documentary proof) FY 2019-20 - Rs..... lacs (Audited).

16) Details of Bank Solvency Certificate: .....

Verification: I verify that all the details furnished above are true and correct to the best of my knowledge and belief. I understand that in case of furnishing of any false information or certificate/ document or suppression of any material information, the bid shall be liable for rejection besides initiation of penal proceedings by the Bank, if it deems fit.

Contractor/Authorized person

Compliance to all the points mentioned in technical bid shall stand for evaluation of Technical Bid portion of the bid.



### **Guidelines to Bidder**

(All pages to be signed by authorized person of contractor/bidder)

- A. Tender Document fee & Earnest Money Deposit (EMD) as stated in paragraph 2.4 must be put in the envelope of Technical Bid.
- B. Successful bidder has to execute the agreement form (as mentioned in commercial bid) duly stamped accepting all the terms and conditions mentioned therein.
- C. The successful bidder has to commence the contract within 15 days of awarding the contract or as decided by the Bank.
- D. Bidder must sign every page of this bid and also sign all the documents furnished with this bid.

#### **Following Documents must be enclosed with the Technical Bid:-**

- 1. Tender document fee of Rs 2000/- in Cash/Bank Draft of Rs.50,000/- (Rupees Fifty Thousand only) from a Nationalized Bank in favour of "THE PRINCIPAL SPBT COLLEGE" PAYABLE AT MUMBAI.
- 2. Tender document, duly stamped and signed by the tenderer on all the pages, in token of having accepted all the terms and conditions of the tender.
- 3. Authenticated certificate of constitution of the Firm, Company etc.
- 4. Authenticated Experience certificate(s) from the Institution(s) where catering services serving all three major meals have been / are being provided on **regular daily basis** for the last two years(Excluding Pandemic Years).
- 5. Authenticated Documentary evidence certifying annual turnover of Rs.100 lacs in each of the last three financial years (2018-19,2019-20&2020-21).
- 6. Authenticated copies of the Balance Sheets and Profit & Loss account for each of the last three financial years 2018-19, 2019-20& 2020-21 duly audited by a Chartered Accountant, along with Bankers' solvency certificate of Rs.10.00 lacs (Rupees Tenlacs only).
- 7. Authenticated & legible copies of registration with EPF Department, ESI Department & PAN Number, EPF, GST Nos.



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Bank of Baroda



8. Authenticated & legible copy of license / registration under Contract Labour (Regulation & Abolition) Act -1970, if applicable.
9. In case, the registration as per SN 8 is not applicable, a letter confirming that the Contract Labour Act is not applicable should be enclosed as per specimen given.

The bidder must accept all the terms & conditions mentioned below. Following points must be reproduced in the technical bid submitted by the bidder & each page must be signed by the proprietor / partner / authorized signatory of the bidder in token of having accepted the terms & conditions.

1. The Contractor shall provide daily catering services as per the requirements and satisfaction of the College from time to time as set out in Schedule I hereto.
2. The dining area, kitchen, storage area, dishes washing area will be kept clean (Spick & span) by the contractor at all times.
3. The quality of the ingredients to be used for preparation of meals/snacks, beverages etc, shall be of good quality and as decided by the College (as per Schedule II).
4. The Catering charges will be payable at the approved rates for the items served to the participants and others.
5. The Contractor shall submit bills every week along with proof of GST return in the form of GSTR-3B and GSTR-1&2 of previous month. No bill will be cleared in absence of filed GST returns.
6. The Contractor shall not claim any extra charges when any dignitaries / Senior Executives/ officials along with Faculty Members join the participants at tea / lunch / dinner etc.
7. If at any time during the currency of contract period, the College so desires to utilize the services of the contractor for any special parties, seminars, conferences, meetings or otherwise the contractor shall arrange the same at the approved rates or on mutually agreed upon rates in case the items are outside the list of items for which rates have already been agreed to in the contract.
8. For all the staff members of SPBT College who are having meals in the canteen (Breakfast, Tea twice a day, Evening Snacks) the contractor should provide this package meals at subsidized cost of

Rs 500/- and recover from them. All other meals will be charged as per agreed participant rates. The Drivers of the Principal / Vice

Principal, technician/ retainers (max 6) will be included in the staff for the purpose of subsidized meal rates.

9. **The College agrees to pay a guaranteed payment for a minimum of 20 participants on days (excluding Second & fourth Saturdays, Sundays and Bank Holidays in Mumbai) when there are nil or less than 20 participants in the hostel.**
10. The contractor shall provide fresh, hygienic and filtered drinking water in the dining hall, place of service etc. (Water Coolers with filter are installed in canteen the same will be cleaned by contractor on weekly basis)
11. Timings of service of food and beverages and the menu as approved by the College will be displayed on the Notice Board in the dining hall by the Contractor. Timings are subject to changes at the discretion of the college.
12. Morning Bed Tea(With & Without sugar separately) will be supplied on each floor of Hostel. Whereas breakfast, lunch and dinner will be in buffet system normally to be served in the Dining Hall. Afternoon-tea, coffee, snacks, forenoon tea, coffee, snacks, will be served in the lounge near the class rooms or at such places as may be desired by the college.
13. Appropriate meals will be served to sick persons, guests etc. in their respective rooms. Meals will be provided to participants observing fast on prior request.
14. Daily menu on a weekly basis will be prepared by the canteen committee of the college in consultation with the contractor and submitted in advance (by Friday evening for the next week). The various items of the menu will be changed frequently to provide variety and uniform standard. The menu decided by the College must be strictly adhered to at all costs. Non-adherence to the menu will attract penalties to be decided at the sole discretion of the College, which will be binding on the Contractor. The fruits and vegetables etc procured by the contractor should be of high quality and fresh to be bought on daily basis or on alternate days.
15. The Contractor will provide at his cost toilet soap and hand towels for the washing place provided in the dining hall etc. It shall be the

responsibility of the Contractor to employ sufficient staff and to provide cleansing material of good quality for the cleaning, washing area, pantry, kitchen, dining hall and service area.

16. The contractor will provide one trained waiter at college premises for providing exclusive service to visiting top executives. Cleanliness and maintenance of all these canteen areas will be the exclusive responsibility of the Contractor. The College will pay Rs 1000/- per month for this service. Contractor shall be responsible for pest control or similar job to ensure that the washing / pantry / kitchen / dining hall and service areas are rodent and pest-free. Any laxity in the cleaning of these areas will attract severe penalties to be decided at the sole discretion of the College. Further, any penalty awarded by BMC official on this score will be borne by the contractor. (Pest control service provider will be arranged by the college).
17. The contractor will provide one staff exclusively for managing the wet waste and compost machine. For the services of maintaining the compost machine and segregating wet waste to feed in the machine will be paid Rs1000/- to the contractor by the College.
18. The Contractor shall devote his full attention to the work of purchases, preparations of food and beverages etc. and shall discharge his obligations under the contract most diligently and honestly. A full time (24x7) Manager should be deployed for effectively managing the catering operations.
19. The contractor will engage/arrange cook for preparing special items like Tandoori/Continental/Sweets/Farsan items provided in Menu.
20. The contractor shall remove garbage from kitchen and dining hall etc. daily at his own cost and dump / dispose off at proper place at his cost.
21. Any stale and / or rejected material (raw or cooked), shall be removed from Canteen/College premises immediately by the Contractor and will not be used again to serve the college inmates in any other form or by re-cycling/ re-processing, any such use will attract penalties to be decided by the college authorities. The contractor will be responsible in case of any Civil / Criminal action in case of any food poisoning / health hazard suffered by any participant/visitor/staff of college and which is proved to be due to

- the food served by contractor. The opinion of the Doctor on duty at the colleges or any Doctorempanelled by any of the two Banks will be considered as final in this respect and the Contractor will keep the College authorities fully indemnified in such cases.
22. The Contractor shall provide very high standard cooking utensils, bone china crockery, glassware, cutlery, table linen etc. for use of the catering at his own expenses for special occasions and functions. The table linen will be changed daily and washed & ironed at his expenses. The said items shall be of first class quality and shall be to the full satisfaction of the College, whose decision in this regard shall be final and binding on the Contractor.
  23. The standard of cleanliness of kitchen utensils, crockery, glassware, cutlery; linen etc. shall be of very high order and any laxity in this regard will attract severe penalties of the amount to be determined by the Principal / Vice Principal. The Contractor shall be bound by the decision of the Principal/ Vice Principal.
  24. The contractor shall maintain highest standard of quality in the catering services which shall be comparable to one rendered in 3-4 starred hotels or above.
  25. The contractor will submit daily statements / reports regarding providing catering service to College Authorities.
  26. Item-wise daily catering services provided will be entered in a register which will be maintained by the contractor. The contractor will also be required to furnish authenticated item-wise daily catering service provided statement to authorized officer of the College.
  27. Any college official or official of the any agency Authorized by College / Govt without any notice will check/ taste the food / raw material/ liquids / fridges / storages to keep a check on the quality of food being prepared and supplied. The contractor will ask for authorization letter from college before allowing the checking and will facilitate such checking but No charges will be paid to the Contractor in this regard.
  28. The College shall have full rights and shall be at liberty to refuse to accept the services of any of the items of the food, beverages etc.
  29. The contractor shall ensure to keep and use materials, items etc. of high quality as per Schedule -II and maintain buffer stock of each item of requirement to last at least for 2 weeks. The failure of the

contractor to maintain the required material of high quality will invite penalty up to Rs.1000/- (Rs. One Thousand only) per occasion. The said penalty will be recovered from the weekly bills of the contractor. Repeated violation up to five(5) will entail cancelling of contract. Further, all the required materials, items etc. should be stored properly by the contractor in proper high quality containers so that the same are not exposed to any risk, damage etc. due to insects, rats, weather conditions etc. The items should be open for inspection at all times by college authorities.

30. In the event of insufficient / bad quality / non-serving of any eatables agreed upon to be served, the College will be within its rights to make suitable deductions from the Contractor's bills, which will be binding on the Contractor.
31. The authorized officer of the College shall have unrestricted entry into the premises at any time to inspect the up keep of kitchens, dining place, pantry etc. If the authorized officer finds that the upkeep is not of good standard, then a penalty of Rs.1000/- (Rs. One Thousand only) per instance shall be imposed on the contractor and the same will be borne by the contractor.
32. In case the contractor or any of his employees fails to fulfil his obligations on any day or any number of days to the satisfaction of the College for any reason whatsoever, he shall pay by way of damages amounting of Rs.75/- (Rs. Seventy five only) per participant per day for the entire number of such days and the College shall without prejudice to its other rights and remedies shall be entitled to deduct such damages from the money, if any, payable by it to the Contractor. The decision of the Principal/ Vice Principal in this respect will be final and fully binding on the Contractor.
33. All questions relating to the performance of the obligations under the contract and to the quality of ingredients (as per Schedule-II) used in preparing the food and beverages and all the disputes and differences which may arise either during or after the contract period or other matters arising out of or relating to the payments to be made in pursuance to the contract shall be decided by the Principal/ Vice Principal of the College, whose decision shall be final, conclusive and binding on the parties to the Contract.
34. The Contractor shall bear all taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the State / Central Govt. or any

- local body or authority. The Contractor shall furnish such proof of payment, or compliance of the obligations including registration certificate, clearance certificate etc. as may be required by the College from time to time.
35. The contractor shall comply with all municipal and other regulatory/statutory requirements relating to preparation and sale of food stuff, beverages & refreshment and shall obtain necessary licenses & permits, including licenses under Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation & Abolition) Act 1970 and any other applicable Central/State/Local authorities laws/regulations at his/her own cost. SPBTC shall not be responsible in any way for any breach by the Contractor of the rules and regulations/statutory requirements governing the running of such establishments.
  36. The contractor shall obtain necessary license(s) as required by the Food & Supply Department and other government authorities.
  37. The contractor shall also maintain all registers as required by the Food & Supply Department and obtain such license(s) as required for the storage of different commodities, materials, items etc.
  38. All the Rules & Regulations regarding hygiene, health etc. issued by the State, Municipal Corporations, any other authorities shall be strictly adhered to by the Contractor. The contractor shall also indemnify the College and keep the college indemnified against any loss or damage arising from a claim or action by any authorities or third party.
  39. The Contractor shall keep and maintain regular and proper books of accounts supported by vouchers so that the same may be available for inspection by any authorized person of the College etc.
  40. The Contractor shall engage the services of sufficient number of able, trained, efficient, neat, healthy, honest, well-behaved and skilled persons having Police Clearance, for cooking, serving and cleaning of kitchen, dining halls, wash basins, services areas at his cost. The Contractor will provide the College the list of persons employed by him with their Adhar Card & Police Verification report. Such employees should at all times would be in uniform and carry identity cards. Any replacement of employed person should be notified to the College Authorities. However, the Contractor shall deploy a minimum of 3 waiters / serving personnel per 25

- participants. For every additional group of 15 participants or part thereof the contractor shall deploy additional one waiter/serving personnel. The attendants, waiters, cooks should be properly trained and shall wear neat and clean uniform (pattern to be approved by the College) with their name badges and photo identity cards. The contractor must engage appropriate number of trained cooks for providing authentic North and South Indian and continental, Tandoori, sweets, Farsan dishes, vegetarian and non vegetarian food.
41. The contractor will be responsible for the good conduct and performance on their part and the contractor shall be deemed for all legal and contractual purposes, as the employer of such persons and such persons will not have any claim for employment in the College or banks now or at any future date. In any case, the Contractor shall have to engage the services of sufficient number of bearers etc. and one or more supervisors and shall engage minimum 10 employees for catering service. The contractor shall give necessary guidance and directions to his employees to carry out the jobs assigned to them by the contractor and / or the College. The Contractor shall also be responsible for the payment of their wages and / or dues to his employee timely clearance of pending bills at college cannot be an excuse for nonpayment of wages to canteen staff. All liabilities arising out of violation of local Laws and / or Central Laws shall be the responsibility of the contractor and will indemnify the College against such liabilities. The contractor shall also furnish a detailed duty chart of his employees at the beginning of every month and keep informed the office of any changes made in the list from time to time. The duty chart for the month should give the specific names of the employees and the respective duties they are required to attend to. He will, on the request of Vice Principal / Principal, immediately remove from work any person(s)/ employee(s) who may, in the opinion of the College be unsuitable or incompetent or who misbehave and ensure that such a person shall not be again employed or allowed to work in campus without the permission of the Vice Principal/ Principal.
  42. The Contractor will ensure that his employees abide by the order of the Principal / Vice Principal / Faculty members/ Warden or any

- other officer authorized / empowered by College Administration for the purpose of discipline etc.
43. The contractor shall appoint a Resident Manager (s) / Supervisor (s) with catering background who should be available round-the-clock for attending to the services and complaints and requirements of participants, visitors etc.
  44. The Contractor shall provide uniforms to his staff failing which the College may arrange to provide the same after recovering the actual expenses on uniforms from bills payable to the Contractor. The staff of the Contractor shall wear uniform & authenticated photo identity cards at all times.
  45. The Contractor shall issue appointment letters to all the persons employed by him in connection with performance of his contract for catering services, furnish proof by submitting copies of such letters received by the employees as and when demanded by the Bank. The appointment letter shall make clear that the concerned employee is the employee of the Contractor only and SPBT College (Officer's training College of Central Bank and Bank of Baroda) has no obligation or any relationship as to employment or otherwise whatsoever with him.
  46. The Contractor's employees will be allowed entry into the premises of the College with the specific permission of the Principal or any Officer authorized in this behalf. The College reserves the right to grant permission or to refuse permission or to withdraw it where it has been granted earlier without assigning any reasons. The Contractor shall ensure that his employee attend to their assigned duties and do not trespass the Hostel/College/residential areas and pose any disturbance to the college, its staff, guests or participants.
  47. Except the personnel of the contractor working as declared by the contractor in writing in the beginning of each month, no other person will be allowed entry in the College during night time or to use the College for staying purpose.
  48. The contractor shall indemnify the College and keep the college indemnified against all monetary losses/liabilities on account of non payment of other benefits to which his personnel are entitled during the period of employment or in relation to employment under various Labour Laws such as Factory Act 1948, Workmen Compensation Act or other such statute as may be made applicable

from time to time. He will also be required to obtain the license(s) as per provisions of Law including contract Labour (Regulation & Abolition) Act 1970 if applicable to them. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labour laws applicable such as Factories Act, Industrial Dispute Act, Miscellaneous Provisions Act, Minimum Wages Act, Payment of Bonus Act, Workmen Compensation Act, and Contract Labour (Regulation of Employment and conditions of services) Act 1979, Employees State Insurance Act, Employees PF Act etc. and any other Act / Legislations passed from time to time. There shall neither be any privity of contract with employees of the contractor nor an employer – employee relationship between the College and the contractor or its employees.

49. The contractor indemnifies the College for any claim raised by its personnel or any other person/authority against all the monetary or other benefits to which his personnel are entitled during the period of employment under Labour Laws such as Workmen Compensation Act, Factories Act or such other statutes as are applicable from time to time. The College shall have no privity with the persons deployed by the Contractor in execution of the contract work.
50. The contractor shall be responsible for the proper behaviour of all his staff (supervisory and workmen) and others and shall exercise a degree of control over them and in particular without prejudice to the said generality. The contractor shall be bound to prohibit and prevent any employee (supervisory and workmen) from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupier of lands or Properties in the neighborhood and in the event of such employees trespassing, the contractor shall be responsible for consequent claims or action for damages or injury or any other ground whatsoever. Consumption of liquor inside College premises is strictly prohibited and the contractor should ensure enforcement of this rule amongst his employees. In the event of any violation such employee will be removed from the college premises. The decision of the officer authorized by the College in the matter whatsoever under this clause shall be final and binding on the Contractor.



**51. The College may provide the following facilities:**

- a. Dining Hall, Kitchen, Pantry, Store room, employee room for 15 employees;
- b. Equipment such as Gas range, Deep freezer, Water cooler, geysers, hot case, bottle cooler, storage cupboard, work tables, Service counters / service stations. Crockery, cutlery Dining room furniture, Electrical and plumbing fitting in the kitchen for use of the Contractor in the College. Whereas College would endeavor to provide these facilities, non-provision of some equipment, shall not be a cause for the contractor for providing inefficient and inadequate services. On termination of the contract, if the contractor fails to return the said equipment's in good and working condition or fails to return at all, the College has the right to get them replaced or repaired at the risk and cost of the contractor and such cost shall be appropriated from the pending bills / security deposit or through other remedial legal measures.

**Repair, maintenance and upkeep etc. of all the appliances, equipments etc once provided in working condition will be done by the Contractor at his cost.**

- c. The College, for electrical equipment and appliances, will supply water and electrical power free. **Contractor shall not use other electrical cooking devices other than those provided by the College for the purpose of catering services without the prior approval of the College.**
- d. The contractor shall pay for the gas used by him for cooking purposes etc. Wood fire Tandoor for preparation of rotis etc will be run at their cost.

52. The replacement of pilferages / damages due to negligence, of items provided by the college and also fixtures like tube lights, bulbs, regulators, sanitary wares, water taps or any other things will be done by the contractor. The cleaning staff must be given strict instructions to ensure that no solid waste is allowed to flow into Gutter pipes and cause choking particularly in working place and Kitchen. Standard cleaning materials of high quality must be used regularly and its buffer stock must be maintained in the store. Dining hall, place of service etc, should always be neat, clean and fresh and air-fresheners shall be used by the Contractor as per need at his cost and expense.



**53. Sexual Harassment of women at work place**

- a) The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employees within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency.
- b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.)
- e) The contractor shall provide a complete and updated list of its employee who are deployed within the Bank's premises on a quarterly basis.

54. The contractor shall not use the College premises for any other activity except the purpose for which it has been provided for.

55. The premises with fittings and fixtures, furniture, equipment etc. provided to the Contractor are the property of College. The

contractor shall have no right on any of these and shall place them back at the disposal of the College when demanded. The contractor shall be responsible for the safe custody and proper use and maintenance of all equipment's and properties of College, whether movable or immovable. Any damage caused to the equipment's or properties shall be made good by the contractor immediately to the College without any loss of time, failing which the cost of equipment's, properties etc. will be recovered from his bills or from other means as deemed fit by the College. On such recovery, if security deposit gets reduced, the same has to be made good by the contractor. Failure of equipment etc. will not be an excuse for not providing service.

56. Nothing contained in this contract is intended to be nor shall be construed to be a grant, demise or assignment of premises or any part thereof by the College to the Contractor or his employees and the Contractor and his employees shall vacate the same on the termination of the contract period either by efflux of time or otherwise.
57. The contractor will have to maintain permanent records of all materials, equipment's etc. supplied to him by the College. At the end of each quarter and also at the end of the contract period, the contractor will prepare the list of all items held by him and show them separately in good condition, repairable, irreparable and missing and make them available for the purpose of joint verification by the authorized officer of the College and the contractor. Cost of missing or damaged items shall be recovered from the contractor.

58. The contractor shall arrange for physical verification of all articles given as and when required by the College or at least once in six months.
59. The price / rates quoted, agreed and accepted by the contractor in respect of services and items listed in **Schedule I** of commercial bid shall be firm and shall not be subject to any variation during the period of contract. The rates quoted shall be deemed to include and cover all costs, expenses, taxes and liabilities of every description and all risks of every kind of action to be taken in performing the contract. The Contractor shall be deemed to have known the nature, scope, magnitude and extent of services to be rendered and materials to be procured, though the contract documents may not fully spell out all the details. The Standing Committee constituting of General Manager HR of both the banks, Principal and Vice Principal can consider to the extent of 5% increase in per participant catering rates after expiry of initial contract period of Three years, solely depending on the performance of the contractor. The same cannot be demanded as a right. The College reserves the right to terminate the contract even before the schedule date of conclusion of contract due to repeated violation of terms of the contract in terms material used, quality of food and misbehavior of canteen staff or any other deviations/violations in term of contract.
60. If at any time from the commencement of the contract the College for any reason whatsoever does not require the whole part of the services as specified in the contract, the authorized officer of the College shall inform to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from fulfilment of the contract in full but he did not derive in consequence of full contract having not been carried out. Further, the contractor shall not have any claim for compensation by the reason of any alterations having been made in the original contract.

61. In the event of sudden failure, neglect, dislocation or stoppage of the services by the contractor, the College may get the work done from some other agency or department at the risk and cost of the contractor without prejudice to its rights to enforce performance in respect of the rest of the work. The contractor shall in such event, pay to the College the additional cost incurred for having such work done from some other agency without prejudice to any other rights that the College may have in this behalf either under this contract or under law the College may terminate the contract by one month notice in writing to the contractor and in such an event the contractor shall have no claim for any loss or damage against the College.
62. If for any reason, the contractor abandons providing services in the College without the permission of the College the authorized officer of the College will be at liberty to break open the lock and make inventory of the articles. Such an inventory shall be final and binding on the contractor for all purposes. The College will also be at liberty to make alternative arrangements for provision of services in the College at the risk and cost of the contractor.
63. The Contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc. relating to the contract, documents etc. to be signed.
64. The Contractor shall pay a **security deposit of Rs.2,00,000/- (Rupees two Lac only)** to the College prior to commencement of service under the contract. The College shall be entitled to adjust or appropriate the said security deposit towards loss or damage caused by the Contractor or his employees or the amount of value of shortage or breakage to any premises, equipment's, appliances, items etc. entrusted to or caused to other assets of College by the Contractor or his employees or any other liability of the Contractor. The security deposit that may be made with the College shall not carry any interest.

65. **The contractor shall not assign or sub contract any activity in this contract. In case, the Contractor assigns or sub-contracts this contract without written approval of the College the college reserves the right to terminate the contract.** In case the performance of the Contractor is found unsatisfactory or in case of contravention by the contractor of any of the terms & conditions contained herein and Schedules hereto or incase of abrupt stoppage of work by contractor or his employees for any reason, whatsoever or if at any stage, during the period of contract, any case involving moral turpitude is instituted by the Court against the contractor or his personnel the College shall have the right to terminate the contract without giving any notice to the Contractor. The Principal or in his absence the Vice Principal of the College shall be the sole authority to decide and judge the quality of service rendered by the Contractor and his/her decision will be fully binding on the Contractor.
66. The contract shall be for a period of **Three years.** The Standing Committee can consider renewing the term by another three years on mutual agreement also solely depending on the performance of the contractor. The same cannot be demanded as a right.
67. The contract can be terminated (without notice) or by efflux of time or earlier by one month notice at the option of the College as the case may be. The contractor shall also have the option to terminate the contract after giving three months' notice to the College.
68. If at any stage during the period of the contract any case involving moral turpitude is instituted in court against the contractor or its personnel, the College reserves the exclusive and special right to terminate the contract without any notice to the contractor and in such event, the contractor will not be entitled to any compensation from the College.



बैंक ऑफ़ बड़ौदा  
Bank of Baroda



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69. On termination of contract by the College for any reason whatsoever, the College shall be entitled to engage the services of any other person, agency or contractor to meet its requirement without the prejudice to its rights including claim for damages against the contractor.
70. The College shall have the right to withhold reasonable sums from the amounts payable to the Contractor under this contract or the security deposit if the Contractor commits breach of any of the terms & conditions of the contract or fails to produce sufficient proof to the satisfaction of the College as to payment of all statutory and other dues or compliance with any other obligations under any Act, Law, Legislation etc. relevant in the matter. The contractor shall be bound by the decision of the College.
71. Notwithstanding any other court or courts having jurisdiction to decide the question forming the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract shall lie in the court of competent civil jurisdiction in this behalf at Mumbai only (where this contract has been signed on behalf of the College) and only the said court shall have jurisdiction to entertain and try such actions and / or proceedings to the exclusion of all the other courts.

Signature of Contractor / Authorized person (With official Seal)

**ITEMS OF FOOD, BEVERAGES ETC. TO BE SERVED**  
**(Schedule-I)**

S.No. Item

**1 Bed tea / coffee**

Tea/Coffee to be kept on each floor with sufficient number of clean cups

**2 Breakfast(Buffet) on all days:**

- a) Milk and Cornflakes
- b) Boiled Veg/Stir fried Veg/ Potato finger chips
- c) Eggs 2 each choice of Boiled/Omelette/Double fry
- d) Toasted Bread (No limit)
- e) One item out of Stuffed paratha/Dosa/Uttapam / MeduVada/ Idly /BesanChilla/Veg Cutlets/Poha/Upma, to be served in Buffet with no limit.
- f) Fresh seasonal fruit Whole/ cut; unlimited.
- g) Amul Butter 20g Chiplets , Jam, Tomato Sauce
- h) Tea/Coffee/Milk

**3 Morning Tea/Coffee with biscuits in College**

Biscuits min 4 each participants, should be of standard qualitymake like Parle/Britania (sweet and salted)

**4 Lunch/Dinner on all days: no segregation of Veg or Non-Veg, all items will be served in Buffet without any restriction on quantity.**

- a) Veg soup/Rasam/Lassi/Chas
- b) Green salad/papad/Pickle
- c) Roti/Paratha/Missi Roti
- d) Rice-Plain/Pulao/ Curd Rice/Lemon Rice/Biryani-Veg/Non veg
- e) Non Veg curry (Fish/Mutton/Chicken) Egg curry will not be substituted for Non-Veg dish
- f) Special Veg (Paneer/Mushroom/MalaiKofta/KajuMakhani/Gatta Curry/Avial/Undio,etc.)
- g) Yellow Dal/Dal Tadka/Dal Makhani/Rajma/GujratiKadi/Punjabi Kadi/Sambar.
- h) Seasonal Vegetable curry
- i) Seasonal Vegetable Dry
- j) Curd/ Raita



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- k) Dessert- Fruits/Jelly Custard/Kheer/Sewian/ GulabJamun / Rasmalai/FruitCream/Ice Cream/Rasgulla/GajarHalwa/Sheera/Moong Dal Halwa
- l) On request food for FAST to be served on prior notice by participants like - SabudanaKhichadi/Potato Chips

5. **Afternoon Tea / Coffee** Option of Dip tea / prepared tea & Coffee to be served at College

6. **Evening Tea with snacks at college**

- a) Samosa-2 pieces, or
- b) Dhokla- 3 pieces or
- c) Dal Kachori- 2 pieces or
- d) Veg Cuttlet- 2 pieces or
- e) Bread Pakora-2 pieces or
- f) Dahi Chat Papri- one plate or minimum 6 pieces
- g) Dahi Vada-2 pieces or
- h) Mix Veg Pakora-100 gms
- i) Oats Upma
- j) Poha
- k) Upma
- l) Bambino Upma

**Special Menu**

7. **High tea\***

Dip tea / Coffee/Green Tea/Coconut Water/Fresh or Canned Juice

One sweet (GulabJamun / Rasgula / Pastry / any other such item.

Two pieces Cheese sandwich, Salted Cashew nut/Roasted Almonds-50 gms ,One snack (paneerpakora / cutlet /samosa / assorted pakoras / any other such item) Branded Ketchup/chutney to be provided

\*Contractor will be informed by the College authorities when these items are required to be served, as they may be required on special occasions and on prior order.

Signature of contractor/ authorized person

**(SCHEDULE-II)**

**LIST OF INDICATIVE BRANDS OF ITEMS TO BE USED IN CATERING**

| S.No | Item to be provided    | Approved Brand                                            |
|------|------------------------|-----------------------------------------------------------|
| 1    | Milk whole buffalo     | Amul/Mother Dairy/Gokul                                   |
| 2    | Curd                   | Fresh Good Quality/Amul/                                  |
| 3    | Paneer                 | Fresh Good Quality/Amul                                   |
| 4    | Biscuit                | Parle/Britania/Sunfeast                                   |
| 5    | Bread                  | Britania/Wibs/Harvest/Modern                              |
| 6    | Butter                 | Amul/Britania/Gokul                                       |
| 7    | Jam                    | Kissan                                                    |
| 8    | Tomato Sauce           | Maggi/Kissan                                              |
| 9    | Chilly Sauce           | Maggi/Kissan                                              |
| 10   | Tea/Tea Bags/Coffee    | TajMahal/Lipton Yellow Lable                              |
| 11   | Refined Oil            | Sundrop/Fortune                                           |
| 12   | Mustard Oil            | Kanodia/Fortune/Dhara/Agmark brand                        |
| 13   | Sugar/Sugar Cubes      | Daurala                                                   |
| 14   | Atta/Maida/Besan       | Shakti Bhog<br>Harvest/Annapurna/Ashirvad                 |
| 15   | Pulses                 | Good Quality                                              |
| 16   | Spices                 | MDH/Everest/ Reputed Agmark brand                         |
| 17   | Fruits                 | All seasonal Fresh Good Quality                           |
| 18   | Fish/Eggs              | Fish Surmai/Katla/Ravas/River Fish<br>Fresh Good Quality, |
| 19   | Chicken                | Zorabian/Godrej/Venky                                     |
| 20   | Mutton                 | Best quality Fresh                                        |
| 19   | Green Salad/Vegetables | Fresh Good Quality                                        |
| 20   | Rice                   | Good Quality Basmati                                      |
| 21   | Pappad                 | Lijjat                                                    |
| 22   | Custard/Ice Cream      | Wakfield/Amul/Kwality/Mother Dairy                        |
| 23   | Sweet / Snacks/Farsan  | Haldiram/Kaleva/Bikaner                                   |
| 24   | Pickle                 | Nilon/Mother's recipe                                     |
| 25   | Cold Drink/Juices      | Pepsi/Fanta/Coke/Frooti/Real/Tropicana<br>Juices          |



The above mentioned brands are suggestive Brands of comparable reputability/quality approved by the college committee will only be allowed.

The Principal,  
SPBT College  
Gulmohur road  
Juhu vile parle (w)  
Mumbai 400056

Reg.: Contract Labour (Regulation & Abolition) Act 1970.

We confirm that we have employed .....(number) workman only all the employees are above the age of 18 years and that the Contract Labour (Regulation & Abolition) Act 1970 is not applicable to us.

Signature of Contractor / Authorized person



(On CSC's letter head)

**PART 2**

**COMMERCIAL BID**  
**(contains 2 pages)**

The Principal  
SPBT College  
Gulmohur road  
Juhu vile parle (w)  
Mumbai 400056

Reg: Tender for Catering - Commercial Bid

Sir,

This has reference to your tender for catering followed by my technical bid. I have read all the terms & conditions as stipulated in the technical & commercial bids and I am ready to execute the stamped agreement as mentioned in schedule 1 of this commercial bid. I confirm that I fulfill the eligibility criteria as stipulated by you.

I offer my rates as under:

Signature of Contractor / Authorized person

## COMMERCIALS

### ITEMS OF FOOD, BEVERAGES ETC. TO BE SERVED

\*\*

| S.No | Meal to be Provided                                                                                                                                                                                                                                                                                                                                                                                                                                        | Rates to be Charged Per Head all inclusive Rs. |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| 1    | <b><u>Bed Tea/Coffee</u></b><br>Tea/Coffee kit (Four tea bags, two Coffee sachets and Six milk sachets) will be kept in each occupied hostel room on daily basis to supplement for Morning Bed Tea                                                                                                                                                                                                                                                         |                                                |
| 2    | <b><u>Breakfast</u></b><br>a) Milk cornflakes<br>b) Boiled Veg/Stir fried Veg/Potato finger chips/Baked or Boiled Snack<br>c) Eggs 2 each in choice of Boiled/Omelet/Double fry<br>d) Toasted Bread (No limit)<br>e) Stuffed Paratha/Dosa/Uttapam/MeduVada/BesanChilla/Veg Cutlets/Poha/Upma to be served in Buffet with no limit.<br>f) Fresh seasonal fruit-whole/cut unlimited<br>g) Amul Butter-20gms chiplet/ Jam/Tomato Sauce                        |                                                |
| 3    | <b><u>Forenoon Tea/Coffee with Biscuit</u></b>                                                                                                                                                                                                                                                                                                                                                                                                             |                                                |
| 4    | <b><u>Lunch</u></b> -No segregation of Veg or Non-Veg all items will be served in Buffet with no restriction on quantity.<br>a) Veg Soup/Rasam/Lassi/Chas<br>b) Green salad/Papad/Pickle<br>c) Tandoori Roti,Nan/Paratha,Missi Roti/Tawa Roti, TawaParatha<br>d) Rice-Plain/Pulav/Curd rice/Lemon rice/ Biryani-Veg/Non Veg<br>e) Non-Veg Curry (Fish/Mutton/Chicken)<br>f) Special Veg (Paneer/Mushroom/MalaiKofta/KajuMakhani/Ga tta Curry /Avial/Undio) |                                                |

|   |                                                                                                                                                                                                                                                                                                                                     |  |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|   | g) Seasonal Vegetable Curry<br>h) Seasonal Vegetable dry<br>i) Curd/Raita<br>j) Dessert-Fruits/Jelly Custard<br>/Kheer/Sewian/GulabJamun /Rasmalai/Fruit<br>Cream/Ice Cream /Rasgulla                                                                                                                                               |  |
| 5 | <b><u>Afternoon Tea/Coffee</u></b>                                                                                                                                                                                                                                                                                                  |  |
| 6 | <b><u>Evening Tea/Snacks</u></b><br>Samosas (2) /Mix Veg. pakoras (100gms)/ Dhokla (3)<br>/Kachori (2)/ PaoBhaji / Veg cutlets (2)/ Chat Papdi/<br>Bread pakoda (2)/ DahiVada (2), etc. Ketchup /<br>chutney to be provided (or other items as in<br>breakfast menu)                                                                |  |
| 7 | <b><u>Dinner</u></b> (As in Lunch)                                                                                                                                                                                                                                                                                                  |  |
|   | <b>SUB TOTAL (A)</b>                                                                                                                                                                                                                                                                                                                |  |
| 8 | <b><u>High Tea*</u></b><br>Dip tea / Green Tea/Coffee/Juice<br>One sweet (GulabJamun /Kala Jam/ Rasgula / Pastry<br>/ any other such item.<br>Cheese Sandwich (2 pcs), Roasted Cashew or<br>Almonds (50gms)<br>One snack (paneerpakora / samosa / assorted<br>pakoras /<br>any other such item)<br>Ketchup / chutney to be provided |  |
|   | *Contractor will be informed by the College<br>authorities items in serial 8 are required to be served,<br>as they may required on special occasions and on<br>prior order.                                                                                                                                                         |  |
|   | <b>SUB TOTAL (B)</b>                                                                                                                                                                                                                                                                                                                |  |
|   | <b>GRAND TOTAL (A + B)</b>                                                                                                                                                                                                                                                                                                          |  |

1. Total (item 1 to item 7) = A
2. Total (item 8) = B

Note:

L1 will be determined on the basis of 'A' only

Signature of contractor/ authorized person