



SUPPORT SERVICES DEPARTMENT, C O -ANNEX HYDERABAD

Tender ef No. SSD/ANNEX-HYD/2 /2022

Date: 28.06.2022

REQUEST FOR PROPOSAL (RFP) DOCUMENT

**APPOINTMENT OF CATERING CONTRACTOR FOR STAFF CANTEEN AND
EXECUTIVE CANTEEN**

AT

SAIFABAD & KOTI BUILDINGS - Union Bank Of India

NOTE: This document contains 79 pages including this cover page

Contract Period: 1 year from the date of award of contract

Extendable for one similar term

ISSUED TO : _____

(Name of the Tenderer)

Address of the Tenderer : _____

: _____

: _____

Contact Phone / Mobile no.: _____

Tender Start Date : 28.06.2022

Last date for submission : 26.07.2022 up to 3.00 pm

Date of Opening of Tender : 26.07.2022 at 3.30 pm

OWNER:

SUPPORT SERVICES DEPARTMENT,

Central Office - Annex , Union Bank Of India

Pattabhi Bhavan , Saifabad

Door No 5-9-11

Hyderabad - 500 004

SCHEDULE OF EVENTS

1	Tender Enquiry No.	SSD/ANNEX-HYD/ 2 /2022 dated 28.06.2022
2	Bid document availability	Bid document can be downloaded from Bank's website www.unionbankofindia.co.in & govt. portal www.eprocure.gov.in from 10.00 am on 28.06.2022 to 1:00 pm on 26.07.2022
3	Last date for requesting clarification	Date: 11.07.2022 till 5.00 pm (All communication regarding any queries requiring clarifications shall be given in writing :gad@unionbankofindia.bank
4	Pre-bid meeting	Date: 12.07.2022 Time 11.30 AM Venue: 4 th floor , Support Services Department , Pattabhi Bahavan , Saifabad , Hyderabad , 500 004
5	Last date of submission of Bids	In tender box kept the address shown in Sr. No. 8 Date: 26.07.2022 Time: 3.00 PM
6	Date and time of opening of Pre-qualification cum technical bid	Date: 26.07.2022 Time 3:30 PM Authorized representatives of bidders are advised to be present during opening of Pre-qualification cum technical bids. However, pre-qualification cum technical bids would be opened even in the absence of any or all of the representatives of bidders.
7	Opening of Commercial Bids	On a subsequent date which will be communicated to such bidders who qualify in the Pre-qualification cum Technical bid.
8	Address for Communication and Submission of Bid	The Chief Manager Support Services department 4 th floor , Pattabhi Bhavan Union Bank Of India Door No 5-9-11 Saifabad, Hyderabad - 4
9	Telephone No.	040-23252439/2444/2414
10	Fees for RFP document (non refundable)	Nil
11	Earnest money Deposit (EMD Amount)	Rs 1,15,200/- (Rupees one lac fifteen thousand two hundred only)
12	Security Deposit/ performance security	Rs. 1,72,800/- (Rs.One lac seventy two thousand eight hundred Only) (To be submitted by successful bidder within a week of award of work. It shall be in the form of a/c payee draft / fixed deposit receipt / bank guarantee from commercial bank)
13	Estimated Turnover of Contractor	Approx. Rs. 4.80 lacs per month
14	Bidder Contact Details:	1. Name of the Firm/Company 2. Contact Person 3. Mailing Address with Pin Code 4. Telephone No. and Fax No. 5. Mobile No. 6. E-mail
15	All correspondence relating to this RFP should be sent to following email ids.	gad@unionbankofindia.bank

DISCLAIMER

- The information contained in this RFP document or any information provided subsequently is provided to the bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- This RFP is neither an agreement nor an offer and is only an invitation by the Bank to interested parties who are qualified for submission of bids. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Successful bidder/s.
- The purpose of this RFP is to provide the bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.
- Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the bank's website and Government portal.
- The Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties.
- The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery, fees, expenses associated with any demonstrations or presentations which may be required by Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding process.

Chief Manager (SSD)

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Following terms are used in the document interchangeably to mean:

Bank means Union Bank of India

RFP means this "Request for Proposal document", and includes the RFP response documents prepared by the Bidder and Submitted to Bank.

EMD means Earnest Money Deposits

SD means Security Deposits

PO means Purchase Order

Vendor, Bidder, Contractor, Tenderer & Caterer are interchangeable terms.

Signature & seal of the Contractor

1. RFP Notice

Subject: Appointment of Catering Contractor for Staff Canteen, Executive Canteen at Pattabhi Bhavan - Saifabad and Koti administrative Buildings of Union Bank of India in HYDERABAD

1. Union Bank of India invites sealed tenders in two-bid system (Pre-qualification cum Technical Bid and Price Bid separately) from eligible caterers having Registered/Corporate/Branch Office in Hyderabad for providing Breakfast, Lunch, evening snacks etc **For Staff Canteen, Executive Canteen at Pattabhi Bhavan - Saifabad and Koti administrative buildings of Union Bank Of India in Hyderabad** for one year extendable for further period of one year on same terms & conditions on satisfactory services by the caterer as per the terms and condition mentioned in the RFP.
2. Initially, the contract will be awarded for one year. Performance of the contractor will be reviewed on yearly basis and continued for further period of one year only if the performance of the contractor is found satisfactory and discretion to renew the contract for further periods will be solely of the Bank.
3. The application forms are also available during tender period from 28.06.2022 to 26.07.2022 on bank's website at www.unionbankofindia.co.in and www.eprocure.gov.in
4. The bidders are required to complete form of RFP, price the schedule of quantities and sign each page of RFP documents before submission, in token of having read and accepted the terms and conditions. **The completed set of RFP (Pre-qualification cum Technical Bid in Envelope 'A' and Commercial/Price Bid in Envelope 'B') is to be enclosed in a sealed envelope 'C' superscribed as "RFP for Appointment of Caterer for providing canteen services at Bank's various Administrative Offices in Hyderabad - 2022" and addressed to:**
The Chief Manager
Support Services department, 4th Floor, Pattabhi Bhavan
Union Bank of India ,Door No 5-9-11
Saifabad, Hyderabad - 4
5. Tenders will be received up to 3.00 pm on 26.07.2022 . Tender will not be received by E-mail, Post or Courier services. Bidders are advised to drop the tender in the Tender Box at 4th floor of Pattabhi Bhavan Saifabad, Central Office Building well within the schedule date and time.
6. No tender will be received after the expiry of the time notified for receiving tenders under any circumstances whatsoever.
7. The Technical Bid will be opened at Central Office Annex Building, Union Bank of India, 4th floor, Support Services Dept., Pattabhi Bhavan, Saifabad, Hyderabad on 26.07.2022 at 3.30 pm in the presence of authorized representative of contracting agency, if they choose to be present. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
8. The BIDDERS/CONTRACTORS will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid. Only one representative per bidder will be allowed to be present. Authorized

- representative must submit a letter to Bank from bidders / contractors on whose behalf he is representing.
9. Technical evaluation will be done only for those Bidders/Contractors who satisfy all the eligibility criteria. Each tender shall be accompanied by EMD of Rs 1,15,200/- in the form of DD in favour of UBI , payable at Hyderabad OR ELSE application shall be rejected .
 10. Price Bids of only those BIDDERS/CONTRACTORS shall be opened whose Technical Bids qualify. The time and place for opening the Price Bid will be informed to successful bidders / contractors by e-mail. The BIDDERS/CONTRACTORS whose bids are technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids. Authorized representative must submit a letter to Bank from bidders / contractors on whose behalf he is representing.
 11. Tender shall remain valid for acceptance for a period of 90 days from the notified last date of tender submission.
 12. Person(s) signing the BID shall state his / her / their capacity in which he/she /they is/are signing the BID, e.g., as sole Proprietor of the Firm, or as a Secretary/Manager/Director etc., of a Limited Company etc. In case of Partnership Firm, the names of all Partners should be disclosed and the BID shall be signed by all the Partners or their duly Constituted Attorney, having authority to bind all the Partners in all matters pertaining to the Contract. Attested copy of the Partnership Deed should be furnished along with the BID. In case of Limited Liability Partnership Firm, the names of all Partners including designated partner should be disclosed and the BID shall be signed by all the Partners or their duly Constituted Attorney, having authority to bind all the Partners in all matters pertaining to the Contract. Attested copy of the LLP agreement should be furnished along with the BID. In case of Limited Company, the names of all the Directors shall be mentioned and a copy of the Resolution passed by the Company authorizing the person signing the BID to do so on behalf of the Company shall be attached to the BID along with a copy of the Memorandum and Articles of Association of the Company.
 13. The person signing the BID, or any documents forming part of the BID, on behalf of another, or on behalf of a Firm (Proprietorship/ Partnership/LLP/Company) shall be responsible to produce a proper Power of Attorney duly executed in his favour, stating that he has authority to bind such other person, or the Firm, as the case may be, in all matters, pertaining to the Contract. If the person so signing the BID fails to produce the said Power of Attorney, his BID shall be summarily rejected without prejudice to any other rights & remedies of UNION BANK under the Contract & other Laws.
 14. The Power of Attorney should be signed by the Proprietor in the case of proprietary concern, by all the partners in the case of a firm, and by the person who by his signature can bind the company in the case of a Limited Company. The entire BID document must also be signed on each page by the authorized person.
 15. The Bank reserves the right to reject any or all tender received at any stage of the tendering process without assignment of any reasons thereof. The decision of the Bank shall be final, conclusive and binding on all the parties.

16. The rate quoted by the tenderer shall remain firm during the initial contract period i.e. one year from the date of award of contract as well as renewed period, if any and shall cover and include cost of all materials required for catering services, wages to the laborers/ supervisors/managers, equipment deployed, maintenance of the machineries, contractor's profit, transportation charges and all statutory levies, applicable taxes, EPF, ESI and any other statutory component as per the Central Government/State Government Minimum Wages Act but excluding Goods & Service Tax (GST).
17. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
18. The tender shall be submitted in 3 envelopes as under:

Envelope A - shall contain technical bid, RFP document fee and EMD amount and superscribed as **"Pre-qualification cum Technical Bid for appointment of Caterer for canteen services at Bank's various Administrative Offices in Hyderabad -2022"**.

Envelope B - shall contain price bid and superscribed as **"Price Bid for appointment of Caterer for canteen services at Bank's various Administrative Offices in Hyderabad -2022"**.

Envelope C - shall contain envelopes A & B and superscribed as **"RFP for Appointment of Caterer for canteen services at Bank's various Administrative Offices in Hyderabad -2022"** and to be addressed to the Chief Manager , Support Services Department (SSD), 4th floor, Union Bank Of India (e - Head Office Andhra Bank) , Pattabhi Bhavan , 5-9-11, Saifabad , Hyderabad -4 with the name, address and contact no. of the BIDDERS/CONTRACTORS.
19. The minimum eligibility criteria have been clarified in technical bid. Agencies fulfilling the eligibility criteria and scoring the minimum qualifying marks in pre-qualification criteria will be selected for next stage of process i.e. site inspection. Team of the Bank officials will visit the referred sites mentioned by the bidder to verify quality of catering services provided by them as per specified parameters. The bidder has to co-ordinate for such visit by our bank's official to the selected employer/client i.e. firm/agency/organization etc where they are currently providing catering services. During site inspection, confidential report of the respective bidder will be obtained from the employer. If the confidential report does not read satisfactory report of the bidder or any negative feedback (viz unsatisfactory services, non-compliance of labour laws/ scope of work, misbehavior of the engaged canteen boys/Managers, poor quality of foods etc) of the bidder is given by the employer, the bidder will be declared disqualified in technical evaluation even if he has scored the qualifying marks in pre-qualification. Unopened price bid of those not satisfying the criteria will be returned.
20. Bidders, who qualify both in pre-qualification cum technical evaluation and site inspection separately, will be selected for opening of price bid. For example, if a bidder has scored qualifying marks in pre-qualification cum technical evaluation but could not qualify in site inspection parameter, he will be declared disqualified.
21. Bank shall have the right to cross verify and ascertain all the information submitted and seeking confidential reports from the previous clients before short listing the applicants. No separate intimation shall be sent to the bidders for

their presence at the time of opening of technical bid. Only one representative shall be allowed to present during the opening of the bid.

22. Bank has the right to reject / select one or more agencies. The Bank reserves the right to reject any or all tender received without assignment of any reasons thereof any time/stage before completion of tendering process. The decision of the Bank shall be final, conclusive and binding on all the parties.
23. Tenderers are advised to carefully read and understand the complete scope/ value and volume of the contract involved before submitting their tenders. In general, tenderer shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tendered shall be deemed to have full knowledge of the Site, whether he inspects it or otherwise. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions, rates and other factors bearing on the execution of the works. No clarifications will be entertained after submitting the tenders.
24. Please note that it is tenderer's responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the Bank. The contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements.
25. All tenders in whom any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. If the space provided in the Performa is insufficient for giving full details, the same may be given on a separate sheet of paper with seal and signature of the firm. Tenderers are to ensure that tender form shall be submitted strictly in the format as mentioned along with the supporting documents.
26. Information / details furnished by prospective Contractors even after selection, if found to be false at any time in future or any information, affecting tenders, is willingly / unwillingly withheld, if come to the notice of the Bank at any point of time, the tenders of such Contractors will be declared disqualified even if he fulfills all the required mandatory/pre-qualification parameters. The EMD submitted by the concerned bidder will also be forfeited.
27. Wherever copies are required to be furnished, these should be self certified copies.
28. At any time prior to the deadline for submission of bids, the Bank may modify or alter the bidding document by issuing an amendment. Bidders have to keep checking our website for any additional instructions / Addendum/Corrigendum etc before 48 hours of tender submission time. Bidders who quote tender without attaching additional instructions/ Addendum/ Corrigendum, if any will be rejected. No separate notice will be published in the newspaper regarding any additional instructions/Addendum/Corrigendum, if any. Tenderers are advised to verify the same before submitting the bids.

29. This tender notice shall form part of the contract documents. Bidders have to ensure that complete set of this RFP document duly signed and affixed seal of the firm on each page is attached along with other required papers/documents in Envelope 'B' which contains technical bid, RFP document fee and EMD. **The bid submitted without attaching this RFP documents duly signed by the authorized signatory and seal of the firm on each page will be summarily rejected.**
31. **Contract will be awarded to the vendor, sum of whose rates quoted in Commercial/Price/Financial Bid will be lowest subject to condition that the vendor fulfills all the RFP terms and conditions.**
32. The contractor should follow such Act, rules and regulations of the Local Government bodies, State/Central Government Labour Laws that are in force and that may be framed from time to time for completion of work. Bank shall not be responsible for any infringement of the various statutes in force by the Contractor.
33. The contractor shall take, at his own cost the necessary license (Labour License, Health license etc) from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, Registration charges etc, if any, shall be borne by the contractor.
34. Bank reserves the right to assess the rates quoted by the bidders whether they are workable / genuine and to take an appropriate decision in award of contract for the said contract .In this regard, no claims / correspondence will be entertained.
35. Services of the Panel thus constituted can be utilized for canteen services in other Buildings also, if required. Panel is valid for 3 years from the date of empanelment. However, Bank reserves the right to consider the panel OR to for new panel as per the merits of the requirement and credentials of the empanelled firms.
- 36 . Applicants registered with MSME/NSIC/Udyog Aadhar are exempted from submission of EMD subject to furnishing of relevant valid certificate . applications without such registration certificate will be rejected . Exemption certificate shall be enclosed to technical bid only .
37. Any bid not accompanied by EMD or Proof of exemption as in para 36 , will be rejected by the Bank , as non responsive . Similarly , conditional offers also will be rejected .
36. For any query / clarification regarding the tender documents/ terms & conditions, the bidder may approach the following officials:

Mr V.V.Subba Rao , Chief Manager - Contact No : 040-23252444
E-mail ID: gad@unionbankofindia.bank

2. PRE-QUALIFICATION CUM ELIGIBILITY CRITERIA:

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.

Sr.No	Eligibility Criteria	Documents to be submitted
1	The bidder must be a Firm/ Proprietary/Partnership/LLP/Company registered under Companies Act with an experience of minimum 5 years' experience (as on 31.03.2022) of having rendered satisfactory catering services for Staff & Executive Canteen in Govt./Public Sector Undertaking /Private corporate house /Staff Training Centers of PSB/PVT Corporate/Govt Organization etc.	-In case of Proprietorship concerns, Copy of Shop License /Registration and the GST Registration certificate. -In case of firms, Copy of the firm registration Certificate and GST Registration. -In case of LLP/ company, Copy of Certificate of Incorporation issued by Registrar of Companies and full address of the registered office plus GST registration certificates.
2	The Bidder should have experience of serving for at least 500 persons or above in such establishments.	Work order /Performance certificate from the principal Employers/Clients mentioning total no. of manpower being served catering services by the bidder is to be submitted.
3	The contractor should have Registered /Corporate/Branch office in Hyderabad / Secunderabad twin cities	Address Proof /Relevant certificate of the form should be submitted.
4	Minimum average annual revenue must be of Rs. 17.00 Lacs from canteen activities during last 3 financial years i.e 2018-19 ; 2019-20 and 2020-2021 . Please note that turnover/receipts of works other than catering work will not be considered. Contractor is required to furnish a CA Certificate in this regard.	(i) Copies of the audited P&L Account and Balance Sheet duly certified by the Chartered Accountant including 3CA/3CD and auditor notes and accounts. (ii) Copies of returns submitted to the Tax authorities such as IT & Goods & Service Tax
5	The bidder must have 'Similar Completed Work' carried out during last 05 years ending 31.03.2022 either of the following: Three Similar Completed works each one having "Annual Contract Value" not less than Rs. 23.20 lac. Or Two Similar Completed works each one having "Annual Contract Value" not less than Rs. 29.00 lac.	Copy of work order and work completion certificates issued by the principal Employers/Clients specifying following information relating to the works carried out during the last 5 years Ending on 31.03.2022 : 1. Scope of work. 2. Contract value. 3. Area of the building/Number of employees served.

	Or One Similar Completed works each one having “Annual Contract Value” not less than Rs. 46.40 lac	4. No. of staff deployed by the contractor for the contract. 5. Period of the contract. 6. Monthly payment.
6	Note: “Similar Completed Work” under this clause shall mean successful completion of Catering Services work for the Public Sector Banks, Financial Institutions, Central & State Govt. departments/Organization, Public Sector Undertaking /Corporate offices etc. Out of the above, at least one work shall be from twin cities.	
7	The applicant should have a solvency of Rs. 17.00 lacs or more amounts certified by a Scheduled/Commercial bank. The Solvency Certificate should not have been obtained earlier than 1 st April 2022	Copy of the Original Solvency Certificate should be attached.
8	Bidders should have applicable and valid registrations with: 1. Income Tax (PAN) No, 2. Goods & Service Tax (GST) No, 3. Labour License under section 12 (1) of the Contract Labour regulation and Abolition) Act, 1970 4. Employees Provident Fund Organization (EPF) Regd No, 5. Employees State Insurance Corporation (ESIC) Regd No	Certified copies of supporting documents to be attached. Please note that all the relevant certificates should be valid as on date of opening of tender.
9	Bidders should have valid certificate from the Health Department/ Food Safety and Standards Authority of India (FSSAI) for Catering Services.	Certified copies of supporting documents to be attached.
10	Bidder should not have been disqualified / debarred / blacklisted from any Governments, Semi-governments, PSUs, Banks, Financial Institutions etc.	Suitable declaration as per Annexure 1 to be submitted on the Letter Head of the Firm duly signed by the Authorized Signatory only.

3. Disqualification Conditions :

- 3.1 BIDDERS/CONTRACTORS should not have adverse record in any of the institutions where he has been serving / served in the past with regard to services provided.
- 3.2 BIDDERS/CONTRACTORS, whose contract with the BANK, or any Department of Central / State Government or any other Public Sector Undertaking, has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.
- 3.3 BIDDERS/CONTRACTORS whose Earnest Money Deposit and/or Security Deposit have been forfeited by UNION BANK or any Department of Central / State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
- 3.4 If the Proprietor /any of the Partners of the BIDDERS/CONTRACTORS Firm/any of the Director of the BIDDERS/CONTRACTORS Company has been, at any time, convicted by a court for any offence and sentence imprisonment, such BIDDERS/CONTRACTORS will be ineligible.
- 3.5 While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a Proprietor, Partner in another Firm, or as Director of a Company etc.) will render the BID disqualified.

4. Bid Evaluation:

Part-I (Technician Evaluation):

Maximum Score for Part-I of Technical Bid Evaluation : 100 Marks
Minimum marks required for qualifying in the part-I (Tech Bid Evaluation): 70 Marks

1. Technical bid of the Bidder will be evaluated on the basis of the information duly supported by the documents submitted and on the basis of the following evaluation matrix.
2. During the Technical evaluation, each bidder will be assigned marks, out of total of 100 marks, as per the criteria below:

(i)	Number of Years in Catering business	Max 30 Marks
	(a) More than 5 years and upto 10 years	20 Marks
	(b) More than 10 years and upto 15 years	25 Marks
	(c) More than 15 years	30 Marks
(ii)	Average Annual Turnover from catering services	Max 15 Marks
	(a) More than Rs 17 Lac and upto Rs 20 Lac	5 Marks
	(b) More than Rs 20 Lac and upto Rs 40 Lac	10 Marks
	(c) More than Rs 40 Lac	15 Marks
(iii)	Net profit earned from catering services	Max 10 Marks
	(a) Upto Rs. 5 Lac	6 Marks
	(b) More than Rs 5 Lac and upto Rs 17 Lac	8 Marks
	(c) More than Rs 17 Lac	10 Marks
(iv)	Catering contract presently handling/ contracts handled during last 5 years with strength of 500 + employees	Max 15 Marks
	(a) 1 Organization	12 Marks
	(b) 2 or more Organization	15 Marks
(v)	Catering services to no. of employees	Max 10 Marks
	(a) Upto 500 employees	9 Marks
	(b) More than 500 employees	10 Marks
(vi)	Value of Single largest Project Completed / In Hand during last 5 years ended 31.03.2022	Max 15 Marks
	(a) More than Rs 23.20 lac and up to Rs 29.00 lac	8 Marks
	(b) More than Rs 29.00 lac and up to Rs 46.40 lac	12 Marks
	(c) More than Rs 46.40 lac	15 Marks
(vii)	Constitution of Firm	Max 5 Marks
	(a) Public Ltd.	5 Marks
	(b) Private ltd/ LLP	4 Marks
	(c) Partnership	3 Marks
	(d) Others	2 Marks

3. Information required from point number (I) to (VII) above should be supported with certified/attested copies of the relevant documents confirming compliance of Technical bid evaluation criteria by the bidder for evaluation.
4. It is the discretion of the Bank to shortlist maximum Top 5 bidders for their further Site Visit based evaluation as per the parameter mentioned in the Technical Bid Evaluation part-II of the RFP out of the various bidders achieving minimum 70 qualifying marks in the Technical bid Evaluation part-I above.

Part-II (Site Visit/Inspection):

Maximum Score for Part-II (Site Visit) :50 Marks
Minimum marks required for qualifying in the part-II (Site Visit) :35 Marks

SrNo	Name of the parameter	Marks assigned
1	Quality of services	Max. Marks 50
	(a) Level of general cleanliness / Hygiene maintained in Master Kitchen <ul style="list-style-type: none"> • Poor • Satisfactory • Good • Very Good 	Total 25 Marks 0 Marks 15 Marks 20 Marks 25 Marks
	(b) Quality of food <ul style="list-style-type: none"> • Poor • Satisfactory • Good • Very Good 	Total 15 Marks 0 Marks 15 Marks 20 Marks 25 Marks

Note:

- During site inspection, confidential report of the respective bidder will be obtained from the employer/client. If the confidential report does not read satisfactory report of the bidder or any negative feedback (viz unsatisfactory services, non-compliance of labour laws/ scope of work, misbehavior of the engaged canteen laborers/supervisors/managers etc) of the bidder is given by the employer, the bidder will be declared disqualified even if his bid scores more than 70 marks in Part- I technical evaluation and more than 35 marks in Part- II evaluation.
- If non-compliance of any of the above mentioned parameters is observed by the Visiting Officials/Inspection Team of the Bank during visits of the sites chosen for inspection, the bidders will be declared disqualified. No request for re-inspection, change of referred sites by the bidders will be accepted.

Part III (Price bid Evaluation):

Price bids of the pre-qualified bidders will be evaluated based on the combined score of annex xii (a) and annex xii (b) i.e. average rates for staff canteen and executive canteen respectively.

Out of total estimated annual expenses of staff canteen & Executive canteen , 60 % constitutes for staff canteen and 40 % constitutes for executive staff canteen . Hence the same weightage is given to arrive at L1 bidder .

Sample calculation for the same is as under :

As per bids quoted :

Particulars	Bidder 1	Bidder 2	Bidder 3
Staff Canteen (Total mentioned in annex XII a)	Rs 10,000/-	Rs 9,500/-	Rs 9,000/-
Executive Canteen (Total mentioned in annex XII b)	Rs 8,000/-	Rs 9,000/-	Rs 8,700/-

Arrival of L1 bidder :

Particulars	Weightage	Financial score		
		Bidder1	Bidder 2	Bidder 3
Staff canteen	60 %	Rs10,000/- x 0.60 = Rs 6,000/-	Rs 9,500/-x 0.60 = Rs 5,700/-	Rs 9,000/- x 0.60 = Rs 5,400/-
Executive canteen	40 %	Rs 8,000/- x 0.40 = Rs 3,200/-	Rs 9,000/- x 0.40 = Rs 3,600/-	Rs 8,700/- x 0.40 = Rs 3,480/-
Total		Rs 9,200/-	Rs 9,300/-	Rs 8,880/-
REMARK		L2	L3	L1

- Union Bank of India reserves the right to reject any or all the BIDs without assigning any reason. The successful BIDDERS/CONTRACTORS will be intimated of the acceptance of BID by a letter/email.
- In case of any indication of cartelization, the Bank shall reject the BID(s) and forfeit the EMD.
- If the information given by the BIDDERS/CONTRACTORS in the BID Document and its Annexure & Appendices are found to be false /incorrect at any stage, Bank shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights & remedies that the Bank may have under the Contract and any other law.

- Price bid submitted in any other format (OR) price bids where rates for any of the item are quoted as NIL/Rate column shown as blank, the respective bids will be disqualified.
- In case any calculation mistakes takes place in the price bid, the same will be corrected by the bank based on rate quoted for each item.

5. SCOPE OF THE CONTRACT

1. Staff Canteen : Items to be Provided in Staff Canteen:

Sr. No.	Food Items	Quantity
1	Tea	100 ml
2	Coffee	100 ml
Breakfast items : (Min of 3 items to be provided on any day)		
3	Medu Vada with Chatni & Sambar	100 gm (2ps)
4	Idli with Chatni & Sambar	100 gm (2ps)
5	Dosa - Masala/Sada/Rawa/ pesarratu with Chatni & Sambar	120 gm
6	Puri with curry	3 ps
7	Upma with Chatni	100 gm
8	Sada Utappa/Onion Utappa/ Tomato Utappa with Chatni & Sambar	100 gm
9	Aalu Paratha with curd and green chutney	2 piece
10	Poha with Chatni	100 gm
Lunch Items: (to provide daily lunch thali, one item from Sl No. 12 to 15 & one item from Sl No 16 to 19)		
11	Lunch Thali - Vegetarian	-2 chappaties or 3 puries -2 bowls rice, -2 vegetables (one dry seasonal vegetables & one gravy- Veg Manchurian gravy, Chana Masala, Rajma Masala , Malai Kofta , Mix veg curry or any other gravy item), -1 bowl dal (different versions) - Sambar and Rasam -curd (100 gms), -1 piece papad, - pickles

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12	Veg. Biryani with curd raita	200 gm
13	Veg fried rice with Machurian gravy curry	250 gm
14	Lemon Rice	200 gm
15	Sezwan Rice/Noodles with chutney	200 gm
16	Aloo Paratha/ Veg Stuff Paratha with curd and green chutney	2 piece
17	Chhole Bhature	2 pc bhature with chole
18	Chapati with one curry	2 nos
19	Puri with one curry	3 nos
Desert items/snacks: (daily one item on rotation)		
20	Bundi Ladu / Sunni Ladu / Rawa Ladu	1 Piece
21	Poornam / Bobbattu	1 Piece
22	Fruits in Bowl (watermelon / papaya guava / muskmelon etc)	1 Bowl - 150 gm
23	Butter milk	200 ml
24	Sweet Lassi	200 ml
25	Fruit Custard	100gm
Evening Snacks (daily one item on rotation)		
26	Samosa - Aloo / Vegetable Patti / Sweetcorn	100 gm (1ps)
27	Vegetable Cutlet with Sauce / Chatni	100 gm (2ps)
28	Vegetable Puff	1 pc
29	Boiled Sweet Corn	100 gm
30	Mirchi Bajji	2 pcs
31	Boiled peanuts	100 gm
32	Pakoda	100 gms
33	Vegetable sandwich	2 bread slice

2. Vending machine's items :

SR. NO.	VENDING MACHINE ITEMS	Quantity
34	COFFEE (CAPPUCCINO, LATTE, ESPRESSO)	100 ml
35	TEA (ASSAM, CARDAMOM, MASALA, GINGER)	100 ml
36	GREEN TEA / LEMON TEA	100 ml
37	HOT CHOCOLATE	100 ml

3. Executive Canteen : Items to be Provided in Executive Canteen :

Sr No.	Food Items	Quantity
LUNCH ITEMS		
1.	Executive Lunch in Buffet style	1. Soup (Manchow/ Tamato /Hot & Sour) 2. Plain Rice (Sona masuri) 3. Pulao / Biryani / veg Fried Rice 4. Chappati / Tandoori Roti / Puri / pulka 5. Dal (different versions) 6. Two vegetable items (Dry and with gravy) including Rajma, Chhole, Paneer pren etc. 7. One Non-veg item with/without gravy 8. Sambar 9. Rasam 10. Raita 11. Dahi vada or any other regional preperation 12. Curd 13. Curd Rice. 14. Veg.Salad (different types) 15. Papad 16. Butter Milk 17. Any other side items viz bhajji, fryms, Dhokla, Mini Samosa, Cheese or Paneer Pakoda etc. 18. One desert viz. Kala Jamun/ Rasmalai/ Bengali Rasgulla / Poornam / Bobbattu etc. 19. One bowl of mixed fruits (Apple /melon / Banana / papaya and seasonal fruits (TO BE SERVED AROUND 12 NOON SEPERATELY AT EXECUTIVE CABINS)
2.	Special Executive Lunch in Buffet style	In addition to the above: 1. One more Non-Veg item 2. One Spl Item

Important Note:

- The Contractor shall have to serve Breakfast, Lunch, Snacks & beverage which include Tea, Coffee and cold drink etc to about 600 employees & around 45 Executives of the Bank at Pattabhi Bhavan and Koti buildings, Hyderabad. Contractor shall maintain separate kitchens for staff canteen and executive canteens for Saifabad building . However , in case of Koti building , Common kitchen may be utilized for both the canteens , if desired .
- The Contractor shall also provide snacks & beverages to the participating

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members of various meetings conducted in Board Rooms & Conference Rooms in both the buildings or in any other office as and when required.

3. The contractor shall provide Snacks & beverages to Executives & Staff at their cabins/workstations. Lunch shall be served at Staff canteen and Executive canteen.
4. Special Lunch is to be provided at the Executive Canteen on the occasions as instructed by the Bank. Similarly Tea/coffee/ Snacks at Conference Room/ Board Room in both the buildings and any other place are to be provided as and when required by the Bank. (Even on holidays also, no extra charges will be paid by the Bank).
5. Similarly, the Contractor may be required to serve additional food, beverages, etc. for the staff/guests of the Bank on intimation to be given at least 4 hours in advance. The Contractor may also be required to provide Special Lunch as per requirement of the Bank. Due notice for such occasions will be given by the Bank in advance. Extra items supplied on demand of Bank in addition to the prescribed menu, shall be charged separately by the contractor as per RFP rates.
6. Bank's Pattabhi Bhavan and Koti buildings will have several meetings which are organized in the various Conferences /Meeting Rooms located in the respective premises. The Bidder is required to provide catering service which includes service of tea, coffee, juice, snacks, lunch etc. The Bidder shall provide minimum two stewards to service the catering of the Meetings.

7. Number of staff for normal canteen :

Office type	Approximate Number of Staff
Pattabhi Bhavan	350
Koti building	250

8. Number of staff for executive canteen :

Office type	Approximate Number of Staff
Pattabhi Bhavan	30
Koti building	15

9. The Bank does not guarantee any definite volume of work or the minimum turnover in the food consumption at canteen or any particular pattern of service, at any time, or throughout the period of the Contract. The mere mention of any item of work in this Contract does not by itself confer a right and/ or confirm any right to the Contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him.

10. The hours of service as mentioned herein are as follows :

Breakfast with Tea / Coffee	9.00 A.M. to 11.00 A.M.
Lunch	1.00 P.M. to 3.00 P.M.
Snacks	3.30 P.M. to 6.30 P.M.
Tea / Coffee at Cabins / work stations	10.00 A.M. to 1.00 P.M. & 3.00 P.M. to 6.30 P.M.

11. The contractor shall install Vending Machine in canteen to supply Tea, Coffee, Hot

Chocolate, Soups and other Beverages.

12. Except for lunch hours one attendant should be provided for each floor for serving breakfast (to Executives), tea & coffee, evening snacks to all the staff.
13. A weekly menu should be prepared in advance and handed over to the bank's canteen committee the preceding week. Once approved, the menu for each day of the week will be displayed by the contractor every morning on the Notice Boards provided in the canteens and strictly adhere to the menu so displayed. Any alternations/additions in the service items should be strictly carried out based on the recommendation received from the Canteen Committee of the Bank. Needless to add, a change in the type of each item served is expected daily during the week and care should be taken, not to repeat it at least for a fortnight. A Notice Board showing the list of approved food items, its quantity and price shall be displayed in the canteen prominently.
14. The food must be served fresh, warm/hot as the case may be. No outside/leftover cooked food shall be served in any subsequent meal. No artificial coloring agent shall be added to any of the food items. Also, the food cooked should be sufficient. If any staff of the Bank is unable to get food due to insufficient quantity cooked, the Bidder shall have to make immediate alternate arrangements.
15. In the dining halls, all the meals shall be served at the serving station. Sufficient stewards and waiters have to be made available for smooth service. Normally no meals are served at the workstations (except for Top Executives and under extraordinary circumstances e.g. to physically challenged employees and in emergencies).
16. The food must cater to both North Indian and South Indian tastes as well as has regional representation from different states on different days.
17. Trained cooks with experience of cooking of North Indian / South Indian / Continental Food should be engaged.
18. Bidder should ensure proper cleaning and maintenance of utensils like plate, spoon, glass etc before serving the food.
19. The Bidder shall be asked to do special catering assignments from time to time, for special occasions for which additional payment shall be involved. These shall be negotiated on a case to case basis.
20. Raw-Material stock for at least 15 days should be maintained at all times so as to avoid any shortages in the supply of tea, Breakfast, Lunch and Dinner and any other item to the Bank's employees/participants/guests.
21. The Director(s)/CEO/Partners/ Proprietor/Owner should visit the Bank's buildings (Pattabhi Bhavan & Koti buildings) at least once in a month and discuss the performance of the firm with members of the Canteen Committee. Top management of the company/partners of the firm/Proprietor should be easily accessible to Members of the Canteen Committee for discussion of any issues related to contract.
22. The contractor shall maintain a feedback register for Bank employees/guests in the Canteen of the building premises availing the canteen services on the quality/quantity of the food supplied. Any issue to be resolved immediately.

6. TERMS AND CONDITIONS GOVERNING CONTRACT FOR CATERING :

1. Definitions :

In the contract, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

- 1.1 The term “**Contract**” shall mean and include the Invitation to RFP incorporating also the instructions to BIDDERS/CONTRACTORS, the RFP, its annexure, appendices, acceptance of RFP and such general and special conditions as may be added to it.
- 1.2 The term “**Contractor**” shall mean and include the person(s), Firm (Proprietorship/Partnership/LLP) or Company with whom the contract has been placed including their Heirs, Executors, Administrators and Successors and the permitted Assignees as the case may be.
- 1.3 The term “**Contract Rates**” shall mean the rates of payment accepted by the Union Bank of India.
- 1.4 The term “**Bank**” or “**UNION BANK**” wherever they occur shall mean Union Bank of India established under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970, and shall include its successor(s) and assigns.
- 1.5 The term “**Executive Canteen**” shall mean canteen at 5th floor of Saifabad building and its extended office at Koti.
- 1.6 The “**Staff Canteen**” means canteen at 1st floor of Saifabad building and its extended office at Koti.
- 1.7 The term “**Services**” shall mean provision of any of the items of work enumerated in the RFP document or as may be indicated by the Bank or an authorized officer acting on its behalf.
- 1.8 The term “**worker**” shall mean contractor’s employee engaged in the canteen of bank for catering.
- 1.9 ‘**Month**’ means calendar month.
- 1.10 ‘**Week**’ means seven consecutive days.
- 1.11 ‘**Day**’ means a calendar day beginning and ending at 00 hrs. and 24 hrs. respectively.

Where the context so requires, words imparting the singular only also include the plural and vice versa; and, any reference to masculine gender shall include feminine gender and vice versa.

2. **Inspection of Site:**

The contractor shall visit and examine the site and satisfy as to the nature and correct dimensions of catering work and facilities for obtaining material / labour cost and shall obtain generally his own information on all matters affecting the execution of work. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points on the ground of insufficient description will be allowed. All expenses incurred by the contractors in connection with obtaining information for submitting this tender including his visit to site and efforts in compiling the tender shall be borne by the tenderer and no claims for reimbursement thereof shall be entertained.

3. **Parties to the Contract :**

- 3.1 The parties to the Contract are Contractor and the Bank represented by the authorized officials acting on behalf of the Bank.
- 3.2 The person signing the BID or any other documents forming part of the BID, on behalf of any other person or a Firm shall be deemed to warrant that he has the authority to bind such other person or the Firm, as the case may be, in all matters pertaining to the Contract. If at any stage it is found that the person concerned had no such authority, the Bank may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory liable for all costs and damages.

4. **Constitution of Contractors :**

- 4.1 BIDDERS/CONTRACTORS shall, in the BID indicate whether they are a Sole Proprietary Concern, or Partnership Firm (Registered or Unregistered), a Limited Liability Partnership (LLP) or a Private Limited Company, or a Public Limited Company. The composition of the Partnership, names of partners of LLP or names of Directors of Company, as applicable, shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contractor in respect of the Contract and his acts shall be binding on the Contractor.
- 4.2 If the BIDDERS/CONTRACTORS are a Proprietary Concern or Partnership Firm, there shall not be any re-constitution of the proprietorship / partnership without the prior written consent of the Bank till the satisfactory completion of the Contract, failing which the Contract shall be forthwith liable for termination treating it as breach of Contract by the Contractor with consequences flowing there from.
- 4.3 The Contractor shall notify to the Bank about the death/resignation of any of their Partners/Director(s) immediately on the occurrence of such an event. On receipt of such Notice, the Bank shall have the right to terminate the Contract.

5. Canteen Committee:

A committee known as "Canteen Committee" shall be constituted by the Bank to supervise the Canteen.

The functions of the committee shall be as under:

1. To finalize the Menu for food items.
2. To supervise the quality of items purchased and cooked by the contractor.
3. To supervise Catering services provided by the contractor.
4. To supervise Maintenance of hygiene and cleanliness by the contractor.
5. To conduct inspection of the place where the caterer is presently serving for short listing.
6. To submit monthly average rating of catering services provided by the contractor.
7. Any other work specified elsewhere in the RFP and by the bank time to time.

The Canteen Committee will direct the contractor to take such action as deemed necessary. The majority opinion of the Committee on all matters will be binding on the Contractor. The composition of the Committee will be decided by the Bank. The Bank will have the right to modify, alter, cancel any decision of the Committee and also have the right to reconstitute the Committee.

6. Subletting :

- 6.1 The Contractor shall not sublet, transfer, or assign the Contract or any part thereof without prior permission of Bank and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work.
- 6.2 All transactions between the Contractor and third parties shall be carried out as between two principals without reference to the Bank in any event. The Contractor shall also undertake to make third parties fully aware of the aforesaid position.
- 6.3 If the bidder assigns or sublets the catering services without the written approval of the bank, the bank shall be at liberty and at its discretion to terminate the contract without any further notice.

7. Signing of Contract Document:

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with the Bank within 15 days from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

8. Work Order:

Within the validity period of the tender, the Bank shall issue a work order by registered post / courier / e-mail or otherwise handover personally to the

contractor to enter into an agreement for carrying out the work as per the terms of the tender. The work order shall constitute a binding contract between the Bank and the Contractor.

9. Contract Document:

On receipt of work order from the Bank, the successful tenderer shall be bound to implement the contract and within 15 days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The contractor shall be furnished; one certified copy of the contract documents as may be forming part of the tender papers. None of these documents shall be sued for any purpose other than that of this contract.

10. Earnest Money Deposit (EMD): Rs 1,15,200/- (Rupees one lac fifteen thousand and two hundred only)

11. SECURITY DEPOSIT/ PERFORMANCE CERTIFICATE :

11.1 The successful bidder shall provide a security deposit for an amount Rs. 1,72,800/- (Rs. One lac seventy two thousand eight hundred only) through DD/Bank Guarantee (valid for contract period and extendable period, if any) in favour of “Union Bank of India” within a period of 15 days from the date of issue of letter of intent/Work Order.

11.2 The contractor may choose to deposit the prescribed Security Deposit by way of Bank Guarantee issued by a Scheduled Bank in India other than Union Bank in the format approved/provided by the Bank. The Bank Guarantee should be valid for initial contract period of 1 (One) year from the date of commencement of contract. The bank guarantee should also contain a claim period of three months from the last date of validity. The BG shall be further renewed on yearly basis subject to renewal of the contract by the Bank.

11.3 If the successful BIDDERS/CONTRACTORS had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this BID and a fresh Security Deposit will be required to be furnished.

11.4 In the event of the BIDDERS/CONTRACTORS failure, after the communication of acceptance of the BID by the Bank, to furnish the requisite Security Deposit by the due date, his Contract shall be summarily terminated besides forfeiture of the Earnest Money. Any losses or damages arising out of and incurred by the Bank by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the Bank under the Contract and any other Law. The contractor will also be debarred from participating in any future RFPs of the Bank for a period of five years. After the completion of prescribed period of five years, the contractor may be allowed to participate in the future RFPs of Bank provided all the recoveries/ dues have been effected by the Bank and there is no dispute pending with the contractor/party.

11.5 The Security Deposit as aforesaid will be refunded to the Contractor on satisfactory performance of the services and on completion of all obligations by the Contractor under the terms of the contract, and on

submission of an absolute “No demand certificate” from the concerned RPFC or any Authority designated under the EPF & MP Act-1952 regarding due and correct deposit of EPF of the employees engaged by him for the contract period and on return of goods/Articles in good condition or any property belonging to the Bank which may have been issued to him subject to such deductions from the Security as may be necessary for recovering the Bank’s claims against the Contractor. The Bank will not be liable for payment of any interest on the Security Deposit.

12. Deployment of Personnel for catering services :

12.1 The Contractor shall provide sufficient workers comprising of Skilled Supervisor, Cook with helper, worker for washing utensils and waiters. The contractor should have provision to increase the number of employees according to requirement of the Bank. The sufficient number of workers shall be decided as per instructions of the Bank. All persons employed by the Contractor shall be engaged by him as his own employees in all respects.

12.2 The contractor, being the Employer in relation to persons engaged/employed by him for providing the services under this agreement, shall alone be responsible and liable to pay wages/salaries to such persons which in any case will not be less than the minimum wages as fixed/revised for the category of workers employed by him from time to time, by the Central Government and/or any authority constituted by or under any law.

13. Payment of Wages to workers:

13.1 The contractor shall pay not less than minimum wages prescribed by Telangana State Govt or wages prescribed by Govt. of India for Public Sector Undertaking, whichever is more, to the workers engaged by them either on time rate basis or on piece rate basis on the work with increase any in the Minimum wages time to time. Minimum wages both for the time rate and for the piece rate work shall mean the rates(s) notified by appropriate authority from time to time during the currency of contract period.

13.2 The contractor shall maintain and submit following Records & Returns prescribed under the EPF Act 1952 and the Scheme framed there under to the Authority designated under the said Act and Canteen Committee of the Bank or any officer acting on his behalf :-

- Form - 2 Nomination & Declaration Forms to be submitted for new entrants.
- Form - 3 the contribution card for the currency period - Annually.
- Form - 3A Contribution Card for the currency period from 1st April to 31st March Annually.
- Form - 4 Contribution Card for Employees other than monthly paid Employees Annually.
- Form - 5 Return of Employees qualifying for the Membership.
- Form - 5A Return of Ownership to be sent to the Regional Commissioner.
- Form - 6 Return of the Contribution Card and Annual Statement of Contribution.
- Form - 6A Consolidated Annual Contribution Statement.
- Form - 10 Form of Maintenance of Accounts.
- Form - 11 Balance Sheets.
- Form - 12A Statement of Contribution - Monthly.

- 13.3 The contractor shall, within 7 days of the close of every month, submit to the Bank, a Statement showing the recoveries of Contribution in respect of Employees employed by or through him and shall have to furnish such information as is required to be furnished under the provisions of Employees Provident Fund Scheme 1952 to the Provident Fund Commissioner.
- 13.4 The Contractor shall maintain Inspection Note Book in the form as may be specified by the Provident Fund Commissioner, or an Inspector to record his observations on his visit. The Contractor shall also make available the same when asked for inspection to the Officers of the Regional Provident Fund Commissioner and Canteen Committee or Officer authorized by them or acting on his/her/their behalf.
- 13.5 If the Contractor fails to submit the prescribed Returns, Records and other documents to the designated authority under the EPF & MP Act, 1952 and Scheme framed there under, Canteen Committee, Union Bank of India or an Officer acting on his behalf, UNION BANK will be at liberty to withhold the pending bills, Security Deposit etc., and or any other payments due to the Contractor.
- 13.6 In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with the labour regulations enactments made by the State Govt./Central Govt. from time to time in regard to payments of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage book and wage slip, publication of the scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.
- 13.7 The contractor shall maintain following records and registers as per Minimum Wages Act, 1948 & central Rules made there under :-
 Form - I register of fines.
 Form - II Register of deduction for damage or loss caused to Bank by the neglect or default of the employed person.
 Form - III Annual return.
 Form - IV O.T. Register for workers.
 Form - V Muster Roll
 Form - IX A Abstract of the Act & Rules to be displayed on Notice Board.
 Form - XI Wage's slips should be issued to the Contract Labour in a day prior to disbursement of wages.
- 13.8 Equal wages to women labour at par with men shall be paid for similar nature of work by the contractor.
- 13.9 As per rule 25(2)(VIII), every contractor shall file a return intimating commencement/completion of contract work within 15 days to the inspector in Form VI A.
- 13.10 As per Rule 75, the contractor shall maintain a Register of workmen Employed in form - XIII and he shall also display hours of work, nature of duty etc.
- 13.11 Employment Card shall be given by contractor in form XIV to each worker within 3 days of employment as per Rule 76. The Performa of Employment Card is given in Annexure IX.
- 13.12 The contractor shall issue a Service Certificate in Form - XV to the workman on termination of his services as per Rule 77.
- 13.13 As per rule 82(1), every contractor shall submit Half Yearly returns in duplicate in Form -XXIV to Licensing Officer within 30 days from the close of half year.

13.14 Notice to be displayed as required under Rule 81(1) and copy of the notice to be sent to Inspector as per Rule 81(2).

13.15 The contractor shall also maintain following records / registers :

- 13.15.1 Muster Roll in Form - XVI.
- 13.15.2 Register for deduction for damage, loss in Form XX as per Rule 78(1)(a)(ii).
- 13.15.3 Register of Fines in form - XXI.
- 13.15.4 Register of Advances in form - XXII.

13.16 WAGE BOOK AND WAGE SLIPS ETC : The contractor shall maintain a Wage Book of each worker in such form as may be convenient at the place of work, but the same shall include the following particulars:-

- a) Name of the Worker;
- b) Rate of Daily or Monthly wages.
- c) Nature of work on which employed.
- d) Total number of days worked during each wage period.
- e) Dates and periods for which worked overtime.
- f) Gross wages payable for the work during each wage period.
- g) All deductions made from the wage with an indication in each case of the ground for which the deduction is made.
- h) Wages actually paid for each wage period.
- i) Signature or thumb impression of the worker.

13.17 The Contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.

13.18 The Contractor shall issue an Employment Card in the prescribed Form to each worker on the day of work or entry into his employment. If the worker has already any such card with him from the previous client, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be endorsed by the contractor and returned to the worker.

13.19 FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES :

The wages of a worker shall be paid to him without any deductions of any kind except the following:-

- a) Fines
- b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment, he is required to work. The amount of deduction in shall be in proportion to the period for which he was absent.
- c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- e) Any other deduction which the Central Govt. may from time to time

allow.

13.20 REGISTERS OF FINES ETC:

- i) The contractor shall maintain a register of fines and a register of unpaid wages of deductions for damage or loss in form No.1 and 2 as per Annexure-X and XI respectively which should be kept at the place work.
- ii) The contractor shall maintain both in English and the local Indian Language, a list approved by the Chief Labour Commissioner clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place of the work.

13.21 PRESERVATION OF REGISTERS:

The wage book, wage slips, the register of unpaid wages, the register of accidents, the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in these books and shall be made available for inspection by the Bank or Labour Welfare Officer or any Welfare Officer or any other Officer authorized by the Ministry in its behalf.

14 Obtaination of various licenses:

14.1 Labour License: The contractor shall obtain labour licence for this contract under the Contract Labour (R&A) Act, 1970 and Rules as amended upto date within 2 months of acceptance of letter of intent/work order failing which the contract will be terminated and EMD/Security deposit held by the Bank will be forfeited. The contractor shall comply with all terms and conditions thereof strictly and shall keep such licence duly validated and/or renewed from time to time throughout the currency of this Agreement.

14.2 Health License: The Contractor shall without any obligation of the bank, comply with rules, regulations and bye-laws laid down by Municipal/Health authorities and other statutory requirements relating to preparation and supply of food stuffs, drinks and refreshments, and shall obtain necessary license and permits in its own name and at its own expenses from Civil Supply Authorities and other Government Authorities. The Contractor should also obtain the Health license in his own name for running canteen at both the buildings of Saifabad & Koti . It may happen that Health License is in the name of existing/outgoing catering contractor in the Bank which the successful contractor will arrange to transfer in the name of his firm within one month of awarding the contract and all the cost and expenses to be incurred for transferring the Health License will be borne by the contractor. If the contractor fails to submit health license within the stipulated time, the contract is liable to be terminated and Security deposit so held with the bank will be forfeited.

15 Local Laws, Acts, Regulations:

15.1 The contractor will ensure to adhere and comply following laws / acts or any

other guidelines / law / act related to the contract or as amended by the concern authority from time to time:

1. The Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
2. The Employees Provident Fund & Miscellaneous Provisions Act, 1952 and amendment thereof.
3. The Employees State Insurance Act, 1948.
4. The Factory Act, 1948.
5. The Mines Act, 1952.
6. The Minimum Wages Act, 1948.
7. Payment of Wages Act 1936
7. The Payment of Bonus Act, 1965.
8. The Payment of Gratuity Act, 1972.
9. The Workmen's Compensation Act, 1923 (Amended), as applicable.
10. Apprentice Act 1961.
11. Telangana State Labour Act
12. The Industrial Disputes Act, 1947.
13. Employment of Children Act 1938,
14. Industrial Disputes Act 1947,
15. Employers Liability Act 1938,
16. Factories Act,
17. Any other Acts Central or States, that may be applicable or by law or enactment relating thereto and rules framed there under from time to time.

15.2 The contractor shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/privileges as applicable to persons engaged/employed by him including that of provident fund, ESI, Workmen compensation, Bonus, Gratuity, Minimum Wages Act Leave etc. The contractor should be liable to pay all increases in EPF/ESI/Bonus/any other benefits corresponding to increases in minimum wages or otherwise. In case of any breach of any law, rules, notifications applicable to the employees/workers of the contractor, the contractor alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee/worker, agent, representative, attorney, person(s) engaged/employed by him for discharging the obligations under the agreement.

15.3 Any cost incurred by the Bank in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor or his workmen and any money which may become payable to Union Bank as aforesaid shall be deemed to be deducted/recovered by the bank from the contractor.

15.4 The contractor shall keep the Bank saved harmless and indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen relating to work carried out by the contractor for this contract.

16 Contract Period:

The work shall be awarded for an **Initial period of one year** from the date of commencement of the work subject to its renewal maximum for one similar term on expiry of the current contract period, within sole discretion of bank, on the same terms and conditions subject to satisfactory performance of the Contractor. The extension of contract is to the entire discretion of the bank and cannot be claimed as right of the Contractor.

In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirement/satisfactory services etc., the Bank shall have the right to terminate the contract forth with at any time in addition to forfeiting the Security Deposit amount given by the contractor and initiating necessary action as deemed fit including de-paneling the bidder's firm etc solely at the discretion of the Bank.

17 Prices:

Contractor to take due care while quoting the rates for various food items considering payment of wages to the workers (as per Minimum Wages Act of the Central Govt / State Govt and other components viz. PF, ESIC, Bonus, HRA, Overtime etc) and raw materials to be consumed for catering services. The amount quoted by the contractor and accepted by the Bank will be binding on the tenderer. Please note that all rates quoted by the vendor shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and also to the renewed contract period for the similar one term on the same terms and conditions. However in case of any change in GST or introduction of any new tax due to Statutory Act of the Government after the date of submission of tender and during the tender period, the quantum of additional taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. No escalation whatsoever shall either be claimed or considered.

18 Payment of Bills by the Bank:

18.1 Neither any advance nor any loan from any bank or financial institution shall be recommended on the basis of Work Order or Award of work

18.2 The bidder who is awarded the contract shall submit the bills for the services rendered only at the end of each month to the Bank along with wages slip/registers and documentary proof of other statutory payments viz minimum wages, EFP, ESIC etc of the workers as per prevalent labour laws and a certificate to the extent that all the equipment supplied by the Bank are well maintained and are in order. Bank after scrutiny of the bills and having satisfied himself payment of all statutory obligations by the contractor, shall make payment of the bills within one week. TDS, if applicable, will be deducted by the Bank at the time of payment of invoices.

18.3 The charges in respect of food served to Bank's staff shall be paid at the approved rates in respect of subsidized meals only. In case of staff canteen, the Bidder shall be paid catering charges only in respect of Bank's staff that avail the canteen facilities by utilizing Foilo registers / smart cards issued to them to the extent of subsidy available ie Rs 430/- per month . In case, any staff consumes any extra item(s) beyond the available subsidized amount in his/her card OR register , the cost of extra

item(s) may be recovered from the persons consuming them directly by the Bidder. For Executive Canteen, the bidder shall be paid catering charges per plate basis on the approved rates for Lunch. Cost of other items shall be recovered from the Executives directly.

- 18.4 Whenever under the contract any sum of money shall be recovered from or payable by the contractor, the same shall be paid by the contractor on demand. The Bank may also deduct such amounts from any dues of the contractor, or from any sum which at any time thereafter becomes due to the contractor under his contract or under any other contract for from his security deposit, in respect of this work or in respect of any other works.
- 18.5 If Bank engages workers to complete any part or whole of the work as per this contract for any period, due to failure of the contractor to engage adequate number of workers, in that event, contractor has to reimburse to Bank, the extra cost involved on this account.
- 18.6 The Contractor or his nominee will have to furnish in support of his claims, daily certificate in the prescribed form indicating the items of Menu served and these certificates shall be required to be countersigned by the authorized official of the Bank in token of the confirmation of its correctness. The Bank shall be at liberty to indicate, in specific terms, if any of the items specified in the Annexure XII-A, XII-B are not supplied or the quantity supplied is less than the prescribed scale or of not of appropriate quality, in that case the Bank shall have full discretion to make such deduction from the claims of the Contractor. The judgment/decision of the bank shall be final and binding on the contractor.
- 18.7 The contractor shall also comply with all Rules, Acts and Regulations made by the State Govt. / Central Govt. from time to time pertaining to the contract, including all labour laws. Bank reserves the right to withhold 20% of the amount from the monthly bills of the contractor for any financial liability under the contract due to non-compliance of any act/rules/regulation or otherwise. The amount so deducted will only be refunded /adjusted when contractor produces proof for fulfilling statutory obligations as stipulated in different labour Acts/Rules/Instructions /Circulars etc., applicable to the contract.
- 18.8 The Bank shall not be liable for payment of any interest on any bill outstanding for payment

19 Additional Work:

Should any new areas of work transpire, which the Bank considers are not envisaged, as being part of this tender, the prices for new scope of work shall be mutually decided and agreed upon between the Bank and the Contractor based on actual rate analysis on established norms by keeping all the statutory obligations of the Contractors discussed in this RFP either unaffected or raised based on the laws prevailing. In the event of non-agreement of the rates, the Bank reserves the right to get the same carried out through any other agency so appointed for.

20 Compliance With All Statutory Requirements:

- 20.1 The contractor shall comply with all statutory requirements prescribed by the local as well as state/central government authorities from time to time and submit required proof of compliance to the Bank as and when required by the Bank. The contractor shall produce all the relevant statutory documents for inspection by the Bank and the government authorities.
- 20.2 The contractor shall give all notices required under the said Act, Rules, Regulations and Bye-laws etc and pay all fees payable to such authority/authorities for carrying out the work towards the cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc and shall indemnify and protect the Bank and its Employees against such liabilities and / or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.
- 20.3 If the contractor performs any act which is against the law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Bank against any legal actions arising there from.

21 Other Compliances:

The contractor should ensure compliance of the following for smooth execution of work:

- Identity card should be issued by the contractors to all the contract staffs deputed on Bank's site. All contract staff deputed by the contractor at Bank's site should have in possession identity card issued by the contractors.
- The payment slips should be issued by the contractors to the staff deputed on Bank's site.
- The contractor shall provide New Uniforms (with company's name badge) including Shoes, Seasonal Outfit, Apron, Hand gloves and periodical training etc to all its employees deployed in the premises at his own cost and expenses. All contract staff should bear specified uniform bearing badges of Company's name and other accessories viz Shoes, Seasonal Outfit, Apron, Hand gloves etc.

22 Inspection by the Bank:

- 22.1 The Bank shall have the right to inspect at all times any tools, instruments, raw materials, finished/cooked foods or equipment used or to be used in the performance of the WORKS. The contractor shall make all parts of the WORK accessible for these inspections.
- 22.2 The Bank shall have the right to condemn any or all tools, instruments, raw materials, finished/cooked foods, equipments or work which does not confirm to the specifications.
- 22.3 The contractor shall be responsible for any breakage caused by its workers at the site, Breakage of any crockery, kitchen equipment, light fixtures, furniture, tiles, mirror, glass, table, chairs or any other fittings/fixtures provided in the building by the persons employed by the contractor due to their negligence will have to be set right by the contractor at his cost within 3 days of such damages. In case of their failure to do so, the Bank shall be at liberty to get the same done from any other agency at the Contractor's cost, risk, responsibility and consequences.

23 Safety Code-Responsibilities of the Contractor in respect of Safety of Men, Equipment, material and Environment:

- 23.1 Before commencing the work, contractor will submit a “SAFETY PLAN” to the Bank. The SAFETY PLAN shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of work. During negotiations before placing the work order and during execution of the contract, Bank shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by the Bank’s decision in this respect.
- 23.2 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of the Bank to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.
- 23.3 The contractor shall adopt all fire safety measures.

24 Sexual Harassment:

The contractor shall be solely responsible for full compliance with the provision of the “the Sexual harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”

- 24.1 In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.
- 24.2 Any complaint of sexual harassment from any aggrieved employee of the Bank against any employee/s of the contractor shall be taken cognizance of by the Bank.
- 24.3 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, if sexual harassment/violence by the employee of the contractor is proved.
- 24.4 The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

25 Indemnity Bond:

- 25.1 Contractor shall sign an Indemnity Bond in an approved format as per Annexure before starting the work, indemnifying the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to non-adherence to safety codes, non following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.
- 25.2 In case of any damage to bank’s property by the contractor, Bank shall have the right to recover the cost of such damages from payments due to the contractor and decision of the Bank shall be binding on the Contractor.
- 25.3 In the event of any damage to the loose furniture, interiors, computers and such other equipment or to the existing building structure etc, while

carrying out the contract works, the cost of repairing the same including the cost of replacement of any will be recovered from the contractor.

26 Settlement of Disputes and Arbitration:

- 26.1 Resolution of dispute:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises the parties may mutually settle the dispute amicably.
- 26.2 Arbitration:** Any dispute and / or difference arising out of or relating to this contract including interpretation of its terms will be resolved through joint discussion of the authorized representatives of the parties. If the disputes are not resolved by discussion then the matter will be referred for adjudication to the arbitration of a single arbitrator to be appointed by mutual consent of the parties. The arbitration proceedings shall be conducted in Hyderabad and in English language only and in accordance with the provisions of Arbitration & Conciliation Act 1996 or any statutory re-enactment thereof. The decision of the arbitrator shall be final and binding on the parties.
- 26.3 Applicable Laws:** The contract shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and Orders made thereon from time to time. Any dispute arising out of this contract will be settled in the court of law having competent jurisdiction in Hyderabad.
- 26.4 Saving Clauses:** No suits, prosecution or any legal proceedings shall lie against the Bank or its employees for anything that is done in good faith or intended to be done in pursuance of tender.

27 Non-Disclosure:

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/ systems/ equipments etc which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connections with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

28 Confidentiality:

- 28.1** Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to tenderer or any other persons, not officially concerned with such process, until the notification of contract award is made.

28.2 Any effort by the tenderer to influence the Bank/its officials in the bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Tenderer's bid.

29 Corrupt or Fraudulent Practices:

29.1 The Bank as well as Tenderer shall observe the highest standard of ethics during the procurement and execution of such contracts.

29.2 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the contract execution.

29.3 "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of Bank and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

29.4 "Collusive practice" means a scheme or arrangement between two or more tenderer, with or without the knowledge of the bank, designed to establish tender prices at artificial, non-competitive level; and,

29.5 "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.

29.6 The Bank will reject a tender for award if it determines that the tenderer recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.

29.7 The bank will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

30 Insolvency:

The Bank may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:

30.1 If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent/turns bankrupt or shall have a receiving order or orders for administration of his estate made against him or shall take any proceeding for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under partnership act, or

30.2 If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holder to appoint a receiver or manager.

31 Force Majeure:

The contractor will not be responsible for delays which may arise on account of reasons beyond its control, and decision of Canteen Committee in this regard will be final and binding on contractor. Strikes or cessation of work by contractor's workers on account of any dispute between the contractor and workers as to wages or otherwise, will not be deemed to be a reason beyond the contractor's control and the contractor shall be responsible for any loss or damage which the Bank may suffer on this account.

32 Foreclosure of contract in full or in part:

If at any time after acceptance of the tender, the Bank decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, they shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of such foreclosure of the whole or part of the works. The Contractor shall be paid at the contract rates for the satisfactory works executed at site.

33 Termination:

- 33.1** Bank shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim / compensation by Contractor for such termination of Contract.
- 33.2** If the contractor fails to perform any of its duties under this agreement and if the Bank is dissatisfied with services of the contractor during the contract period or extended period of service, the Bank may terminate the services of the contractor, by issuing one month's notice in writing to winding up. In such cases, the security deposit paid by the contractor and held by the Bank shall also be forfeited, payment of bills on unsatisfactory work be withheld besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.
- 33.3** The contract can also be terminated in the event of the contractor having been imprisoned for engagement in criminal activities or adjudged insolvent or going into liquidation or winding up his business or making arrangement with his creditors jeopardizing the interest of bank or breach of any of the provisions of the contract or any of the terms and conditions governing the contract or for misconduct/misbehavior of the contractor or its staffs/personal employees. The Bank shall be at liberty to terminate the contract forthwith without prejudice to any other right or remedies available to it under the contract and any other law and to get the work done for the unexpired period of the contract at the Risk and Cost of the contractor and to claim from the contractor any resultant loss sustained or cost incurred.
- 33.4** In case of termination of this contract on its expiry or otherwise, the persons so deployed by the contractor shall not be entitled to and will have no claim for any absorption in the regular or otherwise capacity in the Bank. The staff/employees/personnel of the contractor shall not under any circumstances be deemed to have employer employee

relationship with bank or with bank's employees/ staffs /officers /representatives /personnel/agents.

34 Insurance of Works:

- 34.1 Before taking up the work, the contractor shall obtain and submit the Bank, a third-party insurance policy in original, issued by any Public-Sector Insurance Company. The Policy should be issued in the joint names of Bank and contractor with Bank's name appearing first for insured sum of minimum Rs. 5 lac for any type of accident/incidence.
- 34.2 The contractor shall, from time to time, provide documentary evidence as regards payments of premium for all insurance Policies for keeping them valid till the completion of the work.
- 34.3 Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Bank in support of having obtained requisite insurance cover.
- 34.4 No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained. The bank shall not be responsible for the life/health/any kind of personnel insurance of the contractor/his staff/employees/personnel.
- 34.5 Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the Bank. Nothing extra shall be payable on this account.

35 Penalties / Liquidated Damages:

- 35.1 Under any circumstances the collected wastes should not be burnt or dumped inside the premises. In case of any such observation by the Bank, the Contractor shall be penalized upto 5% deduction in the monthly bills.
- 35.2 The Bank has in place a system whereby the Canteen Committee of the bank would give ratings on various parameters including food quality, service, cleanliness etc on a 50 point scale. The bidder should monitor quality of food and services so that a desirable quality is ensured.

Monthly Report of Canteen Committee

Norms (For all canteens viz Staff Canteen, Executive Canteen at both the buildings)	Total Marks	Marks Acquired*
Cleanliness of Kitchen, Dining area, catering Staffs	10	
Quality of Raw material	10	
Quality and Quantity of Lunch	10	
Quality and Quantity of Tea/Coffee, Snacks and Breakfast	10	
Quality of Service	10	
Total	50	

*Marks will be awarded based on the averages of each canteen.

The Bank shall levy penalty to the Bidder if the rating falls below the acceptable level as detailed hereunder:

Monthly average rating given by the Canteen Committee	Penalty
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Below 30	Up to 10% on the total fortnightly bill amount paid by the Bank
Rating between 30 and 40	Up to 5% on the total fortnightly bill amount paid by the Bank.
Above 40	Nil

35.3 Besides above, if at any time it is found that the Contractor is not maintaining hygiene at storing place or cooking place or dining hall or not cleaning utensils properly or not keeping fresh vegetables/fruit/other items or not providing good quality meal or using expired packed items the Bank, at its discretion, can impose penalty of minimum of Rs 5000/- per default. Further, the Bank may also make a deduction of more than Rs 5000/- from the contractor's admitted pending bills on account of repeated / poor standard of services and poor quality of meals etc. rendered by the contractor. The decision of the Bank, in this regard will be final and if at any time it is found that the Contractor has failed to fulfill any of the terms and conditions of the contract or that his working is unsatisfactory, the Bank may terminate the Contract and make alternate arrangement for the unexpired/ Leftover period of the contract at the Risk and Cost of the Contractor. The security deposit submitted by the contractor with the Bank will also be forfeited.

7. SPECIAL INSTRUCTIONS TO THE TENDERER

1. The Bidder shall engage the services of sufficient number of able, efficient, clean, healthy, honest, well-behaved and skilled persons including qualified kitchen staff for cooking vegetarian both South and North Indian and other continental delicacies and for rendering hospitality and catering services in relation thereto. The contractor shall not change manpower frequently or without intimation to Canteen Committee. In case of absence, suitable alternate arrangement is to be made. Fidelity and good character of employees engaged by the Bidder shall be the Bidder's responsibility. No person charged with any criminal offence will be engaged by the contractor.
2. The Bidder shall designate Canteen Supervisors or Canteen Managers at each of the premises. A competent person with minimum of three year experience should be appointed. The Canteen Supervisors/ Managers appointed by the Bidder should be available all the time during the production and service of food items at the Bank.
3. The Bidder should render catering services at his cost and shall be responsible for the good conduct and performance on the part of his personnel and the Bidder shall be deemed, for all legal and contractual purposes, as the Employer of the said persons engaged by him and such persons shall not have any claim for employment in the Bank now or at a future date. The Bidder should obtain an undertaking from his employees to this effect.
4. The Bidder shall provide proper uniforms with name badges and company logo to all his personnel and ensure their cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz. Cooks, Helpers, Servers, Supervisors, Waiters, Cleaners etc. The uniforms should be clean and well turned out at all times.
5. The Contractor shall maintain all registers required under various Acts, which may be inspected by the appropriate authorities. The contractor shall also produce copy of ECR, Challans every month regarding deposit of contribution as required under the EPF & Misc .Act, ESI Act and other contribution etc.
6. The contractor shall comply with the provisions as regards provisions of first aid facilities, weekly off, attendance allowance etc as contained in the contract labour (R&A) Act-1970 and other applicable laws as amended from time to time.
7. The contractor shall be solely responsible for the redressal of grievances /resolutions of disputes relating to persons deployed by him. The BANK shall, in no way, be responsible for settlement of such issues whatsoever. The BANK shall not be responsible for any damages, losses, claims, financials or other injury to any person deployed by contractor in the course of their performing the functions/duties or payment towards any compensation.
8. For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of personnel so employed

and deployed by him in the canteens of Bank. The persons so deployed by the contractor in the Bank shall not have claims for any master and servant relationship nor have any principal and Agent relationship with or against Bank.

9. The personnel deployed by the contractor shall be the employees of the contractor and shall neither claim nor shall be entitled to any pay, perks and other facilities admissible to casual, adhoc, regular/confirmed employees of Bank during the contract and after expiry of the contract.
10. The Bidder shall ensure that all / any employee(s) showing any fever or symptom of any contagious / communicable disease shall be immediately quarantined and not allowed to come in contact with the food chain or other food handlers until they get a fitness certificate from the bank's approved doctor. The Bidder shall also have to arrange periodic medical check-up of its employees on his own costs and share the reports with the bank.
11. The Bidder shall, before commencement of the contract, obtain an Insurance Policy with comprehensive third-party liability, to cover the injuries/life of his employees. A copy of the same shall be submitted to the Bank.
12. Any liability arising out of accident or death of any personnel, employed by the contractor, while on duty shall be borne by the contractor.
13. Contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Bank due to the Contractor's negligence and poor/under performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Bank, or in particular to any property or plant belonging to the Bank, due to any act, whether negligent or otherwise, of the Contractor or his employees. The decision of the Bank regarding such failure of the Contractor and their liability for the losses, etc. suffered by the Bank, and the quantification of such losses, shall be final and binding on the Contractor.
14. The contractor shall reimburse the Bank for any damages, losses, charges, costs or expenses suffered or incurred by Bank. The total sum claimed shall be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under this, or any other, Contract with the Bank. In the event of the sum which may be due from the Contractor as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Contractor as aforesaid shall be deducted from the Security Deposit, furnished by the Contractor. Should this sum also be not sufficient to cover the full amount claimed by the Bank, the Contractor shall pay to the Bank on demand the remaining balance of the aforesaid sum claimed.
15. The Food served by the Contractor shall be of good quality and hygienic. The authorized persons of the Bank may at any time take samples thereof free of cost, for the purpose of inspection and Bank's decision regarding desirability or quality of the articles/foods offered for consumption shall be final.

16. Periodically inspection will be carried out by the officials of the Bank to ensure hygiene and taste of food. In case of any deficiency suitable penalty will be levied.
17. The Menu as prescribed in the **Scope of work and Price Bid** to this RFP shall have to be adhered to by the contractor. If, owing to any development hereafter taking place, adherence to that Menu is rendered difficult, the decision of the Bank on any changes to be made in the Menu shall be binding on the Contractor. Even otherwise, Bank reserve the right to make changes in the Menu if felt necessary.
18. All the raw materials, packaged food items and Masalas (Spices) used in the preparation of food shall conform to Food Quality specifications and should be FSSAI/AGMARK/ISI certified, wherever applicable and/ or as per quality/brand to be approved by the Bank. Illustrative (but not exhaustive) quality brands of some of the products to be used by the contractor are specified as under:

ITEM	BRAND
Tea	Girnar/ Brooke Bond/ Bagh Bakri/ Lipton/Society/Tata or equivalent
Coffee	Nescafe / BRU or equivalent
Butter	Amul / Heritage or its equivalent
Cooking Oil	Premium quality vegetable oils viz. Dhara/ Saffola/Fortune/Nature Fresh/Sundrop or equivalent
Aataa (Flour)/ Suji/ Besan/Maida	Ashirwad/Shakti Bhog/ Patanjali/ Pillsbury or equivalent
Rice	Premium quality Sonamasori / Basmati rice (full grain) of Kohinoor / Lal Quile / Daawat or equivalent
Spices	Certified by FSSAI / ISI /AGMARK etc having branch MDH/Everest/Catch/Patanjali or equivalent
Milk	Standardized full cream/Single Toned milk in poly-pack of reputed/recognized manufacturer like Amul,Heritage / Vijaya / Telangana State Cop Milk Dairy etc
Biscuits	Parle/ Britannia / Sunfeast/ Hide & Seek or equivalent
Ice Cream	Kwality/ Amul etc or equivalent

19. Vegetables, fruits, other perishables, dry foods and other raw materials should be of high quality and be procured from reputed dealers / shops. The Bidder shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including its transportation to the place of delivery.
20. The perishable items like vegetables, milk, products/sweet etc should normally be purchased on the day required. These may, at the most, be purchased on the previous evening only to the extent they can be stored in the refrigerator. If required, Vendor shall arrange cooking of Non vegetarian items also with prior intimation of 4 hours.
21. The Bidder shall arrange for periodic microbiological test of food items at the Bidder's cost and the reports shall be shared with the Bank. If the Bidder fails to do so, the Bank shall arrange for such tests and shall recover the cost from the Bidder.

22. Before using the raw materials and other ingredients for cooking, the contractor shall ensure their quality and wholesomeness. The Bank reserves the right of free access through its authorized representative(s) to inspect the canteen, stores, equipments, ingredients used for cooking, cooking arrangements and the finished eatables for ensuring their wholesomeness, cleanliness, quality and quality at all times without any prior notice. The Bank will have absolute right to reject any one or all the cooked or raw items if it does not meet the required standard at its sole discretion and the same would be destroyed at the cost of the contractor.
23. The workers in the kitchen and dining hall should be clean, healthy and free from any disease. The contractor shall ensure that waiters and workers are in uniform (Hand Gloves, Caps & Dress etc.) while on duty and that they are civil, sober and honest in their dealings with the employees and guests of the Bank. The cost of supply and washing uniforms etc., will be borne by the Contractor.
24. The Contractor shall maintain a register showing names and addresses of the persons engaged along with photographs and KYC documents of each person and shall produce the same for inspection on demand by Officer-in-Charge or any other persons so authorized by the Bank.
25. The Contractor shall arrange, through the Bank's Security Department, on the advice of the Officer-in-Charge, to issue identity cards bearing photographs of the canteen employees for gate entry and these shall be exhibited prominently during working hours. The canteen staff shall also be liable for search on entry / exit.
26. The Contractor shall be provided kitchen equipments namely Refrigerator, Hot Case, Tea-Coffee Dispenser with separate containers for Tea & Coffee (no. of unit as per requirement), Microwave Oven, etc. at the commencement of the contract. The cutlery, crockery, Gas Stove, Dosa Plate, Bulk Cooker, Containers for cooking, mixture, Grinder, storage units and other equipment required as per menu, Electrical Kettle and Utensils will also be arranged by Bank. No charges will be levied by Union Bank of India for these items. The Contractor shall be responsible for the safe custody of all the items so provided by the Bank and shall take care of the said articles/equipment as a bailee, in terms of the Indian Contract Act and return them in good working order and condition to the Bank on or earlier termination of contract. The Contractor shall be responsible for any loss or damage, other than normal wear & tear and breakages to any furniture, fittings, stores, utensils, cutlery, crockery or any other goods or articles kept in the said premises by the Bank. The Bank, at its discretion, may assess the quantum of loss or damage other than normal wear and tear and the cost of said loss or damage will have to be borne by the contractor and Bank shall have the right to deduct from the Security Deposit of the Bidder. The decision of the Bank in this behalf shall be final and binding on the Bidder.
27. The Contractor shall use the LPG for cooking range and other similar equipments, provided by the Bank. The use of charcoal, firewood, coke or fuel of any kind shall be done only with the prior permission of the Bank. The Contractor/s has

to bear the cost of LPG fuel (including transportation cost) and cost of fuel for chef-in dishes. Water shall be provided by the Bank at free of cost.

28. The contractor shall keep a proper inventory of the items placed at its disposal by the Bank and the same shall be verified by the contractor along with the representatives of the Bank. The daily and periodical maintenance and service of all articles/equipment shall be the responsibility of the Bidder. The cost of replacement/repair and servicing of all equipments due to normal wear & tear shall be borne by the Bank during the currency of the contract.
29. The contractor shall keep the entire premises, utensils, crockery etc. clean, neat and hygienic. He shall use and provide at his own expenses the prescribed detergents and other requisites for this purpose. He will ensure that furniture of the canteen premises, crockery and cutlery, utensils, kitchen pantry, wash basins, lavatory urinals and drainage systems are washed and cleaned in hygienic way as directed by the Bank. Maintenance of offsite kitchen, onsite kitchen, serving area, dining halls and cleaning & washing areas will be the responsibility of the bidder.
30. Cleanliness and hygiene is of utmost importance. The kitchen must be washed, cleaned, disinfected and kept spic and span at all times. The Bidder should arrange for proper and frequent upkeep of the Dining Hall, Kitchen area, common area, adjacent area outside the kitchen and washing area. This will also be required to be done immediately after any service is rendered.
31. **The Contractor shall not use or allow to use the Canteen Premises or any part thereof for dwelling purposes or any other purpose other than for the purposes of preparation, storing and servicing and shall not allow any outsiders to loiter in and around the building without valid authority or shall not act in any manner so as to cause any nuisance or annoyance or disturbance to the Bank or the personnel employed at the Bank.**
32. The Contractor shall also not use or allow to use any facility, appliances, equipment provided by the Bank to him for any purpose other than providing canteen services as per the Bank's requirement.
33. The Bidder shall alone bear all taxes, rates, charges, levies or claim whatsoever as may be imposed or levied by the State / Central Government or any local body or authority for and in connection with the rendering of catering services. Similarly, the Bidder shall bear all costs and expenses and stamp duty in respect of all documents that may be entered into with the Bank.
34. The Contractor shall make regular and full payment of Wages / Salaries and other payments to the employees as per Minimum wages Act of Central / State Govt. and furnish necessary proof, as and when demanded by the Bank / concerned department of Central, State and local Government Agencies.
35. On termination of this agreement the contractor shall discontinue to use the canteen Premises of the Bank and handover vacant and peaceful possession the same together with the fixtures, equipments and article in good condition to the Bank.
36. The Contractor shall be responsible to keep the premises allotted to him neat, clean and tidy in accordance with the health bye-laws of the State and shall be liable to bear any penalty imposed by those authorities in the event of his failure to comply with their by-laws.
37. Any worker or representative of the Contractor in the premises of Bank shall be liable for suspension or dismissal by the Contractor on the direction to that effect by the Canteen Committee of the Bank for disobedience or misconduct

- and the Contractor shall accept the direction of the Bank in this respect as final and binding. The Bank shall not in any way, be liable in respect of any claim for compensation of damages made by the affected workers or representative(s) and the Contractor shall keep the Canteen Committee of the Bank indemnified.
38. No interest / charge whatsoever in the allotted premises has been assigned by the Bank to the contractor and the possession of the premises will always be that of the Bank even when the premises are in use and under occupation of the Contractor for providing catering services.
 39. The Contractor shall not serve on account of Bank, food, beverages etc. to outsider i.e. to any person other than the members of the Bank, its guests or other persons duly authorized by the Bank. The contractor would charge payment of meal as per approved rates from staff / guests.
 40. Water would be supplied to the Contractor free of charge. Generally, the Contractor shall not use electricity for cooking purposes. However, the supply and cost of the electricity / gas for cooking purpose and the replacement thereof shall be the responsibility of the contractor. A separate electricity meter will be provided for this purpose. Only commercial Cooking gas is allowed. In case of failure at any stage, the Contractor will be responsible for legal action if imposed by any Local State/Central Authorities.
 41. Any Tax or Duty levied by local State Govt. or Central Govt. pertaining to catering will be borne by the Contractor. However, GST will be borne by the Bank.
 42. The Contractor shall provide and maintain the hygienic condition of Dining hall, kitchen & food containers for Raw material/Vegetables. To dispose of waste material of food, big garbage bags shall be provided by the contractor who will segregate the garbage in dry / wet form separately as per the norms of Telangana Govt . The disposing of the garbage related to catering out of Bank is also the responsibility of Contractor on daily basis.
 43. The contractor shall provide verifiable proof that EPF/ESI has been deposited in respect of his workers, working with him and are deployed in Bank along with the EPF/ESI number issued by concerned authorities. A copy of ESI card is also to be deposited with Bank within one month period even in case of change of worker, failing which payment will not be released subsequently for the aforesaid period, without prejudice to the other actions. The contractor shall also be required to submit EPF, ESI Challans on monthly basis besides other statutory requirement as per such Acts. The Bank will not give any reimbursement of wages, EPF & ESI or any increase in said statutory payments. **Total labour cost is to be covered in the catering rates by the contractor.**
 44. **Police verification of the workers deployed with the Bank for catering services shall be submitted by the contractor within a period of one month of entering into the contract. In the case of change of any worker, payment of wages for that worker will be released by the contractor only after submission of police verification. Workers of the contractor will not be allowed to stay in the Bank premises after their working hours. It is the sole responsibility of the contractor to inform his workers in this regard beforehand proposed to be engaged for this contract.**
 45. On expiry or earlier termination of this agreement, the contractor including his workers and agent shall vacate the bank premises. The contractor shall be entitled to remove/ take away various items/raw materials belonging to the Contractor without in any way causing any damage to the said premises and the Bank's property thereon.

46. On expiry or earlier termination of the agreement, the contractor shall give to the bank, licenses and permits, if any, then in force, relating to the running of the Canteen and give all assistance in his power for getting the said licenses and permits transferred to the bank or its nominee and in the event of the said licenses and permits being so transferred, the Bank shall pay to the contractor fair proportion of the cost thereof for the un-expired period in the said licenses and permits.
47. Any sum of money due and payable to the Contractor (including Security Deposit refundable to the Contractor) under this Contract may be appropriated by the Bank and set off against any claim of the Bank for the payment of any sum of money arising out of, or under this contract or any other Contract made by the Contractor with the Bank. Subject to as hereinafter mentioned, the Bank does not guarantee any definite volume of work or any particular pattern of service, at any time, or throughout the period of the Contract. The mere mention of any item of work in this Contract does not by itself confer a right and/ or confirm any right to the Contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him.
48. If the Contractor is required to perform any service in addition to those specifically provided for in the Contract and the annexed schedule of Contractor's remuneration, the same will be paid at the rates as fixed by mutual agreement.
49. The question whether a particular service is or is not covered by any of the services specifically described and provided for in the Contract, or is or is not auxiliary or incidental to any of such services, shall be decided by the Bank and the decision shall be final and binding on the Contractor.
50. All questions relating to the performance of the obligations under this agreement and to the quality of ingredients used in preparing the food and beverages and all the disputes and differences which shall arise either during or after the agreement period or other matter arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by the Canteen Committee whose decision shall be final, conclusive and binding on the bidder.
51. The contractor shall not assign or enter into sub contract in respect of any part of the work without bank's consent.
52. Bank/representatives/authorized persons reserves the right to conduct audit contractor's books of account relating to the work undertaken under the contract. Bank reserves its right to exit from the contract or cancel the contract in the event the contractor /his employees/staff /personnel act detrimental to bank's interest or if any of the representations/undertaking made by the contractor is found to be incorrect/fake
53. Contractor shall maintain all sorts of precautions to contain Covid 19 in both the canteens. The workers shall adhere to the instructions given by the Bank Officials from time to time in this regard.

RFP for catering contract – Salient features

	Staff Canteen	Executive Canteen
Scope of contract	: Catering services for breakfast items, snacks, lunch, evening snacks, beverages etc as per the Menu and as per the Rates finalized by the Bank Breakfast items, Lunch items shall be served at Staff Canteen only. Beverages and snacks shall be served to work place of the employee.	Catering services for Executive Lunch at Executive Staff Canteen, serving of fruit bowl (one of the Executive lunch menu) at the Cabins and serving of water bottles (supply will be by bank) & beverages at the cabins.
Total monthly estimated turnover	: Rs 3.00 lacs	Rs 1.8 lacs
Number of employees to be served	: Saifabad: 350 Koti: 250	Saifabad: 30 Koti: 15
Mode of invitation of tender	: Open tender notification in Two bid system (technical bid with pre-qualification criteria and price bid)	
EMD	: Rs 1,15,200/-	
Performance security	: Rs 1,72,800/-	
Eligibility Criteria	: <ol style="list-style-type: none"> 1. Minimum 5 years of experience in Catering services as on 31.03.2022 2. The bidder should have experience of serving for at least 500 persons or above in one establishment. 3. The bidders shall have office in Hyderabad/ Secunderabad. 4. Minimum average annual revenue from the last 3 years Rs. 17 lacs (only from catering contracts). 5. Must have executed similar works during last 5 years ending 31.03.2022: (#) <ol style="list-style-type: none"> a) 3 works of Rs 23.20 lacs AMC value OR b) 2 works of Rs 29.00 lacs AMC value OR c) 1 work of Rs 46.40 lacs AMC value. <p>(#) Out of the above, at least one work shall be from twin cities.</p> <p>Similar works: “Similar Completed Work” under this clause shall mean successful completion of Catering Service work for Public Sector Banks, Financial Institution, Central & State Govt. departments/Organization, Public Sector Undertakings/Corporate Offices etc.</p> <ol style="list-style-type: none"> 6. Shall be registered with statutory departments like IT/GST/labour department/EPF/ESI. 7. Shall have solvency of minimum of Rs 17 lacs as certified by Scheduled/Commercial Banks. 	

		8. Bidders should have valid certificate from the Health Department/Food Safety and Standards Authority of India (FSSAI) for Catering Services.
Evaluation Procedure	:	Part I: Technical Evaluation based on prequalification criteria & obtention of minimum qualifying marks. Part II: Site Visit Part III: Price bid evaluation. Note: Price bids of firms who are qualified in part I & II only will be considered for opening/ evaluation.
Arrival of L1 bidder	:	Rates are called item wise for both staff canteen & executive canteen. L1 will be arrived based on the average rates quoted for various sub-categories in staff canteen & executive canteen lunch, both together. Out of total estimated annual expenses of canteen, 60% constitutes for staff canteen and 40% constitutes for Executive canteen. Hence the same weightage is to be given for arriving at L1 bidder.
Operating system	:	<div> 1. Staff canteen will be operated through Manual FOLIO Sheets (format is attached vide annex "A") till SMART CARDS are issued to the Bank staff. 2. As and when food items are consumed by staff member from staff canteen, employee shall pay 50 % of cost of that item duly recording the same in FOILO sheet assigned to him. At the end of the month, employee shall cross check the folio ledger and to certify the total cost of the food items consumed and total cost paid by them for overall month. 3. Contractor shall raise the bill on monthly basis for balance 50 % of the cost of the items consumed by the staff duly submitting the folio ledgers. </div> <div> 1. Contractor shall arrange Executive lunch for fixed number of Executives as advised by the Bank on every month. Additional requirement for any particular day will be informed well in advance and contractor shall make necessary arrangements. 2. Contractor shall raise the bill with the Bank on monthly basis as per the fixed number of meals advised by the Bank and for additional meals over and above fixed number of meals in that particular month. This shall be supported by the attendance register duly signed by the vendor and the department officials </div>
Payment system to contractor	:	<div> <u>By staff:</u> 50 % of cost of the food items (as explained above) shall be borne by the individual as and when it is consumed till total cost of food items is \leq Rs 860/- </div> <div> <u>By Executives:</u> Cost of the rest of the items other than Executive lunch will be paid completely by the respective Executives. </div>

		<p>In case any staff consumes food items with total cost over and above Rs 860/-, full cost i.e. 100 % will be paid by the staff for amount over and above Rs 860/. Bank is not liable for excess amount.</p> <p><u>By Bank:</u></p> <p>Remaining 50 % of cost of food items (i.e. matching subsidy) which are consumed by the staff from staff canteen and recorded in the folio ledger, shall be paid by the Bank to the contractor at the end of each month, upon receipt of invoice.</p> <p><u>Ex1:</u></p> <p>Total cost of food items consumed in a month: Rs 600/- Out of which, amount to be paid by staff: Rs 300/- Balance amount to be claimed from Bank: Rs 300/-</p> <p><u>Ex 2:</u></p> <p>Total cost of food items consumed in a month: Rs 1000/- Out of which, amount to be paid by staff: Rs 430/- (+) Rs 140/- Balance amount to be claimed from Bank: Rs 430/-</p> <p><u>Ex 3:</u></p> <p>Total cost of food items consumed in a month: Nil Amount to be claimed from Bank: Nil</p> <p>Thus, Bank will pay matching subsidy maximum of Rs 430/- per month per staff only in respect of food items consumed from staff canteen.</p>	<p><u>By Bank:</u></p> <p>Cost of executive lunch including cost of fruit bowl will be borne by the Bank</p>
Infrastructure to be provided by bank	:	Kitchen equipment, refrigerators, micro oven, cutlery, crockery, containers, grinders etc & water (electrical expenditure to be borne by Vendor)	
Menu of food items	:	<p>As detailed in the tender document.</p> <p>Staff canteen- Vegetarian.</p> <p>Executive lunch- Vegetarian & Non- vegetarian (as prevailing now)</p>	

8. DRAFT AGREEMENT

This Agreement is made and entered into at Hyderabad on this the _____, 2021 between Union Bank of India, a body corporate constituted under the provisions of Banking Companies Acquisition and transfer of Undertaking Act of 1970 having its Central Office at 239, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 021, hereinafter referred to as the Bank (which expression shall mean and include its successor and assigns) on the First Part and _____ (Name of the contractor)., a _____ (Constitution of firm) concern through its _____ (Name of the authorized signatory) having their office _____ at _____

_____ (Address of the firm) hereinafter referred to as the Contractor (which which expression shall mean and include their respective heirs, successors, executors, administrators and assigns) on the Second part.

Whereas the Bank (First Part) has floated RFP on _____ for providing catering services at **Staff Canteen, Executive Canteen at Central Office annex building at Pattabhi Bhavan - Saifabad & Koti building , Hyderabad .**

And whereas contractor (Second Part) has participated in the RFP and submitted its proposal on dated _____. The contractor has been selected as L-1 and has been declared as the successful bidder. The Bank has placed a **Letter of Intent / Work Order** vide letter no. _____ dated _____ for undertaking the Canteen Service as aforesaid mentioned.

And whereas the contractor has agreed to accept the terms and conditions specified in the RFP and also the terms and conditions annexed to these presents.

Now, this Agreement witnesses as follows:

The work shall be awarded for an **Initial period of one year** from the date of commencement of the work subject to its renewal maximum for one similar term on expiry of the current contract period, within sole discretion of the bank, on the same terms and conditions subject to satisfactory performance of the Contractor. The price quoted by the contractor will remain fixed for the entire contract period i.e. initial period of one year and also to the renewed period of one similar term, if approved by the Bank. The extension of contract is to the entire discretion of the bank and cannot be claimed as right of the Contractor. The contractor shall serve

Signature & seal of the Contractor

hygienic food during the period prescribed hereunder. The contractor shall without any obligation of the bank, comply with rules, regulation and bye/laws laid down by Municipal / Health Authorities and other statutory requirements relating to preparation and supply of food stuffs, drink and refreshments and shall obtain necessary license and permits in his own expenses from Civil Supply Authorities and other Government Authorities. The contractor should also obtain the license for running Union Bank of India Canteens at Saifabad and Koti Buildings.

All terms and conditions as prescribed in the Annexure - I (Scope of work, Terms & Conditions governing Contract for Catering and Special Instructions to the Tenderer) and Annexure II (Price bid submitted by the contractor) to this agreement shall have to be adhered to by the contractor. Any deviation must be with the written consent of the Union Bank of India, represented by its Chief Manager. Any deviation without the written consent is not at all permitted.

And Whereas RFP document published by the Bank vide Ref No. _____ dated _____ duly accepted by the contractor will be integral part of the agreement.

And Whereas both the parties are agreeable to enter into these presents for the purpose of providing catering service at the abovementioned address of the Bank by the Contractor on the terms and conditions more specifically mentioned in the Annexure I at and for the price mentioned in the Annexure II hereto annexed.

1. In this Agreement words and expressions not defined but used shall have the same meanings as are respectively assigned to them in the Request for Proposal dated _____ Technical and Commercial Bid and Work Order.
2. The following documents shall be deemed to form and constructed as part of this Agreement as if specifically incorporated herein
 - A. Technical and Commercial Bid of the Contractor dated _____ & _____ respectively annexed as Annexure III.
 - B. Work Order (Letter of Intent) reference no. _____ dated _____ along with Annexures, annexed as Annexure IV.

All the documents together Called as Contract document.

3. The contract shall be for a period of 1 year w.e.f. _____ unless it is terminated as per the Contract. The period of contract may be extended for further period as per the terms and conditions mentioned in the RFP.

4. All terms and conditions as prescribed in the Annexure I to this agreement shall have to be adhered to by the contractor. Chief Manager (SSD) shall represent the Canteen Committee of the Bank and _____ is the authorized representative of the Contractor for active management of the Contract.
5. The Contractor do hereby agree to indemnify and keep indemnified defend and hold harmless the bank from and against any loss, damages liabilities, claims litigations, suit actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered arising out of or incurred inter alia during the term of this agreement and including but not limited to third party claims from the use of the services or any part thereof and/or otherwise. Further, the said indemnity shall also be available for any of actions arising out of or in connection with the Contractor's breach of any of the terms and conditions of the contract and any act and omissions or negligence or misconduct by the Contractor or its employee's representatives and agent.

In witness whereof the parties hereto have hereunto set and subscribed their respective hands the day and the year first hereinabove mentioned.

Signed and Delivered by Union Bank of India

By its authorized signatory

Name of the Officer:

Designation:

Seal of the bank:

In the presence of

1.
(Name, Designation & Signature)

2.
(Name, Designation & Signature)

Signed and Delivered by the contractor

Name of the Authorized Signatory:

Designation/Position in the Firm:

Seal of the Firm:

In the presence of

1.

2.

Signature & seal of the Contractor

LETTER CUM DECLARATION

(To be submitted duly typed, signed with stamped by the Authorized Signatory on the Letter head of the Bidder in Original along with Technical Bid document.)

From:

(Full name & address of the BIDDERS/CONTRACTORS)

To,
The Chief Manager (SSD),
Union Bank of India,
Support Services Department,
4th floor, Pattabhi Bhavan
Saifabad, Hyderabad -4

PROVIDING CATERING SERVICES AT STAFF CANTEEN, EXECUTIVE CANTEEN AT Saifabad & Koti buildings, Hyderabad.

Dear Sir,

Having examined the terms & conditions, schedule of requirements, scope of work etc of the RFP/Tender for the captioned work and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto and affecting the tender. I/We submit the Sealed BID for appointment as Contractor for providing catering services at subject premises for a period of one year renewable for two similar terms by the Bank subject to my/our satisfactory services.

1. I/We have thoroughly examined and signed on each page of the document, having understood all the terms & conditions as contained in the RFP document, Invitation to RFP, General Information to BIDDERS/CONTRACTORS and its Annexure & Appendices. I/We am /are agreeable to abide by them.

2. I/We agree to keep the offer open as per terms and conditions mentioned in RFP. I/We shall be bound by communication of acceptance of the offer dispatched within the time. I also agree that if the date upto which the offer would remain open is declared a holiday for the Bank the offer will remain open for acceptance till the next working day.

In the event of my RFP being accepted, I/We agree to furnish Security Deposit as stipulated in the RFP.

3. I/We do hereby declare that the entries made in the RFP and Annexures/

Signature & seal of the Contractor

Appendices attached therein are true and also that I/We shall be bound by the act of my duly Constituted Attorney.

4. I/We hereby declare that my Firm/Company has not been blacklisted or otherwise debarred during the last five years by the Union Bank of India, or any other Public Sector Undertaking or any Government, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.(*)

OR

I/We hereby declare that my Firm/Company was blacklisted/debarred by _____ (here give the name of the client) for a period of _____, which period has expired on _____. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(*)

(*) (strike out whatever is not applicable)

5. I/We hereby declare that no contract entered into by my Firm/Company with the Union Bank of India, or any other Public Sector Undertaking or any Government, has been terminated before the expiry of the contract period at any point of time during the last five years.

6. I/We hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by us with the Union Bank of India, or any other Public Sector Undertaking, or any Government during the last five years.

7. I/We hereby declare that I/We or any of the partner/Director of our firm/company have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.

8. I/We hereby declare that I/We have no adverse record in any of the institutions where I/We have been serving / served in the past with regard to catering services provided.

9. I/We agree to execute a service level agreement if contract is awarded to me/us.

10. I/We agree that bank has absolute right to reject any or all bids without assigning any reason and there is no obligation to award the contract to the bidders.

11. I/We certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, Union Bank of India shall have the right to disqualify me without giving any notice or reason thereof or summarily terminate the Contract, without prejudice to any other rights that the Bank may have under the Contract and Law.

12. I/We, hereby, also undertake that we will not raise any claim for any escalation in the prices of any of the material and manpower during the currency of contract/execution/completion period.

Signature & seal of the Contractor

13. I/We have read and understood the various provisions/ instructions governing the catering services in general and the supply of menu items of food in particular and agree to supply the same at the rates stated in the Price Bid. I/We also note that these rates for catering various food items mentioned in the Price Bid shall remain constant for the initial contract period of one year and for the subsequent periods of renewal, if any accorded by the Bank in terms of the contract.

14. I/We, hereby, agree that the Quality and Quantity of the prescribed Menu items of food services at Bank's Central office building and other administrative offices in Hyderabad as per scope of work shall be subject to the random/periodic inspections/verification by the Bank's officials/canteen committee of the Bank. In case of any deviation, I/we, hereby, authorize the Bank to recover penalty ranging from 5% to 10% on the fortnightly bill amount payable by the Bank from our Bills/dues. I/We further undertake that in case, more than 5 such instances are recorded/reported during the contract period, the bank shall be free to debar me/us from participation in future tender besides terminating the contract and forfeiting the Security deposit deposited with the bank by me/us.

15. Further, I/We confirm that I/we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled/rejected by the bank including taking any action against me/us as deemed fit.

I/We have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender and accept the same.

(Signature of BIDDERS/CONTRACTORS)

With seal

E-mail ID of the Bidders/Contractors _____

Landline Telephone No. _____ Mobile No. _____

Annexure-II

DRAFT FORMAT OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

(Site specific format shall be approved by the Union Bank of India prior to its execution)

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

B.G. No. _____ Value Rs. _____

Date:

To

The Chief Manager (SSD),
Union Bank of India,
Support Services Department,
4 th floor , Pattabhi Bhavan
Saifabad , Hyderabad -4

Dear Sir,

Bank Guarantee of Rs. _____ towards Security Deposit for the work of Providing Catering Services at Staff Canteen, Executive Canteen at Saifabad & Koti buildings, Hyderabad

WHEREAS _____ (Name and address of contractor/vendor) (hereinafter called the Contractor) have entered into contract (for providing catering services at Staff Canteen, Executive Canteen at Saifabad & Koti buildings as per the work order/letter of Intent issued by Union Bank of India vide Letter No. _____ dated _____ duly accepted by the Contractor and the correspondence and tender relating thereto which is hereinafter referred to as “the said contract” the Contractor has now agreed to produce a Bank Guarantee of Rs. 1,72,800/- (Rupees one lac seventy two thousand eight hundred Only) to Union Bank of India for performing their part of the contract obligations.

AND WHEREAS _____ (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of Union Bank of India _____ and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the ‘Guarantor’ (which expression shall include it successors and assigns) hereby expressly, irrevocably & unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between Union bank of India _____ and the Contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to Union Bank of India _____ immediately any sum claimed by Union Bank of India _____ under the said contract up to a maximum amount of Rs. _____ (Rupees _____).

In case the amount demanded by Union Bank of India _____ is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of

Signature & seal of the Contractor

Rs. _____ (Rupees _____ only).

Such payment shall be notwithstanding any right the contractor may have directly against Union Bank of India _____ or any disputes raised by the Contractor with Union Bank of India _____ or any suits or proceedings pending in any competent court or before any arbitrator. Union Bank's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.

The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between Union Bank of India and the Contractor and or indulgence shown to the contractor by Union Bank of India, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by Union Bank of India in writing whichever is earlier.

This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of Union Bank of India _____.

This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

In order to give effect to this guarantee Union Bank will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.

This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to Union bank of India of the amount hereby secured.

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to Union Bank of India in respect of the said contract.

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of Union Bank of India that the envelope was so posted shall be conclusive.

These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of Rs. _____.

Signature & seal of the Contractor

This guarantee will remain valid up to _____ unless a demand or claim under this guarantee is made in writing against us within three months from that date, i.e. on or before _____, the guarantor shall be discharged from all liability under the guarantee thereafter.

We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our bank and the undersigned has been duly authorized by the bank (bank issuing the Bank Guarantee) to execute this Guarantee Deed.

Dated the.....

SIGNED AND DELIVERED For & on behalf of (the above named bank)

For & on behalf of (Bankers Name & Seal)

(Signature/s with designation/s of signatories)
(Banker's seal)

Annexure-III

DRAFT INDEMNITY BOND FORMAT

(Site specific format shall be approved by the Bank prior to its execution)

THIS DEED OF INDEMNITY BOND executed at Hyderabad on this _____ day of _____ month of year Two Thousand and twenty two (2022) by M/s _____ duly represented by proprietor/one of its partners/Director/Authorized Signatory Shri _____, aged _____ years, son of Shri _____ residing at _____ hereinafter referred to as “the Contractor” (which expression shall mean and include its successor and assigns)

In favour of

Union Bank of India, a body corporate constituted under the provisions of Banking Companies Acquisition and transfer of Undertaking Act of 1970 having its Central Office at 239, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 021, hereinafter referred to as the Bank (which expression shall mean and include its successor and assigns).

WHEREAS Union Bank of India has invited open bid tenders from the contractors for providing catering services at Staff Canteen, Executive Canteen at Saifabad & Koti buildings, Hyderabad

The Contractor has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by Union Bank of India vide their letter.....

AND WHEREAS as per tender documents, the Contractor has to enter into a Contract Agreement with Union Bank of India and execute an Indemnity Bond before starting the work. The Contractor has entered into Contract Agreement with Union Bank of India on _____ (hereinafter referred to as “the Contract”).

In consideration of Union Bank of India having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless the Union Bank of India from any damages, persecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which Contractor shall be solely responsible.

Further, Contractor hereby indemnifies and keep Union Bank of India indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by Union Bank of India on account of breach of the terms and conditions of the Contract by the Contractor.

Signature of Contractor with seal

Signature & seal of the Contractor

Annexure- IV

APPLICATION FORM / BIODATA OF THE CONTRACTOR

01	Name of the firm	
02	Constitution	Proprietary / Partnership / LLP/Limited Company / Others [Tick appropriate one]
03	Address of the Firm	Registered / Corporate Address: Hyderabad Branch Address:
04	Contact Details	Mob. No: Tel No: E-mail:
05	Year of Establishment (Supporting documents to be submitted)	
06	Name of the Proprietor/Partners / Directors etc.	Mob. No & E-mail ID
	1.	
	2.	
	3.	
	4.	
	5.	
	6.	
07	Registration with Govt. Authorities a. Income-tax (PAN) No: b. Goods & Service Tax (GST) No.: c. EPF Registration No: d. ESI Registration No: e. Registration no. under Contract Labour Act: f. Health License for catering services, if any (Copies of aforesaid certificates of registration with relevant authorities to be enclosed. All these certificates shall be valid on the date of opening of tender)	
08	Names of the Bankers with address & telephone numbers: i) ii)	
09	Empanelment / Registration with Govt. / Public Sector / Banks (certificates of Registration/ Empanelment to be enclosed):	
	Name of the Organization	Year since empanelled

10	Name & relation, if any, with the staff member of Union Bank of India:				
11	Details of civil suit, if any that arose during execution of similar types of contract in the past 10 years.				
12	Annual turnover for the Last 3 financial year (year-wise) ending 31.03.2021:				
	Financial Year	Annual Turnover from the catering services (As per Audited Balance Sheet) Rs. in Lac			
	FY 2018-19				
	FY 2019-20				
	FY 2020-21				
13	Details of profit earned by the firm during last 3 financial year (year-wise) ending 31.03.2021: Rs. in Lac				
	Financial Year / Assessment Year	Net Income (As per Audited Balance sheet)		Income (As per ITR filed)	
	2018-19 / 2019-20				
	2019-20 / 2020-21				
	2020-21 / 2021-22				
14	Number of persons presently employed				
	Cooks [Give details of specialists cooks for various dishes such as Non-veg, North-Indian & South-Indian etc.]		Asst. Cooks	Servers	Cleaners
15	Number of Employees proposed to be engaged for running the Staff / Executive Canteen at Saifabad & Koti building (Give separate details for each canteen).				
	Canteen Name	Cooks [Give details of specialists such as Veg / North-Indian/South Indian etc.]	Asst. Cooks	Servers	Cleaners
	Staff Canteen - Saifabad				
	Staff Canteen - Koti				
	Executive Canteen- Saifabad				
	Executive Canteen - Koti				
	TOTAL				
16	Whether possessing a valid catering license If yes, attach a copy			YES	NO

Signature of Contractor with seal

ANNEXURE-VI

DETAILS OF ALL 'SIMILAR' WORKS ON HAND - UNDER EXECUTION OR AWARDED (Enclose supporting documents i.e. Work order issued by the Clients)

Sl n	Name of work	Name of the Client (with Brief Address of Concerned officer & Contact No. and e- mail ID)	Type of Client (Govt/ Semi Govt/ PSU Bank/ Pvt Comp etc)	Date of Agree- ment with Client	Loca- tion and Scope of the Work	Actual Value of the Work	Date of commen- cement as per contract	Likely date of completi- on	If work left Incomplete or Terminated (Furnish reasons)

(Add separate sheet if required)

Note:

1. Information has to be filled up specifically in this format
2. The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order).

Signature of Contractor with seal

Signature & seal of the Contractor

ANNEXURE-VII (a)

PERFORMANCE REPORT FOR 'SIMILAR' MAJOR COMPLETED WORKS

(To be submitted by the contractors duly filled, signed & seal of their client where they have executed the catering services)

1. Name of the Work/Project & Location :
2. Scope of Work :
3. Agreement No. & Date :
4. Estimated Cost / Tendered Cost :
5. Actual Value of Work done :
6. Date of Commencement
 - a. Stipulated date of Commencement :
 - b. Actual date of Commencement :
7. Date of Completion
 - a. Stipulated date of Completion :
 - b. Actual date of Completion :
8. Amount of compensation levied for
Deficiency of services , if any : _____(over a period
of ____months)
9. Catering services offered to no. of employees :
10. Number of staff deployed by the vendor for the captioned work :
11. Performance report based on

Quality Of Food	: Excellent / Very Good / Good / Poor
Time Management	: Excellent / Very Good / Good / Poor
Resourcefulness	: Excellent / Very Good / Good / Poor
Financial Soundness	: Excellent / Very Good / Good / Poor
Maintenance of Hygiene / cleanliness	: Excellent / Very Good / Good / Poor
Response to the clients observations	: Excellent / Very Good / Good / Poor

Superintending Engineer / Chief project manager or Equivalent
Name of organization

Note:

1. The performance report is to be submitted separately for all major works mentioned in Annexure V.
2. The performance report preferably be submitted in the above Performa. In case, different proforma is used, the applicant shall ensure that the report / certificate shall contain all the above information / details.

Signature & seal of the Contractor

ANNEXURE-VII (b)

PERFORMANCE REPORT FOR 'SIMILAR' Works On Hand

(To be submitted by the contractors duly filled, signed & seal of their client where they are presently executing the catering services)

1. Name of the Work/Project & Location :
2. Scope of Work :
3. Agreement No. & Date :
4. Estimated Cost / Tendered Cost :
5. Actual Value of Work done :
6. Date of Commencement
 - a. Stipulated date of Commencement :
 - b. Actual date of Commencement :
7. Date of Completion
 - a. Stipulated date of Completion :
 - b. Actual date of Completion :
8. amount of compensation levied for Deficiency of services, if any :Rs _____ (over a period of _____ Months)
9. Catering services offered to no. of employees :
10. Number of staff deployed by the vendor for the captioned work :
11. Performance report based on

Quality Of food	: Excellent / Very Good / Good / Poor
Time Management	: Excellent / Very Good / Good / Poor
Resourcefulness	: Excellent / Very Good / Good / Poor
Financial Soundness	: Excellent / Very Good / Good / Poor
Maintenance of hygiene / cleanliness	: Excellent / Very Good / Good / Poor

Superintending Engineer / Chief project manager or Equivalent
Name of organization

Note:

1. The performance report is to be submitted separately for all major works mentioned in Annexure VI.
2. The performance report preferably be submitted in the above Performa. In case, different proforma is used, the applicant shall ensure that the report / certificate shall contain all the above information / details.

Signature & seal of the Contractor

ANNEXURE-VIII

DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED IN THE ORGANIZATION

Sl n	Name & Aadhar No	Designation	EPF & ESIC No.	Educational Qualification	Professional Experience	Length of continuous service with Employer in years

Note:

- Details of Technical personnel shall be provided qualification-wise
- Organization chart of the company, additional information about Technical and administrative personnel, if any, may be submitted on separate sheet.

Signature of Contractor with seal

ANNEXURE-IX

TEMPORARY CONTRACTOR LABOUR'S EMPLOYMENT CARD

(Duly Attested Photograph of the Concerned Labourer)

1. Name of the Labourer/Worker_____
2. Father's/Husband's Name_____
3. Date of Birth_____
4. EPF Membership No.-----
4. (i) Address (Local)_____
- (ii) Permanent_____
5. Name & Address of UNION BANK Contractor_____
- _____
6. Valid *
- (* Period of the Contractor) From_____to_____

Signature of the Contractor/
Authorised Representative

Back Side of the Card

Countersigned by

Manager (HK)

Valid from_____to_____
(Ref. No, _____)

Seal of Manager (HK)

Name of Office

Place:

Date:

Signature & seal of the Contractor

Annex -X II

Staff Canteen – Particulars of expenditure incurred for the month of June, 2022

Name of the staff	:	
PF Number	:	
Name of the	:	

Date	Items consumed	Total cost as per approved rates (Rs)	Amount paid by staff i.e. 50 % of total cost (Rs)	Signature of staff	Signature of contractor
01.06.2022					
02.06.2022					
03.06.2022					
04.06.2022					
06.06.2022					
07.06.2022					
08.06.2022					
09.06.2022					
10.06.2022					
13.06.2022					
14.06.2022					
15.06.2022					
16.06.2022					

Signature & seal of the Contractor

Date	Items consumed	Total cost as per approved rates (Rs)	Amount paid by staff i.e. 50 % of total cost (Rs)	Signature of staff	Signature of contractor
17.06.2022					
18.06.2022					
20.06.2022					
21.06.2022					
22.06.2022					
23.06.2022					
24.06.2022					
27.06.2022					
28.06.2022					
29.06.2022					
30.06.2022					
	Total :				

We have gone through the contents of ltr no. SSD /MNT/____ dt _____ and understood that Banks subsidy amount will be provided only in case of food items / beverages consumed from staff canteen with maximum provision up to Rs 430/- per month. In case we consume food items beyond the subsidy amount, full cost i.e. 100 % (over and above Rs 430/-) shall be paid by us directly to the contractor. We confirm that we have incurred an amount of Rs _____ for availing canteen facilities in our building during the month of June, 2022.

(Signature of the staff)

(Signature of the contractor)

PRICE BID

(On contractors letter head)

To

The Chief Manager (SSD),
Union Bank of India,
Central Office Annex Hyderabad
4th floor - Pattabhi Bhavan - Saifabad
Hyderabad 4

Subject: RFP for APPOINTMENT OF CATERING CONTRACTOR FOR STAFF CANTEEN, EXECUTIVE CANTEEN AT Pattabhi Bhavan - Saifabad & Koti building, Hyderabad

Dear Sir,

1./We submit the Sealed BID for appointment as Contractor for providing catering services at Staff Canteen & Executive Canteen at Saifabad building and Koti building , Hyderabad

2. I/ We have thoroughly examined and understood all terms and conditions as contained in the RFP document, RFP Notice, Scope of Work, Terms & Conditions governing contract for catering and Special Instruction to the Bidder and its Annexure & Appendices and agree to abide by them.

3. I/We hereby offer to work at the rates quoted in the Price Bid which is for the items in the Annexure XII-A, XII-B

4. I/We undertake to take responsibility of statutory liabilities to my workmen such as Minimum wages, EPF, ESI, Bonus, HRA and any other payment as per labour laws etc. I/ We will not get any reimbursement of wages, EPF & ESI, Bonus, HRA and any other payment as per labour laws from Union Bank of India.

5. I/We Agree to keep the offer open for acceptance as mentioned in RFP.

6. I/ We shall be bound by the communication of acceptance of the offer dispatched within the time and I/ We also agree that if the date up to which the offer would remain open be declared a holiday for the Bank, the offer will remain open for acceptance till the next working day.

7. In the event of my RFP being accepted, I/ We agree to furnish Security Deposit as stipulated in the RFP.

8. I/ we do hereby declare that the entries made in the RFP and its Annexures are true and also that I/We shall be bound by the Act of my duly Constituted Attorney _____ and of any other person who in future may be appointed by me/us in his stead to carry on the business of the concern whether any intimation of such change is given to the Chief Manager (SSD), Co-Annexe- Hyderabad.

9. I/we hereby agree that I/we being the Employer in relation to persons engaged/employed by us for providing the services under this agreement, shall alone be responsible and liable to pay wages/salaries to such persons which in any case will not be less than the minimum wages and other benefits as fixed/revised for the category of workers employed by us from time to time, by the state/Central government and/or any authority constituted by or under any law. Also, the persons so deployed by the us in the Bank shall not have claims for any

Signature & seal of the Contractor

master and servant relationship nor have any principal and Agent relationship with or against Bank.

10. I/we also undertake to ensure compliance of the following while quoting our rates.

- 10.1 The rates quoted by our firm are inclusive of all Taxes/levies/charges but excluding GST.
- 10.2 If at any stage of work, it is found that I/we are not paying minimum wages to the workers, the Bank reserve rights to discontinue services as per terms of contract.
- 10.3 The quotes have included prescribed minimum wages per month inclusive of all statutory requirements as per the Minimum Wages Act of 1948 and other labour laws for the worker proposed to be deployed for this purpose.
- 10.4 The rates quoted by our firm will remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and also to the renewed contract period for the similar one terms on the same terms and conditions. However in case of any change in GST or introduction of any new tax due to Statutory Act of the Government after the date of submission of tender and during the tender period, the quantum of additional taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. No escalation whatsoever shall either be claimed or considered. Accordingly, we have taken due care on this account while quoting the rates.
- 10.5 All our payments for the catering services shall be subject to Statutory deductions towards TDS etc as applicable during currency of contract. Banks decision is final and binding in case of any unforeseen situations arising in finalization of vendor .
- 10.6 Monthly payment to manpower employed by me/us will be paid either through cheque or by crediting in their Bank accounts and copy of payment details will be enclosed along with the monthly bill raised by me/us to the Bank.
- 10.7 I/We will enclose the copy of the details of monthly wages payment, EFP, ESI and other statutory component along with the fortnightly/monthly bill raised to the Bank.
- 10.8 I agree with the decision of the Bank in deciding the workability / reasonableness in the rates quoted by us. Banks decision is final and binding on me in this regard.
- 10.9 **I/We have noted that L1 bidder will be decided based on the consolidated sum of grand total value of quoted rates for all the canteens i.e. Staff Canteen and Executive Canteens mentioned in Annexure XII-A, XII-B duly applying the weighted score as explained under RFP.**

- 10.10 I/We understand that our bid will be declared unresponsive and will be rejected during price bid evaluation by the Bank, if rates of any of the food items as mentioned in Annexure XII-A, XII-B are not quoted/column left blank/ abnormal low rates and unreasonable . I/We also agree that the Bank will not entertain any request from us in this regard once the price bid is opened.

Yours faithfully,

(Signature of BIDDERS/CONTRACTORS)

Name:

Address:

Seal of the Firm

DATE:

AUTHORISED SIGNATURE & SEAL

Annex XII(a)

1. Staff Canteen : Items to be Provided in Staff Canteen :

Sr. No.	Food Items	Proposed Rates (Exclusive of GST)	Quantity
1	Tea		100 ml
2	Coffee		100 ml
A	Average of 1 & 2		
Breakfast items : (Min of 3 items to be provided on any day)			
3	Medu Vada with Chatni & Sambar		100 gm (2ps)
4	Idli with Chatni & Sambar		100 gm (2ps)
5	Dosa - Masala/Sada/Rawa/ pesarratu with Chatni & Sambar		120 gm
6	Puri with curry		3 ps
7	Upma with Chatni		100 gm
8	Sada Utappa/Onion Utappa/ Tomato Utappa with Chatni & Sambar		100 gm
9	Aalu Paratha with curd and green chutney		2 piece
10	Poha with Chatni		100 gm
B	Average of Sr No 3 to Sr No 10 (addition of rates from sr no 3 to sr no 10 / 8)		

Signature & seal of the Contractor

Lunch Items: (to provide daily- lunch thali, any one item from SI No. 12 to 15 & any one item from SI No 16 to 19)			
11	Lunch Thali - Vegetarian		-2 chappaties or 3 puries -2 bowls rice, -2 vegetables (one dry seasonal vegetables & one gravy- Veg Manchurian gravy, Chana Masala, Rajma Masala , Malai Kofta , Mix veg curry or any other gravy item), -1 bowl dal (different versions) - Sambar and Rasam -curd (100 gms), -1 piece papad, - pickles
12	Veg. Biryani with curd raita		200 gm
13	Veg fried rice with Machurian gravy curry		250 gm
14	Lemon Rice		200 gm
15	Sezwan Rice/Noodles with chutney		200 gm
16	Aloo Paratha/ Veg Stuff Paratha with curd and green chutney		2 piece
17	Chhole Bhature		2 pc bhature with chole
18	Chapati with one curry		2 nos
19	Puri with one curry		3 nos
C	Average of sr No 11 to 19 (addition of rates from sr no 11 to 19 / 9)		
Desert items/snacks: (daily one item on rotation)			
20	Bundi Ladu / Sunni Ladu / Rawa Ladu		1 Piece
21	Poornam / Bobbattu		1 Piece
22	Fruits in Bowl (watermelon / papaya guava / muskmelon etc)		1 Bowl - 150 gm
23	Butter milk		200 ml
24	Sweet Lassi		200 ml
25	Fruit Custard		100gm

Signature & seal of the Contractor

D	Average of rates for sr no 20 to sr no 25 (addition of rates from sr no 20 to 25 / 6)		
Evening Snacks (daily one item on rotation)			
26	Samosa - Aloo / Vegetable Patti / Sweetcorn		100 gm (1ps)
27	Vegetable Cutlet with Sauce / Chatni		100 gm (2ps)
28	Vegetable Puff		1 pc
29	Boiled Sweet Corn		100 gm
30	Mirchi Bajji		2 pcs
31	Boiled peanuts		100 gm
32	Pakoda		100 gms
33	Vegetable sandwich		2 bread slice
E	Average of sr no 26 to 33 (addition of rates from sr no 26 to 33 / 8)		
VENDING MACHINE ITEMS		Rate (ex GST)	Quantity
34	COFFEE (CAPPUCCINO, LATTE, ESPRESSO)		100 ml
35	TEA (ASSAM, CARDAMOM, MASALA, GINGER)		100 ml
36	GREEN TEA / LEMON TEA		100 ml
37	HOT CHOCOLATE		100 ml
F	Average of sr no 34 to 37 (addition of rates from sr no 34 to 37 / 4)		

Total of annex XII (a) : A+B+C+D+E+F : _____ (TO BE CONSIDERED IN EVALUATING L1)

2. Executive Canteen : Items to be Provided in Executive Canteen :

Sr No.	Food Items	Proposed rates (exclusive of GST)	Quantity
LUNCH ITEMS			
1.	Executive Lunch in Buffet style		1. Soup (Manchow/ Tamato /Hot & Sour) 2. Plain Rice (Sona masuri) 3. Pulao / Biryani / veg Fried Rice 4. Chappati / Tandoori Roti / Puri / pulka 5. Dal (different versions) 6. Two vegetable items (Dry and with gravy) including Rajma, Chhole, Paneer pren etc. 7. One Non-veg item with/without gravy 8. Sambar 9. Rasam 10. Raita 11. Dahi vada or any other regional preparation 12. Curd 13. Curd Rice. 14. Veg.Salad (different types) 15. Papad 16. Butter Milk 17. Any other side items viz bhajji, fryms, Dhokla, Mini Samosa, Cheese or Paneer Pakoda etc. 18. One desert viz. Kala Jamun/ Rasmalai/ Bengali Rasgulla / Poornam / Bobbattu etc. 19. One bowl of mixed fruits (Apple /melon / Banana / papaya and seasonal fruits (TO BE SERVED AROUND 12 NOON SEPERATELY AT EXECUTIVE CABINS)
2.	Special Executive Lunch in Buffet style		In addition to the above: 1. One more Non-Veg item 2. One Spl Item (Note : Rate to be quoted for complete menu and not for these two items alone)
A	Total : Annex XII (B) = 1+2		To be considered in evaluating L1

Total Cost : Total of annex XII (A) + Total of annex XII (B) : Rs _____
(Rupees in words _____) . This shall be considered for evaluating L1 and to award of contract DULY GIVING WEIGHTAGE @ 60 % AND 40 % FOR STAFF CANTEEN AND EXECUTIVE STAFF CANTEEN RESPECTIVELY .

Important Note :

1. Salt, Pickle, Black pepper powder, Vinegar, Chilly Sauce, Soya Sauce, Tomato Sauce, Saunf, Sweetner (Mishri), Sugar, Toothpicks and paper napkins etc to be kept on the counter.
2. The rates are exclusive of GST.
3. 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.
4. Apart from these items, upwas (fasting) items like Sabudana Kichadi, milk, fruits etc to be supplied to the participants in Staff canteen /Executive canteen if required upon prior intimation. Fruits, Milk, kichadi, Bread etc should be provided to the staff / executive/ guests of the Bank on prior intimation.

DATE:

AUTHORISED SIGNATURE & SEAL