

UNION BANK OF INDIA
Staff Training Centre
16-A, Jagamara, Khandagiri
Bhubaneswar, Odisha-751030
Ph No-0674-2353109/110

Title - NOTICE FOR INVITING TENDER FOR CANTEEN CONTRACTOR

EMD Cost-Rs10000/-

Tender document Cost-Rs1000/+GST (Non-Refundable)

Start Date-22.06.2022

End Date- 12.07.2022 at 4.00PM

Ref No.UBI/STC/BBSR:0037

Dated 22.06.2022

BID DOCUMENT

FOR

**APPOINTMENT OF CATERING CONTRACTOR BY UNION BANK OF INDIA
FOR ITS CANTEEN AT
STAFF TRAINING CENTER
16-A, JAGAMARA, KHANDAGIRI, BHUBANESWAR-751030
ODISHA
(Visit us at our website <http://www.unionbankofindia.co.in>)**

PART-A --- TECHNICAL BID

NON TRANSFERABLE, THE REQUEST FOR PROPOSAL (RFP) IS ISSUED IN DUPLICATE. ONE COPY SHALL BE RETAINED BY THE BIDDER

INVITATION TO RFP AND INSTRUCTIONS TO BIDDERS FOR APPOINTMENT OF THE CATERING CONTRACTOR IN UNION BANK OF INDIA, for canteen at Staff Training Centre at Union Bank of India, 16-A, Jagamara, Khandagiri, Bhubaneswar-751030, Odisha

- A. RFP form can be obtained / downloaded w.e.f. Dt-22.06.2022
- B. Pre-bid meeting at Union Bank of India, STC, Bhubaneswar at 28.06.2022- pm on 5.30 PM
- C. Last date of receipt of BIDs in office up to 4.00 PM on 12.07.2022
- D. Technical Bid of the BIDs to be opened at 5.00 PM on 12.07.2022

****If the date fixed for opening of BIDs is subsequently declared a holiday, the BIDs will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above**

- 1. Union Bank of India, Staff Training Center, Bhubaneswar may at their discretion, extend this date by a fortnight and such extension shall be binding on the BIDDERS.
- 2. If the date up to which the BID is open for acceptance is subsequently declared to be holiday, the BID shall be deemed to remain open for acceptance till the next working day.
- E. Price Bids of only technically qualified BIDDERS shall be opened on a date to be intimated later on.

RFP Form can also be downloaded from UNION BANK website -

<http://www.unionbankofindia.co.in> and <http://www.tenders.gov.in> (, www.eprocure.gov.in)

NOTE:

- 1. Union Bank of India Staff Training Center, Bhubaneswar reserves the right to reject any or all BIDs without assigning any reason.
- 2. Union Bank of India will not enter into negotiation with any Bidders including the Lowest Bidder.

Invitation to RFP

Date:22.06.2022

From:

UNION BANK OF INDIA
Staff Training Centre,
16-A, Jagamara, Khandagiri
Bhubaneswar, Odisha-751030
To

Dear Sir(s),

For and on behalf of the Union Bank of India (hereinafter called the Bank or UNION BANK) the Chief Manager & Center In-charge, Staff Training Centre, Bhubaneswar invites BIDs under Two Bid System for appointment of Catering Contractor for Canteen at Staff Training Centre, 16-A, Jagamara, Khandagiri, Bhubnaeswar-Odisha-751030 for a period of two years.

S/D

Chief Manager & Center In-charge

GENERAL INFORMATION FOR BIDDERS/CONTRACTORS IN REQUEST FOR PROPOSAL (RFP)

1. Object of the Contract

- 1.1. The Contractor shall have to serve Bed tea, Breakfast, Lunch, Dinner, Evening Snacks, Beverages, Biscuits etc. on daily basis to the extent of around 75 person of Union Bank of India staff members (UNION BANK) in **Canteen at** Staff Training Centre at Plot No.16-A, Jagamara, Khandagiri, Bhubaneswar, Odisha-751030
- 1.2. The menu will be subject to change and will be intimated to the Contractor well in time. A copy of the indicative menu is enclosed as **Annexure II**

2. The Contract, if any, which may arise from this RFP shall be governed by the terms and conditions of the Contract as set out in the Invitation/General Information to the BIDDERS/CONTRACTORS and as given in this RFP Form and its Annexure and Appendices.

3. Qualification conditions for BIDDER/CONTRACTOR:

- 3.1 BIDDER/CONTRACTOR should have experience for having rendered satisfactory catering services for Canteen in Govt/Public Sector Undertaking/Private corporate house/Educational Institution Hostels /renowned guest house for a period of minimum three years. Out of 3 years experience, the catering services should have been provided for a period of 2 years continuously. The contract for which the Experience Certificate is furnished should indicate serving at least about 50 persons or above in such establishments.
- 3.2.1 Experience Certificate shall be produced from customers stating proof of satisfactory execution and completion of the contract(s) besides duly certifying period of contract, and value of work handled, if any.
- 3.2.2 Should have all statutory registrations /certifications/permissions and valid PAN card etc.

4. Disqualification Conditions.

- 4.1 BIDDER/CONTRACTOR who has been blacklisted or otherwise debarred by UNION BANK or any Department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 years, whichever is longer.
- 4.2 Any BIDDER/CONTRACTOR, whose contract with the UNION BANK, or any Department of Central or 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.

- 4.3 BIDDER/CONTRACTOR whose Earnest Money Deposit and/or Security Deposit have been forfeited by UNION BANK or any Department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
- 4.4 If the Proprietor /any of the Partners of the BIDDER/CONTRACTOR Firm/any of the Director of the BIDDER/CONTRACTOR Company has been, at any time, convicted by a court for an offence and sentenced to imprisonment, such BIDDER/CONTRACTOR will be ineligible.
- 4.5 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.
- 4.6 THE BIDDERS/CONTRACTORS NOT HAVING ESTABLISHMENT/CATERING SERVICE AT BHUBANESWAR WILL BE INELIGIBLE FOR SELECTION AS CANTEEN CONTRACTOR.

5. Instructions for submitting BID

The instructions to be followed for submitting the BID are set out below:

- 5.1 The BIDDER/CONTRACTOR must fill in and sign the forwarding letter on the format given in Appendix-I and also furnish full precise and accurate details in respect of information asked for in Appendix-II attached to the RFP.
- 5.2 **Signing of RFP**
- 5.2.1 Person(s) signing the BID shall state in whatsoever capacity he is, or they are signing the BID, e.g., as sole Proprietor of the Firm, or as a Secretary/Manager/Director etc., of a Limited Company. In case of Partnership Firm (Registered or Unregistered), 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. The original or an 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. The original or an 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.

5.2.2 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) shall be responsible to produce a proper Power of Attorney duly executed in his favor, 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.

5.2.3 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.

6. 6(a) Cost of RFP: Rs 1000/-+ GST (Non-Refundable) in the form of DD/Pay Order drawn on Union Bank of India, Staff Training Center, Bhubaneswar payable at Bhubaneswar may be paid at the time of purchase of tender form or may be deposited along with the forms downloaded from the website.

6(b) Earnest Money Deposit (EMD)

6(b).1 Each BID must be accompanied by an Earnest Money of Rs.10,000.00 (Rupees Ten thousand only) in the form of a D.D/Pay Order issued by a Scheduled Bank in *favor of* , Union Bank of India, Staff Training Center, Bhubaneswar payable at Bhubaneswar. BID not accompanied by Earnest Money shall be summarily rejected. The BIDDER/CONTRACTOR shall be permitted to BID on the express condition that in case he modifies his offer, or terms & conditions thereof, after submitting his BID, for any reason whatsoever during the RFP process, the Earnest Money deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Bank under the contract and any other law, and the BIDDER/CONTRACTOR will be liable for any loss suffered by the Bank on account of his withdrawal/modification etc besides forfeiture of EMD. He will also be debarred from participating in any other RFP Enquiry with UNION BANK for a period of 5 years.

6(b).2 The Earnest Money will be returned to successful BIDDERS within a period of 30 days from the date of issue of the acceptance letter to the successful BIDDER/CONTRACTOR, after he has furnished the Security Deposit, if he does not desire the same to be adjusted towards the Security Deposit. However, in case the BID is disqualified during technical evaluation, the earnest money will be refunded within 15 days of technical disqualification of the BIDDERS/CONTRACTORS. No interest shall be payable on Earnest Money, in any case.

7. Security Deposit

7.1 The successful BIDDER/CONTRACTOR shall furnish, within seven(7 days) working days of acceptance of his BID, a Security Deposit of Rs.1,00,000.00 (Rupees One lakh only) for the due performance of his obligations under the contract. Security Deposit will be accepted through Demand Draft/Pay Order issued by a scheduled bank or Electronic clearing system (ECS)/other electronic means in favor of Union Bank of India Staff Training Center, Bhubaneswar payable at Bhubaneswar.

7.2 The Bank will not be liable for payment of any interest on the Security Deposit or any depreciation thereof.

7.3 If the successful BIDDER/CONTRACTOR 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.

7.4 In the event of the BIDDER/CONTRACTOR's 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 and the Bank shall proceed with appointment of another contractor. 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 party may be allowed to participate in the future RFPs of UNION BANK provided all the recoveries/ dues have been effected by the Bank and there is no dispute pending with the contractor/party.

8. DOCUMENTS REQUIRED TO BE ATTACHED WITH BID

8.1.1 No documents are to be enclosed with the Price Bid. However, Earnest Money together with the following documents is to be annexed with Technical Bid only.

8.1.2 Duly completed Technical Bid given in (Appendix II)/ (Part A) of the RFP Documents with earnest money.

8.1.3 The intending BIDDER/CONTRACTOR should submit the following documents (in a serial clearly indicating the name of document) with Technical Bid duly signed by the authorized signatory. The Technical Bid shall be summarily rejected if any of the following six valid documents are not furnished along with Experience Certificate & EMD of Rs.10,000.00 (Rupees Ten Thousand only) by the BIDDER/CONTRACTOR with the Technical Bid.

- 8.1.3.1 Income Tax PAN (Attach copy)
- 8.1.3.2 Employees Provident Fund Registration No (Attach Copy)
- 8.1.3.3 ESI Registration No. (Attach copy)
- 8.1.3.4 GST Registration No. (Attach copy)
- 8.1.3.5 Income Tax Assessment / Return for last three years (Attach Copy)
- 8.1.3.6 Copy of Trade License/Food license (Attach copy)
- 8.1.4 BIDDER/CONTRACTOR must give the documentary proof of experience as per qualification conditions for BID (clause- 3 of General Information to BIDDER/CONTRACTOR.)
- 8.1.5 Other documents mentioned under different clauses of Technical Bid i.e Power of Attorney, Partnership Deed /LLP Agreement/ copy of Board's Resolution Memorandum of Association, Articles of Association etc. as per applicability.

9. SUBMISSION OF BID

- 9.1 The BID shall be submitted in Two Parts, viz., Technical Bid and Price Bid.

9.1.1 The original copy of the BID along with the documents required under the Technical Bid is to be kept in one Sealed Envelope super scribed 'A' – Technical Bid and the Price Bid will be kept in another Sealed Envelope super scribed 'B' – Price Bid. Both the Bids will then be kept in another Sealed Envelope super scribing "Tender for Catering Services at STC Canteen" and addressed to the Chief Manager (Centre-In-Charge), Staff Training Centre at Plot No. 16-A, Jagamara, Khandagiri, Bhubaneswar, Odisha-751030 with the name and address of the BIDDER/CONTRACTOR. The sealed envelope to be dropped in the tender box kept at Staff Training Centre, at Plot No16-A, Jagamara, Khandagiri, Bhubaneswar, Odisha-751030.

- 9.1.2 The envelope containing the Technical Bid shall include the following:

- 9.1.2.1 The BID document along with all its Annexure & Appendices duly signed on each page by the BIDDER/CONTRACTOR.

- 9.1.2.2 Earnest Money Deposit.

- 9.1.2.3 Documents as per Appendix II and Clause 8 (Document required to be attached with BID)

- 9.2 BIDs which do not comply with these instructions or conditional BIDs shall be summarily rejected.

- 9.3 BIDDER/CONTRACTORS may also send their BIDs by Speed/Registered Post only to Chief Manager (Centre-In-Charge) at aforesaid address. However, Bank shall not be responsible if such BIDs are not received till the time of opening of the Technical BIDs.

- 9.4 The RFP Form shall be filled in by BIDDER/CONTRACTOR legibly, neatly and accurately. Any alteration, erasers or overwriting should be duly authenticated by the authorized signatory.

- 9.5 It should be clearly understood by the BIDDERS/CONTRACTORS that they will not be permitted to alter, modify or with-draw any offer at any stage after submission of the BID.

Pre-Bid Meeting will be held prior to submission of Technical Bid on **at 5.30-P.M** on 28.06.2022 at Staff Training Centre, at Plot No 16-A, Jagamara, Khandagiri, Bhubaneswar, Odisha-751030 in the office of Chief Manager (Centre-In-Charge). The bidders who have either downloaded the form or purchased the same can send their queries by mail to stcheadstcbhubaneswar@unionbankofindia.bank before 24 hours before the pre bid meeting.

10. OPENING OF BIDS

The Technical Bid will be opened at the Office of the Chief Manager (Centre-In-Charge), Union Bank of India, **Staff Training Centre**, at Plot No 16-A, Jagamara, Khandagiri, Bhubaneswar, Odisha-751030 the fixed time and the date as indicated in RFP document. The BIDDER/CONTRACTOR will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid. Bank will be at the liberty to visit the office/work place of the short listed bidders. Price Bids of only those BIDDERS/CONTRACTORS shall be opened whose Technical Bids qualify, at a time and place of which Notice will be given. 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.

11. CORRUPT PRACTICES

Any bribe, commission, or advantage offered or promised by or on behalf of the BIDDER/CONTRACTOR to any officer or official of the Bank shall (in addition to any criminal liability which the BIDDER/CONTRACTOR may incur) debar his BID from being considered. Canvassing on the part of, or on behalf of, the BIDDER/CONTRACTOR will also make his BID liable for rejection.

12. Union Bank of India reserves the right to reject any or all the BIDs without assigning any reason. The successful BIDDER/CONTRACTOR will be intimated of the acceptance of his BID by a letter/telegram/fax/email.

13. In case of any indication of cartelization, the Bank shall reject the BID(s), and forfeit the EMD.

14. UNION BANK will not enter into negotiations with any BIDDER/CONTRACTOR including the Lowest BIDDER/CONTRACTOR.

15. If the information given by the BIDDER/CONTRACTOR in the BID Document and its Annexures & 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.

ANNEXURE-I
TERMS AND CONDITIONS GOVERNING CONTRACT FOR CATERING AT
UNION BANK OF INDIA, BHUBANESWAR

1. Definitions

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 “Chief Manager (Centre-In-Charge)” shall mean Chief Manager (Centre-In-Charge) of Staff Training Centre, at Plot No. 16-A, Jagamara, Khandagiri, Bhubaneswar, Odisha-751030 under whose administrative jurisdiction, catering services have to be provided.

1.6 The term “Canteen” shall mean Canteen at Staff Training Centre, at Plot No. 16-A, Jagamara, Khandagiri, Bhubaneswar, Odisha-751030

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 Chief Manager (Centre-In-Charge) or an officer acting on his behalf.

1.8 The term “worker” shall mean contractor’s employee engaged in the canteen of bank for catering.

2. Parties to the Contract

2.1 The parties to the Contract are Contractor and the Bank represented by the Chief Manager (Centre-In-Charge) and/or any other person authorized and acting on his behalf.

2.2 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.

2.3 Notice or any other action to be taken on behalf of the Bank may be given/taken by the Chief Manager (Centre-In-Charge) or any officer so authorized and acting on his behalf.

3. Constitution of Contractors

3.1 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.

3.2 If the BIDDER/CONTRACTOR is a Partnership Firm, there shall not be any re-constitution of the 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.

3.3 The Contractor shall notify to the Bank 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.

4. Subletting

The Contractor shall not sublet, transfer, or assign the Contract, or any part thereof.

5. Relationship with third parties

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. Liability for Personnel

6.1 All persons employed by the Contractor shall be engaged by him as his own employees in all respects, and all rights and liabilities under the Contract Labour (R&A) Act, 1970 or Indian Factories Act, or the Workmen Compensation Act, or Employees Provident Fund Act, or Minimum wages Act or ESI Act and other applicable enactments, in respect of all such personnel shall exclusively be that of the Contractor. The Contractor shall be bound to indemnify the Bank against all the claims whatsoever in respect of its personnel under the Workmen Compensation Act, 1923 or EPF ODISHA Act or ESI Act or any statutory modification thereof or otherwise for or in respect of any damage or penalty or interest or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in employment of the Contractor or not.

6.2 Contractor shall also comply with all Rules and Regulations/Enactments made by the State Govt./Central Govt. from time to time pertaining to the Contract including all Labour Laws.

6.3 The contractor shall during the period of contract pay not less than minimum wages prescribed by Odisha Government or wages prescribed by Govt. of India for Public Sector Undertaking, whichever is more to the workers engaged by him either on time rate basis or on piece rate basis on the work throughout the term of the contract. Minimum wages both for the time rate and for the piece rate, work shall mean the rates notified by appropriate authority and prevailing at the time of submission of BIDs for the work, as amended from time to time. The contractor shall also maintain and submit such prescribed records and Returns under the Act to the authority designated under the Employees Provident Fund Act, 1952 and the Scheme and the Rules framed there under. The contractor shall also make available such Returns/ Records as may be prescribed and or demanded for inspection by Regional Provident Fund Commissioner (RPFC) and to the Chief Manager (CENTRE-IN-CHARGE) or any officers authorized by the Bank. The contractor shall also maintain necessary records and registers like wage book and wage slip etc. Register of unpaid wages and Register of fines and deductions etc.

6.4. Payments of Wages to Workers:-

6.4.1 The contractor shall pay not less than minimum wages prescribed, by Odisha Government 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. 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.

6.4.2 That equal wages to women labour at par with men shall be paid for similar nature of work by the contractor.

6.4.3 Every BIDDER/CONTRACTOR whose BID is accepted by the Bank must have license from the prescribed licensing authority in terms of Section 12 of the Contract Labour (R&A) Rules, 1971 before entering upon any work under the contract. The contractor shall also obtain temporary licenses whenever required under rule 32 of the relevant Rules in cases where he intends to employ more labour in number than that mentioned in the regular license for short durations not exceeding 15 days. The contractor shall also get the temporary license renewed whenever necessary. If for any reason, the application for a license is finally rejected by the licensing/appellate authority, the contract shall be liable to be terminated at the risk and cost of the contractor and the decision of the Chief Manager (CENTRE-IN-CHARGE) in this behalf shall be final and binding on the contractor.

6.4.4 Every contractor shall also abide by all the provisions of the Contract Labour (R&A) Act, 1970 and the Rules framed there-under:

6.5 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.

6.6 The contractor shall be solely responsible for the redressal of grievances /resolutions of disputes relating to persons deployed by him. UNION BANK shall, in no way, be responsible for settlement of such issues whatsoever. UNION 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.

6.7 For all intents and purposes, the contractor shall be the “Employer” within the meaning of different Labour Legislation in respect of personnel so employed and deployed by him in the canteen 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.

6.8 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. Contractor shall make this known to persons deployed by him.

6.9 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 or after expiry of the contract.

6.10 Any liability arising out of accident or death of any personnel, employed by the contractor, while on duty shall be borne by the contractor.

7. Bribe, Commission, Gift etc.

7.1 An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Contractor, or any one of their partners/Directors/Agents or officials, or any person on his or her behalf to any officer, officials, representative or agent of the Bank, or any person on his or their behalf, for showing any favour or forbearing to show any disfavor to any person in relation to the Contract, shall make the Contractor liable for termination of this Contract or any other Contract with the Bank and the contractor shall be liable to reimburse the Bank of any loss or damage resulting from such cancellation.

8. Period of Contract

8.1 The Contract shall remain in force for a period **of two years** from date of commencement of services. However, if mutually agreed upon; the period of the contract may be extended on expiry of the contract on such terms and conditions as may be then agreed upon.

8.2 The Chief Manager (CENTRE-IN-CHARGE) reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof by **giving 60 days Notice** in writing to the Contractor at the notified address and the Contractors shall not be entitled to any compensation by reason of such termination. The action of the Chief Manager (CENTRE-IN-CHARGE) under this clause shall be final, conclusive and binding on the Contractor.

9. Security Deposit

9.1 The successful BIDDER/CONTRACTOR shall furnish, within seven days of acceptance of his BID, a Security Deposit of Rs.1,00,000.00 (Rupees One lakh only) for the due performance of his obligations under the contract. Security Deposit will be accepted through Demand Draft/Pay Order issued by a scheduled bank or Electronic clearing system (ECS)/other electronic means in favour of Union Bank of India Staff Training Center, Bhubaneswar payable at Bhubaneswar.

9.2 The Bank will not be liable for payment of any interest on the Security Deposit or any depreciation thereof.

9.3 If the successful BIDDER/CONTRACTOR 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.

9.4 In the event of the BIDDER/CONTRACTOR's 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 and the Bank shall proceed with appointment of another contractor. 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.

9.5 The Security Deposit of Rs.1,00,000.00 (Rupees One lakh only) 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 Regional Provident Fund Commissioner(RPFC) or any Authority designated under the EPF & ODISHA 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.

10. Liability of Contractor for losses suffered by Bank

10.1 The 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 Chief Manager (CENTRE-IN-CHARGE), 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.

11. Summary termination of the Contract

11.1 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 or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Chief Manager (CENTRE-IN-CHARGE) , shall be at liberty to terminate the contract forthwith without prejudice to any other right or remedies 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.

11.2 The Chief Manager (CENTRE-IN-CHARGE) , shall also have without prejudice to other rights and remedies, the right, in the event of breach of the contract or any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the Risk and Cost of the contractor and/ or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or cost that may be suffered or incurred by the Bank due to the contractor's negligence or poor/under performance of any of the services under the contract.

12. Recovery of losses suffered by the Bank due to contractor's negligence and poor/underperformance of services under the Contract or breach of any terms thereof.

12.1 The Bank shall be at liberty to get reimbursement from contractor for any damages, losses, charges, costs or expenses suffered or incurred by it. 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.

12.2 In the event of termination of this Contract, or in the event of any breach of any of the terms and conditions of this Contract by the contractor, the Chief Manager (CENTRE-IN-CHARGE) shall have the right to forfeit the entire or part of the amount of Security Deposit of the contractor or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for and damages, losses, charges, expenses or cost that may be suffered or incurred by the Bank. The decision of the Chief Manager (CENTRE-IN-CHARGE) in respect of such damages, losses, charges, expenses or costs shall be final and binding on the Contractor.

13. Responsibilities of the Contractor

13.1 The Food served by the Contractor shall be of good quality and hygienic. The Chief Manager (CENTRE-IN-CHARGE) or his nominee may at any time take samples there of free of cost, for the purpose of inspection and his decision regarding desirability or quality of the articles offered for consumption shall be final.

13.2 The Menu as prescribed in the Annexure – II 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 Chief Manager (CENTRE-IN-CHARGE) on any changes to be made in the Menu shall be binding on the Contractor. Even otherwise, the Chief Manager (CENTRE-IN-CHARGE) or his nominees reserve the right to make changes in the Menu if felt necessary.

13.3 The raw material used in the preparation of food shall conform to Food Quality specifications and as per quality/brand to be approved by the Chief Manager (CENTRE-IN-CHARGE) or any officer appointed by him to do so. Illustrative (but not exhaustive) quality brands of some of the products to be used by the contractor are specified as under.

- a) Medium of cooking will be Premium quality vegetable oil e.g. Sunflower, of reputed brands like Saffola, Sundrop, Fortune, Nature fresh, Patanjali.
- b) Standardized full cream/Single Toned milk in poly-pack of reputed/recognized manufacturer like Amul , Omfed.
- c) Amul/Omfed/Nutralite Butter.
- d) Ice Cream of Amul/Kwality/Vadilal/Dinshaw.
- e) Biscuits of standard brands approved by Chief Manager (CENTRE-IN-CHARGE).
- f) Premium quality Atta/suji/besan of Ashirwad/Shakti bhog
- g) Premium quality rice/Basmati rice (full grain) of Kohinoor or any other brand to be approved by Chief Manager (CENTRE-IN-CHARGE).
- h) Premium Tea leaves/ bags of Brooke Bond/Taj Mahal/Lipton/Tata.
- i) Coffee of Nestle, Nescafe, Bru, Sunrise.
- j) Spices of approved quality like MDH, Catch, Everest, Ruchi, MTR,Grihasti

Raw-Material stock for at least 1 week should be maintained at all times so as to avoid any shortages in the supply of Breakfast, Lunch, and Dinner to the participants.

13.4 The Contractor shall provide sufficient workers comprising of Skilled Supervisor, Cook with helpers, workers for washing utensils, and waiters with the provision to increase according to number of employees & requirement. 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, as approved by the Chief Manager (CENTRE-IN-CHARGE), and that they are civil, sober and honest in their dealings

With employees and guests of the Bank. The cost of supply and washing uniforms etc. will be borne by the Contractor.

13.5 The Contractor shall be provided with kitchen equipments namely Deep Freezer, Hot Case and Tea-Coffee Dispenser with separate containers for Tea & Coffee (no. of unit as per requirement), Food processor for cutting & slicing, etc. at the commencement of the contract. The Contractor shall be responsible for their safe custody etc. The cutlery, crockery, Gas Stove, Dosa Plate, Bulk Cooker, Containers for cooking, mixture, Grinder and other equipment required as per menu and Utensils will also be arranged by Bank. 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 canteen committee, mentioned hereinafter, is empowered to 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. In the case of utensils, cutlery and crockery cost of breakage/loss beyond 25% per year, will be recovered from the contractor.

13.5.1 The Contractor shall use the LPG 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. Though most of the cooking equipment use LPG for cooking, however, if electricity is used as an alternative source for cooking, or for warming the food, the bill of electricity used shall be paid by the Contractor (for which electricity meter will be provided) on monthly basis. Light and water shall be provided by the Bank at free of cost. The Bank shall deduct the charges of electricity as per applicable rates from the contractor from the payment to be made by the Bank to the Contractor on monthly basis.

13.6 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.

13.6.1 A committee known as " Canteen Committee" (which shall also include the contractor or one of his representative) shall be constituted by the Bank to supervise the Canteen as decided from time to time.

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
3. Overall Supervision of Canteen.
4. To supervise and maintain the hygiene and cleanliness of the canteen.
5. To conduct inspection of the place where the caterer is presently serving for short listing.

The 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.

13.7 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 Chief Manager (CENTRE-IN-CHARGE) of the Bank for disobedience or misconduct and the Contractor shall accept the direction of the Chief Manager (CENTRE-IN-CHARGE) of the Bank in this respect as final and binding. The Chief Manager (CENTRE-IN-CHARGE) of 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 Chief Manager (CENTRE-IN-CHARGE) of the Bank indemnified.

13.8 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 under occupation of the Contractor.

13.9 The Contractor will be required to serve lunch in the afternoon in the canteen and tea/coffee/snacks on the all the floors of the building during day hours (if required). The Contractor shall not levy or receive any charges for table service. Cost of camphor light material for chef-in-dishes and paper napkins to be provided, will have to be borne by the contractor. The Officer and other members of the staff of the Bank shall be entitled to use the canteen for consumption of food and refreshments brought by them from outside.

13.10 The hours of service in the dining hall and various floors as mentioned above are as follows:

Details	Timings
Bed Tea/Coffee	6.30 – 7.30 am
Breakfast - Unlimited	8.15 -9.15 am
Forenoon Tea/Coffee with Biscuits	11.15 – 11.30 am
Lunch - Unlimited	1.15 to 2.00 pm
Afternoon Tea/Coffee with Biscuits	3.30 – 3.45 pm
Evening Tea/Coffee/snacks	5.30 –6.00 pm
Dinner - Unlimited	8.30 to 9.30 pm

The timings are indicative and subject to change depending upon the session / schedule.

13.11 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 and guests.

13.12 Light and Water would be supplied to the Contractor free of charge. 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 State/Central Authorities.

13.13 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 catering facilities for about 100 – 150 persons

on certain occasions which may be arranged at 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.

13.14 Any Tax or Duty levied by local State Govt. or Central Govt. pertaining to catering will be borne by the Contractor.

13.15 Notwithstanding anything to the contrary contained in this Agreement, the Bank will have the right to review the working of the contract from time to time. At any time if 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 and other things or not providing good quality meal or using expired packed items the Chief Manager (CENTRE-IN-CHARGE) at his discretion can impose penalty of minimum of Rs 5000 per default. Further, the Chief Manager (CENTRE-IN-CHARGE) 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 Chief Manager (CENTRE-IN-CHARGE), 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.

13.16 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. The disposing of the garbage related to catering out of Bank is also the responsibility of Contractor on daily basis.

13.17 Police verification of the workers 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.

13.18 On expiry or earlier termination of this agreement, the contractor including his servants and agent shall vacate the bank premises, provided however, the contractor shall be entitled to remove/ take away only the furniture, fittings, crockery, cutlery, utensils and other articles, belonging to the Contractor without in any way causing any damage to the said premises and the Bank's property thereon.

13.19 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.

13.20 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 his own name and at his own expenses from Civil Supply Authorities and other Government Authorities. The Contractor should obtain the license for running the Canteen at Staff Training Centre, Union Bank of India.

14. Set-off

14.1 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.

15. Book Examination

15.1 The Contractor shall, whenever required, produce or cause to be produced for examination by the Chief Manager (CENTRE-IN-CHARGE) or any other officer authorized by him in his behalf, any cost or other accounts books, account vouchers, receipts, letters, memoranda or writing, or any copy of, or extract from, any such document, and also furnish information and returns, verified in such manner as may be required, relating to the execution of this Contract. The decision of the Chief Manager (CENTRE-IN-CHARGE) on the question of relevancy of any document, information or return shall be final and binding on the Contractor. The Contractor shall produce the required documents, information and returns at such time and place as may be directed by the Chief Manager (CENTRE-IN-CHARGE).

16. Volume of work

16.1 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.

16.2 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 not auxiliary or incidental to any of such services, shall be decided by the Chief Manager (CENTRE-IN-CHARGE) whose decision shall be final and binding on the Contractor.

17. PAYMENT

17.1 The payments will be made by the Bank on submission of the bills induplicate by the Contractor to Chief Manager (CENTRE-IN-CHARGE). The bills shall have to be drawn up on fortnightly basis.

17.2 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 Chief Manager (CENTRE-IN-CHARGE) or his authorized representative in token of the confirmation of its correctness. The Chief Manager (CENTRE-IN-CHARGE) shall be at liberty to indicate, in specific terms, if any of the items specified in the Annexure-II are not supplied or the quantity supplied is less than the

prescribed scale or of not appropriate quality. In that case the Chief Manager (CENTRE-IN-CHARGE) shall have the full discretion to make such deduction from the claims of the Contractor as he thinks appropriate. His judgment/decision shall be a binding on the contractor.

17.3 The Bank shall not be liable for payment of any interest on any bill outstanding for payment.

18. RATES

18.1 The rates as quoted in price bid shall be applicable during the contract period. The rates quoted in the Price Bid will be treated as final for the period of the contract. No escalation whatsoever shall either be claimed or considered.

19. Force Majeure.

19.1 The contractor will not be responsible for delays which may arise on account of reasons beyond his control of which the Chief Manager (CENTRE-IN-CHARGE) shall be the final Judge. Strikes by contractor's workers on account of any dispute between the contractor and his 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 .

20. Law Governing the Contract & Dispute resolution:

20.1 The Contract will be governed by the Laws of India for the time being in force. Any dispute arising out of this contract will be settled in the court of law having competent jurisdiction in Bhubaneswar.

PART-A----- TECHNICAL BID

Appendix-I

FORWARDING LETTER

Recent photograph of
BIDDER/CONTRACTOR

From...(full name & address of the
BIDDER/CONTRACTOR)_____

To,
The Chief Manager (CENTRE-IN-CHARGE),
Union Bank of India,
Staff Training Centre,
Plot No 16-A, Jagamara, Khandagiri
Bhubaneswar, Odisha-751030
Dear Sir,

1. I/We submit the Sealed BID for appointment as Contractor for providing catering services at the canteen of Staff Training Centre, Union Bank of India, Bhubaneswar for a period of two years.

2. I/We have thoroughly examined and understood all the terms & conditions as contained in the RFP document, Invitation to RFP, General Information to BIDDER/CONTRACTOR and its Annexure & Appendices and agree to abide by them.

3. 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 up to 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.

4. Demand draft/Pay order No _____ dated _____ drawn on the _____ for Rs _____ Rupees _____ (in words) is enclosed as Earnest Money. In the event of my RFP being accepted, I/We agree to furnish Security Deposit as stipulated in the RFP.

5. I/We do hereby declare that the entries made in the RFP and Annexures/ Appendices attached therein are true and also that I/We shall be bound by the act of my duly Constituted Attorney.

6. 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)

7. 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.

8 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.

9. I/We hereby declare that I/We have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment.

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

11. 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.

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.

(Signature of BIDDER/CONTRACTOR)

Appendix-II

UNION BANK OF INDIA
RFP FOR PROVIDING CATERING SERVICES AT STAFF TRAINING CENTRE,
UNION BANK OF INDIA, BHUBANESWAR
BID FORM - TECHNICAL DETAILS

01	Name of the Person / Firm/Company with email id & contact Number					
02	Constitution	Proprietary / Partnership / LLP/Limited Company / Others [Tick appropriate one]				
03	Name of the Proprietor/Partners / Directors etc.				Means - Rs. in lacs (IT Return/BS to be attached)	
	1.					
	2.					
	3.					
	4.					
	5.					
	6.					
04	Details of past experience in catering activity					
	Institution catered	Duration of contract	Exact Period of service	No. of people serviced per day	Types of Menu	Other details

05	Details of Catering / Canteen Contracts presently handled:					
	Institution catered	Duration of contract	Exact Period of service	No. of people serviced per day	Types of Menu	Other details
06	Number of persons presently employed					
	Cooks <i>[Give details of specialists such as Non-veg Cook, South & North-Indian Cook etc.]</i>			Asst. Cooks	Servers	Cleaners
07	Number of Employees proposed to be engaged for running the Canteen at Staff Training Center					
	Head Cooks <i>[Give details of specialists such as Non-veg Cook, South & North-Indian Cook etc.]</i>			Asst. Cooks	Servers	Cleaners
08	Whether paying the PF on behalf of employees			YES		NO
	If Yes, PF Code Number					
09	Whether employees are covered under ESI			YES		NO

	If so, ESI Code Number			
10	Details of Income-tax assessed			
	a. Whether assessed to Income Tax		YES	NO
	b. If yes, Income Tax assessed as per the latest order <i>[Please enclose xerox copy of the assessment order along with income tax return]</i>		Rs.	
11	Whether possessing a valid catering license If yes, attach a copy		YES	NO
12	Details of Earnest Money Deposit			
	DD No.	Amount - Rs.	Name of the Bank	

(Signature of BIDDER/CONTRACTOR)

=====

List of Documents Attached

- Forwarding Letter.
- Part – A Technical Bid with all its Annexure & Appendices.
- List of documents enclosed.

Document	Attached
a. Copy of Income Tax PAN Card	Yes/ No
b. Copy of Employees Provident Fund Registration No.	Yes/ No
c. Copy of ESI Registration No.	Yes/ No
d. Copy of GST Registration No.	Yes/ No
e. DD/Pay order/ECS of EMD of Rs10000/-	Yes/ No
f. Experience Certificate as per clause -3 of General Information to BIDDER/CONTRACTORS	Yes/ No
g. Attested copy of Deed of Partnership/LLP Agreement/ Memorandum of Association and Articles of Association/ By-laws/ Certificate of Registration etc. as applicable.	Yes/ No
h. Power of Attorney of person signing the RFP	Yes/ No
i. Copy of Audited Balance sheet for 3 years up to 31.03.2016 audited by Chartered Accountant and provisional of 31.03.2017.	Yes/ No
j. Copy of Trade License/Food License	Yes/No
k. Income tax return Assessment/Return for last 3 years	Yes/No

(Signature of BIDDER/CONTRACTOR)

Technical Bid – Criteria for selection

SL. NO.	PARAMATER	MAXI MUM MARKS	MARKS TO BE AWARDED
1.	Constitution	10	Company – 10, Proprietorship – 7, Partnership – 5, others-0
2.	Financial Means / Market Report	10	Latest annual turnover 50 lakhs & above – 10 20 lakhs & above – 7 10 lakhs & above – 5 Less than 10 lakh-0
3.	Type of Menu	10	Veg, Non Veg, South Indian, North Indian – 10 Veg, South Indian, North Indian – 7 South Indian, Veg – 5 other- 0
4.	Type of organization presently served	20	Public Sector & Government – 20 Private Sector – 10 Guest House, Educational Institution Hostels – 5 All others-0
5.	No. of persons served/ infrastructure	5	More than 50 persons – 5 More than 20 persons – 3 More than 10 persons – 2 Less than 10 persons -0
6.	Registration / EPF	5	Yes – 5 No – 0
7.	Income tax assessment/ dues	5	Assessed & No Dues – 5 Not Assessed, Dues - 0
8.	GST/ other Govt. dues	5	Assessed & No Dues – 5 Not Assessed, Dues - 0
	Sub Total of Pre-Inspection	70	
1	Quality of material / food	7.50	By assessing official out of 7.50
2	Service / Comfort Level / Courtesy	7.50	By assessing official out of 7.50
3	Taste	7.50	By assessing official out of 7.50
4	Neatness/ Hygiene	7.50	By assessing official out of 7.50
	Sub Total of Inspection	30	

Note: Bids scoring 50 out of 70 in pre inspection will be eligible for inspection of unit. Vendors who score Minimum 20 out of 30 in the inspection of unit and overall Minimum 70 out of 100 will be eligible for further processing and opening of Price Bid.

PART - B -----PRICE BID

The Chief Manager (CENTRE-IN-CHARGE),
Union Bank of India,
Staff Training Centre,
Plot No16-A,Jagamara
Bhubaneswar-751030
Odisha

Dear Sir,

1. I/We submit the Sealed BID for appointment as Contractor for providing catering services at canteen at Staff Training Centre, at Plot No 16-A, Jagamara , Khandagiri, Bhubaneswar-751030,Odisha. I/ We have thoroughly examined and understood all terms and conditions as contained in the RFP document, Invitation to RFP, General Information to BIDDER/Contractors and Instructions to BIDDER/Contractors, terms and condition of contract and its Annexure & Appendices and agree to abide by them.

2. I/We hereby offer to work at the rates quoted in the Price Bid which is for the items in the Annexure II.

3. I/We undertake to take responsibility of statutory liabilities to my workmen such as Minimum wages, EPF, ESI, EDLI etc. I/We will not get any reimbursement of wages, EPF & ESI and EDLI from Union Bank of India.

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

5. 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.

6. As required, No documents are being enclosed with Price Bid. Demand Draft/ Pay order/ECS No. _____ dated _____ drawn on the _____ for a sum of Rs. _____ (Rupees _____) is enclosed with the Technical Bid as earnest money. In the event of my RFP being accepted, I agree to furnish Security Deposit as stipulated in the RFP.

7. I/ we do hereby declare that the entries made in the RFP and its Annexures/Appendices 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 (CENTRE-IN-CHARGE), STC, Union Bank of India, Bhubaneswar.

Yours faithfully,

(Signature of BIDDER/CONTRACTOR)
(Capacity in which signing)

ANNEXURE-II

1. Name of the Person/
Firm/ Company :

2. PARTICULARS OF MENU

Details	Proposed Rates Per person per day. In Rs.	Details of Servings
Bed tea 6.30 – 7.30 am		<ul style="list-style-type: none"> Tea / coffee – 100 ml (with and without sugar) with biscuits of at least two varieties.
Breakfast Unlimited 8.15 -9.15 am		<ul style="list-style-type: none"> Fruits (seasonal) Toasted bread with Amul butter & jam alternating Egg preparation-omelets Or as sought by participants One prepared item like (idli/ vada/ masala dosa/ poori/ aloo paratha / chole bhatura Rava Idle etc with appropriate side dishes like chutni, sambar, bhaji, achar and dahi) Corn flakes with milk, Tea / coffee/ milk (with and without sugar)
Forenoon tea 11.15 – 11.30 am		<ul style="list-style-type: none"> Tea / coffee – 100 ml (with and without sugar), biscuits of at least Two varieties
Lunch Unlimited 1.15 to 2.00 pm		<ul style="list-style-type: none"> One indian bread item like phulka/ tava roti etc., Dal / dal fry Two vegetable Subji (one dry, one gravy) One green Vegetable and one Paneer/ Mushroom/Chhole etc Rice (plain) Fruits
Afternoon tea 3.30 – 3.45 pm		<ul style="list-style-type: none"> Tea/ coffee – 100 ml (with and without sugar), biscuits of at least two varieties
Evening tea/coffee/s nacks 5.30-6.00 pm		<ul style="list-style-type: none"> One prepared item like bhajia/dal vada /pakoda/ samosa/ Allochap 100 grams Tea/coffee – 100 ml (with and without sugar)

