



**CANARA BANK PREMISES & ESTATE SECTION
GENERAL ADMINISTRATION WING HEAD OFFICE BENGALURU**

**TENDER DOCUMENT FOR SELECTION OF CONTRACTOR FOR RENDERING
EXECUTIVE CANTEEN SERVICES AT HEAD OFFICE, J C ROAD, BENGALURU**

TENDER REFERENCE NO: RFP/P&E/01/02/2022

DATE OF TENDER ISSUE: 21.02.2022

THIS TENDER CONSISTS OF TWO BIDS:

PART I : TECHNICAL BID

PART II : PRICE BID



INDEX

S.No.	Contents	Page
1.	Notice Inviting Tender	3-5
2.	Annexure 1 : Scope of Work & Eligibility Criteria	6-7
3.	Annexure 2 : Selection Process	8-9
4.	Annexure 3 : General rules & Instructions to Tenderers	10-14
5.	Annexure 4: General Conditions of Contract	15-22
6.	Annexure 5 : Facilities provided by the Bank to the Canteen Contractor	23-23
7.	Annexure 6 : Details of various items to be supplied by the Contractor	24-26
8.	Annexure 7 : Contract Agreement Format	27-28
9.	Annexure 8 : Indemnity Bond	29-29
10.	Annexure 9 : Bank Guarantee format for Initial Security Deposit	30-31
11.	Annexure 10 : Integrity Pact Format	32-38
12.	Annexure 11 : Address of Head Offices & Head Offices Annex Buildings with number of staffs	39-39
13.	Application : Technical Bid	41-44
14.	Checklist for Enclosures	45-45
15.	Tender Offer	46-47
16.	Certificate of Conformity	48-48
17.	Self Declaration	49-49
18.	Price - Bid	50-50



NOTICE INVITING TENDER (NIT)

Canara Bank, Premises & Estate Section, General Administration Wing, Head Office, Bengaluru invites sealed tender for the work mentioned below:

1). Name of the work:

To carry out Canteen services for Executives at Canara Bank, Head Office, 112 JC Road, Bengaluru.

2). Earnest Money Deposit (EMD) Amount:

Rs.1,50,000/- by way of Demand Draft drawn in favour of "Canara Bank, Head Office, payable at Bengaluru obtained from any scheduled Bank (in a separate sealed cover), super-scribing 'EMD for selection of Contractor for carrying out Canteen services at Canara Bank, Head Office' and the same should be submitted along with Technical Bid. However, those who have exemption certificate from NSIC/Similar Government authorities as per provision of MSME Act will be exempted from submission of EMD subject to the submission of valid document/certificate to that effect.

3). Initial Security Deposit (ISD) Amount:

Rs.1,50,000/- by way of Demand Draft drawn in favour of "Canara Bank, Head Office, payable at Bengaluru from any scheduled Bank or by way of Bank Guarantee (as per Annexure 9) obtained from any scheduled Bank other than Canara Bank valid for 36 months will be submitted by the successful tenderer within one week from the issue of Contract/Work order. ISD amount is inclusive of EMD Amount, So the total ISD amount is Rs.3,00,000/-

4) DD Liquidation - If Successful Bidder is willing to pay Rs.3,00,000.00 through Bank Guarantee itself, it can be accepted and subsequently EMD amount of Rs.1,50,000.00 shall be returned.

5). Time for Commencement of work: Immediately from the date of execution mentioned in the work order.

6). Proposal Format and Submission Procedure:

Two Bid System shall be strictly followed. Technical Bid and Price Bid have to be submitted separately. Joint bids will not be accepted by the Bank.

Each Tenderer has to necessarily fulfill the eligibility criteria stipulated and the terms of two bid system should be strictly adhered to. The Tenderer will have to go through four stages of process viz.

Stage - 1: Technical Assessment based on eligibility criteria and documents submitted.

Stage - 2: Site visit (existing facility/s of the tenderer in Bengaluru city limits) by a team/ Committee.

Stage - 3: Live Demo

Stage - 4: Opening of Price Bid.



Tenderers should first qualify in Stage 1 and Stage 2 to become eligible for consideration for Stage 3 & Stage 4.

Sl No	Item Description	Reference
1	Scope of Works and eligibility Criteria	Annexure 1
2	Selection Process	Annexure 2
3	General rules and instructions to Tenderer	Annexure 3
4	General Conditions of Contract	Annexure 4
5	Facilities Provided by the Bank to the Canteen Contractor	Annexure 5
6	Details of various items to be supplied by the Contractor	Annexure 6
7	Contract Agreement Format	Annexure 7
8	Indemnity Bond Format	Annexure 8
9	Bank Guarantee format for Initial Security Deposit (ISD)	Annexure 9
10	Integrity Pact	Annexure 10
11	Address of Head Office, Head Office Annex Buildings & other Offices in Bengaluru with number of Staff	Annexure 11

After ensuring the above, the Tenderers need to submit their bids as described under 'Envelope-A and Envelope-B' as detailed below:

Sl No	BID DOCUMENTS
A.	Technical Bid - ENVELOPE - A
1	Application
2	Check List for Enclosures
3	Tender offer
4	Certificate of Conformity
5	Self Declaration
B.	Price Bid - ENVELOPE - B
1	Price Bid

Sealed envelope containing Technical Bid and Price Bid in separate envelopes should be super scribed "Technical Bid for providing Canteen Services at Canara Bank Head Office/ Price Bid for providing Canteen Services at Canara Bank Head Office". Both the envelopes should be kept in one envelope super scribed on top "Tender for Selection of Tenderer for providing Canteen Services at Canara Bank, Head Office, Bengaluru" addressed to the Bank clearly indicating Tenderer address and contact details -



DETAILS OF THE TENDER:

PARTICULARS	DETAILS
Date of Issue of Tender	21.02.2022
Earnest Money deposit	Rs.1,50,000/-
Initial Security Deposit	As per Clause 28 & 29 of General rules and instructions to Tenderer
Period/Validity of Contract	3 years from the date of agreement
Date of Pre bid meeting	04.03.2022 at 3.00 PM
Last date and time for submission of the tender	14.03.2022 upto 3.00 PM
Date and time of Opening of the Tender - Technical bids	14.03.2022 at 3.30 PM
Date of opening of Price Bid	Date and time will be informed to the Qualified Tenderer. The communication will be sent through letter or e-mail.
Contact No.	080- 22275664/ 080-22238819

Note:

Tender documents should be handed over to Canara Bank, Premises & Estate Section, General Administration Wing, Head Office, Bengaluru before stipulated time on the due date. Any tender submitted after stipulated date and time will not be accepted.

Bid will be opened in the presence of Tenderers or its authorized representatives who choose to attend. In case bid opening day happens to be holiday, the bid will be opened on the next working day of the Bank.

DD for EMD should be enclosed with the Technical Bid only. Technical Bids without the relevant documents and DD shall be rejected.

A copy of the tender document could also be downloaded from www.canarabank.com → Tenders → Announcements.

Place: Bengaluru Date:

22.02.2022

Sd /-
DEPUTY GENERAL MANAGER
GENERAL ADMINISTRATION WING
HEAD OFFICE



ANNEXURE 1

SCOPE OF WORK & ELIGIBILITY CRITERIA

Scope of works:

Canara Bank has established, Executive Canteen for catering of Lunch / snacks / coffee / Tea etc for its Executive employees numbering around 300 working under Head Office, Circle Office, Regional Offices and other offices at various places in Bengaluru (As per Annexure 11). This information is only indicative for purpose of man power requirement.

Labour deployment details needs to be furnished in Technical bid like cook, caterer boys, Supervisor etc.

Bank invites tenders from reputed agencies for providing canteen services in Head Office, Head Office Annex buildings, Circle Office, Regional Offices and other offices (As per Annexure 11). The kitchen equipment provided is basically induction/gas based and the caterer should be well experienced in use of such equipments.

Eligibility Criteria:

No	Criteria	Documents Required
1.	The Firm/Company should have minimum 5 years of experience of providing canteen services continuously preceding to 01/01/2022 in Government offices/ PSUs/ PSBs/ Private & Public limited Companies for a minimum strength of 150 members.	Work Order copies /client certificates from 2016 onwards, clearly indicating the staff strength of the office where canteen service is provided (Including address of office) and period of service.
2.	The Firm/Company must have at least one canteen presently running within Bengaluru city limits for the last one year as on 01/01/2022.	Address where Canteen Services are provided.
3.	The Firm/Company should have annual turnover of minimum one crore for the last three financial years till 31/03/2021 (FY 2017-18, FY 2018-19, FY 2020-21)	Documents supporting the annual turnover amount like Audited Balance sheet, Profit & Loss statement, CA Certificate (form CA who has audited the Firm/Company).
4.	The Firm/Company should have positive net worth.	Supporting documents like Balance sheet, Profit & Loss statement.
5.	The Firm/Company should not be a loss making one and should have operating profit for the last three years i.e. FY2018-19, FY2019-20 and FY2020-21.	Supporting documents like Balance sheet, Profit & Loss statement.



DOCUMENTS TO BE SUBMITTED BY THE TENDERER :-

1. Copy of PAN and GSTIN Certificate of the Firm/Company.
2. Copy of FSSAI License for running the Canteen.
3. Copy of Trade License.
4. Copy of Labour License



ANNEXURE 2

SELECTION PROCESS

The Tenderers will have to go through four stages of process viz.

Stage 1 - Technical Assessment based on eligibility criteria and documents submitted.

Stage 2 - Site Visit

Stage 3 - Live Demo

Stage 4 - Price Bid

Marks will be awarded in each stages to the tenderers on the following aspects:-

1. **Technical Bid** : Maximum 60 Marks

Stages 1 to 3 will be evaluated for awarding marks under Technical bid.

I. **Experience** : Maximum 30 marks.

A minimum of 5 years of experience is mandatory for a Tenderer to apply for the Canteen Tender. Tenderers should be presently serving for a minimum strength of 150 members continuously for the last 5 years as on 01/01/2022.

The marks for experience will be allotted as follows:

a. **For general experience of 5 years - 10 Marks**

Tenderers should be presently serving for a minimum strength of 150 members continuously for the last 5 years as on 01/01/2022.

b. **For experience of more than 5 years with Govt./ PSUs/ PSBs/ Private & Public Limited Companies - Maximum 20 Marks.**

For experience of more than 5 years, Tenderers should have served a minimum strength of 150 members.

Presently Serving for	Marks
150 & above members in Govt./PSUs/PSBs/Private Public Limited Companies.	For each year of experience 1 mark (Maximum 20 marks)
150 & above members in Private Limited	For each year of experience - 1mark (Maximum of 10 marks)

II. **Site Visit** : Maximum 20 Marks; Minimum 10 Marks to be scored

The members of canteen committee will visit / inspect the sites of the tenderers who are emerging successful in the first stage of technical bids as mentioned above and marks will be awarded accordingly.

Criteria	Marks
Hygiene & maintenance of the premises	10
Quality of the food provided	5
Managing capacity	5



- Tenderer has to arrange for Site visit and has to secure a minimum of 50% marks i.e. a minimum of 10 marks, otherwise the tender will not be shortlisted for opening of price bid. The site proposed for the visit shall be within Bengaluru city limits.

III. **Live demo** : Maximum 10 Marks.

Tenderers qualifying in first two stages has to perform demo before the members of canteen committee. Members of the committee will check the quality and taste of food.

- Venue for live demo will be informed at a later date.

2. **Price bid** : Maximum 40 marks.

- a. Marks will be awarded on sum of all the quoted rates of listed items as mentioned in the Price Bid.
- b. Tenderer who quotes lowest rate will be awarded 40 marks. For remaining Tenderers proportionate rates will be awarded.

Note :

1. The aggregate of the marks scored for Experience, Site visit, live demo and the price quoted for food items will be taken and the canteen contract will be awarded to the tenderer securing maximum total marks.
2. **Canteen Committee** - Bank has formed a Committee for Executive Canteen for reviewing and monitoring the performance of Canteen. There are ten members in the Committee. All the members will award marks in Stage 2 i.e. Site Visit and Stage 3 i.e. Live Demo. Average of marks allotted by each members will be awarded to Tenderers in each of these two stages.



ANNEXURE 3

GENERAL RULES AND INSTRUCTIONS TO TENDERER

1. The documents consisting of Notice inviting the tender, Scope of work & Eligibility criteria, General rules and instructions to tenderer, Method of selection, conditions of contract, Application Format, Price bid can be collected between the dates mentioned in the Notice Inviting Tender (NIT) during the working hours except on Sundays, second & fourth Saturdays and Public Holidays from Canara Bank, Head Office, Premises & Estate Section, Ground Floor, 112, JC Road, Bengaluru - 560 002 OR alternatively tender documents can be downloaded from the banks web site www.canarabank.com & NIC website: <http://eprocure.gov.in>
2. The tender is "TWO BID CONCEPT" and it has to be submitted as such.
3. The first envelope should contain all the components of Technical Bid as detailed in the NIT with all supportive documents duly signed on all the pages other than the Price aspects along with Earnest Money Deposit's DD. The envelope shall be sealed & super scribed as "Technical Bid for providing of canteen services at Canara Bank, Head Office Building, 112, JC Road, Bengaluru".

Tenderer should note that Price bid aspects of the offer should not be disclosed in any way, in the technical bid/ first envelope and such technical bids consisting Price bids are liable for rejection.

4. The second envelope should contain the Price Bid i.e., the Priced Bill of Quantities and shall be super scribed as "Price Bid for providing canteen services at Canara Bank" and should be sealed and submitted. This envelope should contain duly filled in cost details (enclosed in the offer document) with values written in words and figures.

The two covers containing the Technical Bid and the Price Bid should be placed in a separate third cover mentioning on the face of the cover "Tender for Selection of Tenderer for providing Canteen Services at Canara Bank, Head Office, Bengaluru".

5. The sealed offers should be submitted to Canara Bank, Premises & Estate Section, General Administration Wing, Head Office, Ground Floor, 112, JC Road, Bengaluru **on or before 14.03.2022 by 3.00 pm**. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of NIT the next working day will be deemed to be the last day for submission of the offer. No offer will be accepted by email or FAX.
6. The First envelope (Technical bid) will be opened in the said office on 14.03.2022 at **3.30 pm**.
7. The price bids of the agencies meeting the eligibility criteria only will be considered and opened on a convenient date with due intimation to the Tenderers emerging successful in the Technical bid.



8. **INTEGRITY PACT:** Integrity Pact format is enclosed as Annexure -10. The same to be duly filled in a non judicial stamp paper of Rs 200/- and submitted along with offer. Name & details Independent External Monitor (IEM) identified for this Tender/RFP are as under:

a) Rakesh Jain, IA&AS - rakeshjain18@hotmail.com

b) D R S Chaudhary - dilip.chaudhary@gmail.com
9. **Indemnity** format is enclosed as Annexure - 8. The same to be duly filled in a non judicial stamp paper of Rs 200/- and submitted along with offer.
10. Only those tenderers, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the tendering process. Those bids/ tenders which are not containing the above pact are liable for rejection. Integrity pact and Indemnity shall be signed by the person who is authorized to signed the Bid.
11. Offer shall be submitted on prescribed Form only i.e. as per documents issued/downloaded from website have to be duly filled and submitted and no other format shall be used, except for Proformas which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form part of contract. Offer in any other format other than that prescribed in this document shall be liable for rejection.
12. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the Bank.
13. The Bank's decision in the selection process is final and Bank will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The acceptance of an offer will rest with the Bank which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.
14. Offers which are incomplete in any respect are liable to be rejected.
15. Canvassing in connection with tenders is strictly prohibited and the offers submitted by the applicants who resort to canvassing will be liable for rejection.
16. The applicant shall furnish the list of his relatives working in the Canara Bank/list of retired Canara Bank employees employed with him.
17. The Tenderer or their authorized representative is requested to be present during the opening of the bids. This is optional. Bank will proceed with opening of the technical bids on the stipulated date & time unless otherwise modified.
18. It will be obligatory on the part of the Tenderer to tender and sign the offer documents for all the component parts.
19. The successful Tenderer shall execute the agreement (Annexure 7) on a stamp paper of appropriate value within 14 days from the date of acceptance of the offer, and until a formal agreement on stamp paper is prepared and signed, this offer document along with the correspondence shall constitute a binding contract between the tenderer and the Bank.
20. Conditional offers shall be rejected.



21. The Tenderer shall inspect the site to ascertain the site conditions, constraints and any other information required for making the offer. For any assistance for visiting the site intending applicants may contact **Manager, Premises & Estate Section, Canara Bank, Head Office, 112, JC Road, Bengaluru, Telephone 080- 22275664/ 080- 22238819.**
22. During the course of technical evaluation if found necessary the Bank may seek supplementary details and the same shall be submitted within the stipulated time. Non - submission of such details in time may render such applications for disqualification from further evaluations.
23. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, or site visits will be reimbursed by the Bank.
24. Documentary proof with respect to the Eligibility criteria shall be furnished along with the application form. In this regard, copies of the work orders and certificates obtained from clients and or such other documents shall be submitted. Incomplete applications or applications without proper proofs for establishing their credentials will be liable for rejection and no correspondence will be entertained in this regard. The authorised person of the firm/ company shall sign in all the pages of the application with seal of the firm/ company.
25. Applications received after the due date and time are liable for rejection.
26. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
27. The rate should be quoted in figures as well as in words in Indian Currency only.
28. In case the rate quoted in figures differs from those quoted in words, the rates quoted in words will be taken as the tendered rate and shall be binding on the tenderer.
29. The tenderer shall note that the rate quoted shall be exclusive of all taxes and inclusive of expenses of all types of Work force/ Manpower (by following Labour Laws scrupulously as per government guidelines) and expenses pertaining to the transportation to various locations in Bengaluru (As per Annexure 11), lifting, shifting, serving to all Executive cabins etc., and no claim for enhancement of quoted rates on any account shall be considered.
30. The tenderer shall deposit a sum of **Rs. 1,50,000/-** (Rupees One Lakh Fifty Thousands only) as Earnest Money Deposit along with the tender document. This EMD (Earnest Money Deposit) shall be in the form of demand draft from any nationalized bank or from a scheduled bank drawn in favour of Canara Bank, Bengaluru. No interest shall be paid on the EMD.
31. In addition to Earnest Money Deposit, the final successful Tenderer shall submit Initial Security Deposit of Rs.3,00,000/- (Rupees Three Lakhs only) within one week from the issue of Contract/ Work Order. This ISD (Initial Security Deposit) shall be in the form of demand draft from any nationalized bank or from a scheduled bank drawn in favour of Canara Bank, Bengaluru or by way of Bank Guarantee (Annexure 9) from any scheduled Bank other than Canara Bank valid for 36 months. No interest shall be paid on the ISD.
32. EMD amount of the final successful tenderer shall be retained as a Security Deposit for a period of three years. EMD and ISD amount can be returned during the contract period on submission of Performance Bank Guarantee (Annexure 9) from other than Canara Bank for Rs.3,00,000/- till the contract period.



33. The offer will be valid for a period of 90 days from the date of opening of tender.
34. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bank, then the EMD submitted shall be forfeited.
35. Tenderer has to arrange for site visit and has to secure a minimum of 50% marks i.e. a minimum of 10 marks, failing of which the tender will be disqualified.
36. All the parts of this tender documents i.e., Tender Notice, General rules and Instructions to tenderers, Priced bill of Quantity, offer letter, General conditions of contract, and all other parts shall form a part of the contract document.
37. The EMD of unsuccessful tenderers shall be returned within 30 days after award of work.
38. Contractor should observe utmost economy in use of electricity and water.
39. The daily menu shall be as approved by the Canteen Committee/ Dietician and the same shall be strictly complied.
40. Bank shall provide adequate number of crockery items and other utensils initially against acknowledgement of the contractor and it shall be the responsibility of the contractor to maintain the items in good condition at all point of time. Any damage/breakage/loss in the number of items provided by the bank shall be replaced by the contractor with the same make at his own cost. In case the contractor fails to replace the damaged/broken/missing items, bank shall replace such items and recover the cost from the payment due to the contractor.
41. The contract is valid for 36 months and performance will be reviewed in every quarter by the canteen committee. The contract is subject to annual renewal as per discretion of Bank thereafter. In case of unsatisfactory performance during the review period, the Bank shall terminate the contract at any point of time without prior notice.
42. The price quoted by the Tenderer will be applicable for 3 years or the contract period. Bank may at its sole discretion enhance/decrease the price depending on annual inflation rates on commodities under groceries and minimum wages payable by consultation with the Contractor at the end of first and second year.
43. The selected contractor shall at his own cost, have to comply with the rules of BBMP Labour Enforcement office and other statutory bodies. The proof of compliance need to be submitted to the Bank within one month from the date of taking over.
44. The contractor needs to employ his own staff for the purposes of cooking, serving and washing and such employment should conform to the labour act presently in force and in future till the contract period.
45. The successful tenderer should prepare food only in the Kitchen provided by the Bank. Transportation of food items to any other places other than Annexure 11 is prohibited.
46. The successful tenderer should keep the Canteen premises neat and clean and should bear the expenses of cleaning materials required for the same.
47. All the records pertaining to Canteen shall be maintained upto date and shall be made accessible to the Bank.



48. The payment of Canteen shall be made on monthly basis against bills certified by the respective wings/sections.
49. The Contractor should maintain a register to record the daily consumption of lunch and snacks and same should be produced along with the bills.
50. The Contractor should ensure a proper background check of all the workers employed by him and should inform the Bank as and when changes happen. Credentials of all workers are to be ensured to the satisfaction of the Bank and records of credential verification are to be submitted to the Bank.



ANNEXURE 4

GENERAL CONDITIONS OF CONTRACT

Required facilities will be provided by the Bank like premises, furniture, induction / gas based cooking equipments, utensils, crockery, cutlery and necessary kitchen equipments etc. The Contractor's main responsibilities will be supplying food materials, labour, compliance of statutory requirements and providing efficient service, etc.

1. DEFINITIONS/ INTERPRETATIONS

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

- a) The 'Contract' means the documents forming the tender and acceptance thereof and the agreement duly executed between the Employer and the Tenderer, together with the documents referred to therein including those conditions, the specifications, schedule of quantities, tender agreement and instructions issued from time to time by the Officer-in-Charge. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The 'Tenderer' or 'Supplier' or 'Contractor' shall mean the individual Karta, or Manager of HUF, firm or Company, whether incorporated or not, undertaking the works and shall include the legal heirs/ representatives of such individual or the partners of firm and their legal heirs and successors, or company's authorised and constituted attorneys/ agents and permitted assignees of such firm or company.
- c) The 'Employer' or 'Bank' means any officer of the Canara Bank, who is specifically authorized to enter into contracts in respect of the above works.
- d) Officer In charge: The designated employee of the Bank, assigned with powers to enter into contract.
- e) Canteen Committee: The committee comprising of the Officer In charge and other staff representatives, assigned with powers to decide on the menu and also the quantity.
- f) 'Contract Price' shall mean the final accepted rates in Price Bid hereto.
- g) 'Date of Contract' means the Calendar date on which the Employer and Contractor have signed the Agreement on the stamp Paper.
- h) 'Approval' wherever used in the specifications or schedule of Quantities shall mean, respectively, approved by or approval of the 'Accepting Authority' in writing.



2. SCOPE OF WORKS : CANTEEN SERVICES

2.1 If the contract is awarded, the Contractor shall prepare and serve fresh and wholesome “meals, snacks, beverages, cut fruits, fresh fruit juices and water bottles (Items list as per Annexure 6)” to the Executive employees of the Bank at various places (As per Annexure 11) at Bengaluru and such other places as approved by the Bank, during the contract period.

2.2 MENU & QUANTITY

The meals and snacks to be supplied by the Contractor shall be in fixed quantities as approved by the Bank. **The list of food approved is provided in Annexure 6. The Contractor shall not prepare or serve any other item without the prior approval of the Bank.** A schedule of daily menu with alterations or additions in the service items decided based on the recommendations of the Canteen Committee/ Dietician and communicated to the Contractor through Officer-in-Charge, shall have to be strictly followed by the Contractor.

2.3 QUALITY OF RAW MATERIALS AND FINISHED PRODUCTS

The food shall be good, wholesome and of best quality as approved by the Bank. Before using the raw materials and other ingredients for cooking, the Contractor shall ensure their quality and wholesomeness. The Bank through its authorised representatives shall have the authority to carry out test checks at their convenience of the raw materials, ingredients used for cooking, cooking arrangements and the finished eatables and will have absolute right to reject the cooked or raw items if they do not meet the required standard at its sole discretion and the same would be destroyed at the cost of the Contractor.

2.4 SERVICE POINTS & TIMINGS

The Contractor shall be required to provide canteen services in the canteen premises, other floors and also at various Head Office Annex Buildings and other offices (As per Annexure 11) situated in Bengaluru, if specifically asked by the officer in charge on all the working days including Sundays, second & fourth Saturdays and Public holidays if required due to administrative exigencies.

The Contractor is required to provide services for meetings, interviews, trainings and other official occasions at rates as would be finalized mutually, for which no extra maintenance/ labour charges would be payable. Notwithstanding anything hereinafter contained, the Bank will have the right to use the Canteen Hall at any time on all days including holidays at any time, as may be required.

Contractor shall serve the tea/coffee at the work station 2/3 times daily and as and when called for in the Executive cabins/ conference halls. Also the contractor shall serve various cut fruits / fruit juices to all Executive cabins time to time stipulated by canteen committee.



Timing of Canteen Service:

1. Lunch - Lunch is to be served between 1.00 PM to 3.00 PM.
2. Evening Snacks - It is to be served between 4.30 PM to 6.00 PM.
3. After serving Evening Snacks, plates are to be collected from all Cabins before 6.30 PM

3.0 CONTRACTOR'S OBLIGATIONS

- 3.1 The Contractor shall be responsible for the proper upkeep and maintenance of the canteen premises, furniture and fixtures, cooking and serving utensils, cutlery, kitchen equipments etc. When materials supplied by the Bank becomes unserviceable and if these are to be replaced by the Bank, the same would only be replaced against the return of the unserviceable materials by the Contractor, otherwise the cost of such materials shall be borne by the Contractor.
- 3.2 For any damage, breakage or loss of any equipment or property of the Bank, the Contractor shall have to replace the same at his own cost failing which the amount will be recovered from his security deposit or from other dues as payable to him by the Bank.
- 3.3 The Contractor shall keep a proper inventory of the items placed at his disposal by the Bank and the same shall be verified by the Contractor along with the representatives of the Bank.
- 3.4 The Bank reserves the right of free access through its authorized representative(s) to inspect the Canteen, Stores, Equipments and food for ensuring their wholesomeness, cleanliness, quality and quantity at all times without any prior notice.
- 3.5 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, drainage system are washed and cleaned in hygienic way as directed by the Officer-in-Charge or any other authorised representative.
- 3.6 The Contractor shall not use or allow to be used the Canteen premises or any part thereof for dwelling purposes and shall not allow any outsiders to loiter in and around the building without valid authority.
- 3.7 The Contractor shall also not use or allow to be used any facility, appliances, equipment provided by the Bank to him for any purpose other than providing canteen services as per the Bank's requirement.
- 3.8 The Contractor shall not, without prior consent in writing by the Bank assign or sublet the contract or any part thereof to any other party provided that it shall not relieve the Contractor from any obligations, duty or responsibility under the contract.
- 3.9 The Contractor shall arrange for Pest Control services for rodents, cockroaches, flies etc regularly and shall bear the charges for the same. Bank will not entertain any reimbursement in this regard.



3.10 The Contractor shall not bring food from outside and shall not supply food apart from Head Office buildings and offices which are mentioned in Annexure 11.

3.11 The Contractor shall arrange for cooking gas for the purpose of preparing food items and expenses in this regard shall be borne by the Contractor.

4.0 MANPOWER & WAGES

4.1 The Contractor shall make regular and full payment of wages / salaries and other payments to the employees and furnish necessary proof, as and when demanded by the officer-in-charge of the Bank/ concerned department of Central, State and local government agencies.

4.2 The Contractor shall be responsible for the compliance with applicable laws or which might become applicable, rules and regulations relating to Contract Labour (Regulations & Abolition) Act, 1970, Shops & Establishments Act, Factories Act, 1948, Employees Provident Funds & Misc. Provisions Act, 1952, Payment of Gratuity Act, 1972, Payment of Bonus Act, 1965, Payments of Wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, ESI Act 1948 or such other Acts, laws or regulations passed by the Central/States, Municipal & Local Government, agency or authority.

4.3 The Contractor shall give advance intimation to the Officer-in-Charge indicating the time, date and venue about payment of wages. The Officer-in-Charge or his authorised representatives will witness the payment of wages and shall record the following certification in the wage register. "Certified that salary for the month of ____ has been disbursed on ____ to the canteen Contractors' workers by the Contractor in accordance with the wages specified in Minimum Wages Act".

4.4 The Contractor shall also be liable to pay P.F. contribution, leave, salary etc and shall be liable to observe statutory working hours. The contractor shall note that neither the contractor himself, nor the persons employed by him shall have any right or privilege for employment benefit from the bank, nor they can make any claim in this regard.

4.5 Proper records shall be maintained by the Contractor with respect to the above acts and such other acts as may be applicable to Contractor's working and his workmen which would be subject to check from time to time, by the Officer- in- Charge.

4.6 The optimum Manpower requirement in the canteen may vary from time to time for efficient and timely catering covering all categories of personnel required to be provided for canteen services, for which the contractor must, at all times maintain the needed manpower on shift basis. For any increases in manpower for efficient running of the canteen services, the Contractor shall not be entitled to additional remuneration.

4.7 The Contractor shall maintain a register showing names and addresses of the persons engaged along with photographs of each person and shall produce the same for inspection on demand by Officer-in-Charge or such other persons so authorised by the Bank.

4.8 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 shall exhibit prominently during working hours. The canteen staff shall also be liable for search on entry / exit.



- 4.9 The Contractor shall ensure that all canteen employees, during their working hours, wear proper and clean uniform as prescribed by the Bank.
- 4.10 The employees of the Contractor should be subjected to medical examination twice in a year at Contractor's cost by the Medical Officer nominated by the Bank. The employees should be free from all communicable, contagious infections and other diseases. In the event of any employee of the Contractor being found medically unfit, the Contractor shall arrange to replace him. Contractor has to submit medical certificate as and when required.
- 4.11 Nothing contained herein shall be construed to create a monthly tenancy or create any such interest in favour of the Contractor or their partners / representatives / employees in respect of Canteen or the premises used by the Contractor in connection with or for the purpose of this agreement.
- 4.12 On termination of this agreement, the Contractor shall discontinue to use and handover vacant and peaceful possession of the Bank Premises of the said Canteen or other premises together with the fixtures, equipments and articles in good condition to the Bank.

5 CONTRACTOR'S LIABILITY TOWARDS INDEMNITY

- 5.1. The Contractor shall indemnify the Bank for any loss occurred to the Bank by any act of commission & omission made by the contractor & or its employees and it includes against any claim under the Payment of Wages Act, 1936, and/or the Minimum Wages Act, 1948, Workman's Compensation Act, Factories Act or any statutory obligations arising out of any other Act or Acts or on behalf of any person employed by him.
- 5.2. The Contract shall be in force for the period of 3 years stipulated in the contract and on the expiry thereof, it will be deemed to have been terminated automatically. Further, the contractor will not have any right either contractual or equitable to demand any fresh contract for another term or to continue the same for any period.
- 5.3. The contract will be initially for a period of three years and may be extended / renewed as per the terms mutually decided by both the parties. On renewal, a fresh contract shall be executed and security deposit shall be retained till the validity of the contract.
- 5.4. In the event of any dispute arising out of the clauses mentioned above, the same shall be referred to the General Manager, General Administration Wing or any officer whom the General Manager may appoint for decisions and his decision shall be final and binding on both the parties.

6 MATERIALS

Contractor shall purchase and keep the required raw materials stock for the preparation of various items, including the controlled items of good quality at his own cost. Contractor shall abide by the local Government laws relating to stocking of food grains, sale of food etc. and shall obtain the necessary licenses from the Competent Authority, wherever applicable. The Bank at its discretion through its authorised representative may check the stock position of all the items to see that the above is being complied by the Contractor.



7 MISCELLANEOUS

- 7.1. Contractor shall maintain the canteen and all pantries in clean and hygienic conditions. If the Contractor fails to engage sufficient staff for this purpose, the Bank will engage the staff on behalf of the Contractor at his risk and cost.
- 7.2. Contractor shall not exhibit or cause to be exhibited in the canteen premises any printed or written notices or advertisements of any kind, whatsoever except notices related to the working of the canteen, without the prior permission of the Bank.
- 7.3. The Bank reserves the right to deduct any amount that becomes payable by the Contractor in respect of the labour being employed by him for executing the job awarded, under any Act, or rules framed there under and in force from time to time. The same shall be recovered from bills payable to the Contractor as debt recoverable.
- 7.4. The Contractor shall undertake to provide comprehensive accident insurance policy coverage in respect of every employee employed by him. Contractor shall satisfy the Management of the same within the time prescribed by the Management but before the actual commencement of the job awarded to him.
- 7.5. Contractor shall ensure that none in his employment is allowed to sell meals, snacks etc to outsiders by accepting cash; in the event of any employee being found selling meals, snacks etc to unauthorised persons, by accepting cash the Contractor shall remove such person on the instruction of such officer authorised by the Bank.
- 7.6. Contractor shall ensure that peace and order is maintained in the canteen and if peace and order in canteen is disturbed due to lapse on the part of the contractor, a penalty of Rs.1000/- for such lapse leading to disturbance of peace/order may be imposed by the Bank.
- 7.7. If the Bank finds that the Contractor is misusing the facilities provided by the Bank for running the canteen for any other purpose not covered under the contract, the Bank will be free to levy penalty which may extend to Rs.5000/- or more per occasion.
- 7.8. If, on inspection, it is found that that the quantity / quality of meals/snacks / Fruits etc., served is not as per the norms laid down by Bank, a penalty upto Rs.1000/- may be imposed by the Bank for every such occasion.
- 7.9. Contractor would ensure that all the canteen staff employed by him would behave courteously and decently with employees of the Bank and also ensure good manners.
- 7.10. In the event of the Contractor suspending or abandoning canteen services without giving prior notice to the Bank, without handing over charge of the canteen materials entrusted to him by the Bank, the whole of security money and other dues payable to him shall stand forfeited to the Bank and he shall also be liable for such legal action deemed fit and proper for breach of contract and towards the loss of various accessories and furniture entrusted to the contractor.
- 7.11. The Officer in charge would be the final authority regarding Imposition of penalty under various circumstances as enumerated above. His decision shall be final and binding on the contractor.



8.0 AGREEMENT : The successful tenderer will have to enter into an agreement with the Bank as per the format enclosed within 14 days after acceptance of the tender by the Bank.

9.0 SECURITY DEPOSIT: The successful tenderer will have to deposit a security deposit of Rs.3,00,000/- (Three Lakhs rupees only) and the same shall not carry any interest.

10.0 TERMINATION OF CONTRACT

If it is found that the quality of items supplied by the contractor and/or the services rendered are unsatisfactory or that the contractor has violated any terms and conditions of the contract and agreement, then in that event, the Bank will be entitled to terminate this contract, at any time without assigning any reasons whatsoever and without notice.

If at any stage during the period of the Contract any case involving moral turpitude is instituted in a Court of Law against the contractor or his employees, the Bank reserves the exclusive and special right for the termination of the contract and the contractor shall not be entitled to any compensation from the Bank whatsoever.

11.0 GENERAL

11.1 Contractor shall adhere to safety practices and avoid hazardous and unsafe working conditions and shall comply with the safety rules in force from time to time.

11.2 The canteen premises will be in possession of the Bank and the Contractor is permitted to enter the premises to run the canteen only. If at any time the contract is terminated or the contract comes to an end or if the Bank decides that the contractor should not be allowed to run the canteen, in that event, the Bank will be entitled to restrain the contractor from entering the building premises as well as the canteen premises. The contractor will have no right or interest in the canteen premises and other items given by the Bank.

11.3 Contractor shall use the canteen only for the purpose of this agreement / contract and he shall not make any structural additions or alterations to the same.

11.4 Contractor shall work under the supervision of the Premises & Estate Section, General Administration Wing, Head Office and such other authorised officers of the Bank as may be nominated from time to time.

11.5 The Contractor and his workmen will be subject to police verification regarding their antecedents.

11.6 The contractor should not have been black-listed by any Government or Private Organization.

11.7 The contract will not be given to any bidder for just being L-1. The capacity / experience / desired quality will also be considered.

11.8 The offer containing erasures or alterations will not be considered. There should be no hand written material, corrections or alterations in the offer. Technical details must be completely filled up. Conditional offers will be rejected.



- 11.9 The Contractor will have to provide the Bank with a list of employees category- wise located at the Canteen and also their emoluments for the purpose of verification.
- 11.10 All the personnel engaged by the Contractor entering upon the Bank's premises shall properly be identified by badges, which may be worn by them at all times while in Bank premises. The Contractor will ensure that their employees do not remain in the premises beyond their normal working hours unless otherwise authorized. Any unauthorized presence in the premises beyond normal working hours will not be acceptable and Contractor upon receipt of complaint will have to immediately withdraw such employees from working in the Bank premises.
- 11.11 All the personnel engaged by the Contractor shall wholly and purely be in the employment of the Contractor and no claim of individual / collective nature on Bank's employment by any of the employees or claim of any nature on the Bank shall be tenable. The Contractor shall at all times keep the Bank fully and effectively indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims and demand in any way arising out of or during the course of anything done or committed / omitted to be done by the Contractor including the demand which the Contractor's employees individually / through their Unions may have raised against the Bank arising out of this agreement or as a result of the termination therefor or earlier determination of the Contract.



ANNEXURE 5

FACILITIES PROVIDED BY THE BANK TO THE CANTEEN CONTRACTOR

Canteen space required for various purposes such as dining, kitchen, washing place, store room etc., will be provided free of cost.

All items of furniture and fixtures required for the canteen. This will include tables, chairs, refrigerator, washing facility, induction/ gas based cooking equipment etc.

All cooking vessels and service utensils including crockery sets as required will be provided. However, any breakage or loss will be the responsibility of the contractor.

Supply of water & electricity for cooking will be provided at nominal cost.

Tenderers may inspect the site to ascertain the site conditions, constraints and any other information required for making the offer.



Canara Bank, Premises & Estate Section, Head Office, Bengaluru
TENDER DOCUMENT PAGE NO. 24

Type of Soups : 1 Bowl (150ml): Any one to be prepared daily.

Vegetable soup, Carrot soup, Sweet corn soup, Tomato soup, Hot & Sour soup, Palak soup, Onion soup.

Salad : Salad should contain Cucumber, Tomato, Carrot, Onion, Lemon, Sweet corn, Green Chilly.

Sweet : Weekly once Payasam is to be prepared.

South Indian Curry : It should be prepared with Dal/ vegetables like Bottle Gourd, Raw Banana, Snake Gourd, Brinjal etc. in South Indian style.

North Indian Curry : Items like Chana Masala, Razma masala, Paneer masala, Palak Paneer, Aaloo gobi, Maa ki dal, Daal makhani, Vegetable Kofta curry should be prepared in North Indian style.

2 Beverages :

Apart from Canteen, the Contractor will have to serve beverages to all Executive cabins as and when called for. The beverages to be served are as follows:

- (i) Tea/ Coffee/ Lemon tea/ Dip tea/ Green tea - With sugar/ without sugar served with sugar cubes - Quantity 100ml
- (ii) Sweet Lassi/ Butter Milk - Quantity 250ml
- (iii) Soft Drinks : As per MRP
- (iv) Biscuits served along with above beverages shall be served at MRP.

3 Fruit Juice : Quantity - 250ml

As per season, fresh fruit juices to be served with/ without sugar.

4 Water Bottles & Water Cans :

Water bottles of brands like Kinley, Bisleri & Aquafina are only to be supplied at MRP rates.



5 Evening Snacks : Any one of the items mentioned below will be prepared in evening snacks.

S.N o.	Items	Size(Inches or grams)	Quantity
1.	Veg Bonda	60 gms each piece	2 Pieces
2.	Bonda Soup	60 gms bonda with 100ml soup	1 Bonda
3.	Bajji	40 gms each piece	4 Pieces
4.	Mangalore Bajji	40 gms each piece	4 Pieces
5.	Idli	75 gms each piece	2 Pieces with Chutney
6.	Rava Idli	75 gms each piece	1 Pieces with Chutney
7.	Khara Bath	150 gms in each plate	1 Plate with Chutney
8.	Chow Chow Bath	150 gms in each plate	1 Plate with Chutney
9.	Tomato Dosa	8"-9" in diameter (60gms)	2 Pieces
10.	Onion Dosa	8"-9" in diameter (60gms)	2 Pieces
11.	Set Dosa	8"-9" in diameter (60gms)	2 Pieces
12.	Pav Bhaji	300gms in each serve	2 Pieces pav with bhaji
13.	Veg Sandwich	100gms each piece	2 Pieces with sauce
14.	French Fries	150 gms in each plate	1 Plate with sauce
15.	Samosa	75 gms each piece	1 Pieces with sauce
16.	Kachori	75 gms each piece	1 Pieces with sauce
17.	Veg Cutlet	40 gms each piece	2 Pieces with sauce
18.	Masala Puri	150gms	1 Plate
19.	Sev Puri	150gms	1 Plate
20.	Bhel Puri	150gms	1 Plate

Any other Evening snacks items will be mutually decided based on requirement from time to time.

Note:

- Any other food items suggested/ recommended by Dietician from time to time has to be prepared by the successful Tenderer at no extra cost by compensating other items.
- Size and quality of items are as per market standards. Any ambiguity in the same shall be decided mutually.
- Tissue paper shall be provided with all the plates served.



ANNEXURE 7

CONTRACT AGREEMENT FORMAT

This agreement made the _____ day of the month of _____ in the year 2022 BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head office, 112, J C Road, Bengaluru) represented by its duly constituted attorney (hereinafter referred to as the Employer / Bank) on the ONE PART; and

*Sri _____ S/D/o _____ resident of _____ the sole proprietor of M/s _____ having office at the following address _____

* M/s. _____ the partnership firm having an administrative/principal office at _____ represented by its Managing/duly authorised partner.

* M/s. _____ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address _____, duly represented at _____ duly represented by its constituted _____ and authorised Managing Director, Shri _____ and (hereinafter called the Contractor which term shall also be called the Supplier or the Contractor) on the OTHER PART

WHEREAS THE Employer / Bank is desirous to undertake Canteen services at Canara Bank Head Office Building, 112 JC Road Bengaluru- 560002 as detailed in the _____ and has been accepted by the Employer on the terms and conditions as set out therein and interalia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - a) Notice inviting Tender
 - b) Scope of Works and eligibility Criteria
 - c) Selection Process
 - d) General Rules and Instructions for the guidance of Tenderers
 - e) General Conditions of contract along with Annexure thereto



- [Note: * Strike off whichever is not applicable]

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

_____ to the Employer_____in the presence of:

Signature of Authorised representative of the Employer / Accepting Authority.

1).

Canara Bank, Premises & Estate Section, Head Office, Bengaluru
TENDER DOCUMENT PAGE NO. 29

ANNEXURE 9

BANK GUARANTEE FORMAT FOR INITIAL SECURITY DEPOSIT

Guarantee No.....
 Amount of Guarantee Rs.....
 Guarantee cover from Dated:
 To Dated:
 Last Date for Lodgement of claim:

To:
 Deputy General Manager
 Canara Bank
 General Administration Wing
 Head Office
 Bengaluru

In consideration of (hereinafter called "Beneficiary") having agreed to exempt Ltd., having its Registered Office situated at (hereinafter called the "the obligator(s)") from the demand of security deposit of Rs..... (Rupees only) under

the terms and conditions of an agreement dated (hereinafter called the "said Agreement") for the due fulfillment by the said obligator of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs..... (Rupees only), at the request of the obligator

_____ Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of undertakings) Act, 1970 having its Head Office at _____ amongst others a branch at (hereinafter referred to as "the Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs..... (Rupees only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligator(s) of any of the terms and conditions contained in the said agreement.

We, the Bank to hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reason of the obligator's failure to perform the said agreement. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the



beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before we shall be discharged from all liabilities under this guarantee thereafter.

We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.

We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

Notwithstanding anything contained herein:

- (i) Our liability under this Bank Guarantee shall not exceed Rs.
(Rupees..... only)
- (ii) This Bank Guarantee is valid upto..... and
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (mention period of the guarantee as found under clause (ii) above plus claim period)

PLACE:

DATE:

SIGNATURE



ANNEXURE 10

INTEGRITY PACT FORMAT PRE CONTRACT INTEGRITY PACT

Between

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on-____ day of the month 20____, between, **CANARA BANK** hereinafter referred to as "**The Principal**", a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri____, (Designation of the officer) representing _____, of the BUYER, of the FIRST PART

AND

M/s. _____ represented by Shri _____ Chief Executive Officer/Authorised Signatory (hereinafter called the "**The Bidder/ Seller/ Contractor/ Service Provider**", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.



- c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- e) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as below -



- (1) Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. However, the proceedings with the other BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER(s) would continue.
 - b) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
 - c) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
 - d) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of CANARA BANK while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
 - e) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
 - f) To cancel all or any other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER and the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.
 - g) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - h) To recover all sums paid in violation of this Pact by BIDDER/ SELLER/ CONTRACTOR/ SERVICEPROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.



- i) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER, the same shall not be opened.
- j) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- k) The BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER.

(2) The BUYER will be entitled to take all or any of the actions mentioned as per above clause - 1 (a) to (k) of this Pact, also in the event of commission by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

(3) The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/ SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/ SELLER / CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE can approach the Independent External Monitor (s) appointed for the purpose of this pact.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be



disqualified from the tender process or action can be taken as mentioned in section 3, clause - 1a to 1k).

Section 6 - Equal Treatment of all Bidders/ Contractors/ Subcontractors

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Managing Director, CANARA BANK.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non- Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later



date, the IEM shall inform the Managing Director, CANARA BANK and recuse himself / herself from that case.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Managing Director, CANARA BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Managing Director, CANARA BANK, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director, CANARA BANK has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Managing Director, CANARA BANK.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. _____.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.



3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty /Guarantee etc. shall be outside the purview of IEMs.

(For & On behalf of the Principal)

(For & On behalf of
Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place:

Date :

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)



ANNEXURE 11**ADDRESS OF HEAD OFFICES & HEAD OFFICES ANNEX BUILDINGS WITH NUMBER OF STAFFS**

S. N o.	BUILDING NAME	ADDRESS	NUMB ER OF STAFF	DISTANCE FROM HEAD OFFICE (APPROXIMATELY)
1.	HEAD OFFICE BUILDING	112 J C ROAD, BENGALURU - 560002	200	HEAD OFFICE EXECUTIVE CANTEEN
2.	HO ANNEX LIC BUILDING	113/1 J C ROAD, BENGALURU - 560002		
3.	NAVEEN COMPLEX	14 M G ROAD, BENGALURU - 560001	45	5 KM
5.	ME CORPORATE BRANCH BENGALURU	SHANKAR NARAYANA BUILDING 25 M G ROAD BENGALURU - 560001	5	5 KM
6.	CANBANK FACTORS LTD	#67/1 KANAKAPURA MAIN ROAD, BASAVANAGUDI, BENGALURU - 560004	2	3.5KM
TOTAL			252 no's	

- Number of staff may vary from time to time.

Note : The supply of food to the above buildings will be intimated later.



BID DOCUMENT



APPLICATION**TECHNICAL BID**

1.	Name of the Company/Firm	
2.	Name of the Applicant	
2.a	Address (Head Office/Registered Office with telephone, Fax number, web-site details)	
2.b	Email Address	
2.c	Father's Name	
2.d	Residential Address (Provide Enclosed)	
2.e	Office/Branch address at Bengaluru along with details of local in-charge's name, mobile no.	
3.a	Status of the Firm (Whether Company/ Partnership / Proprietary)	
3.b	Name of the Proprietor/ Partners/ Directors (with professional qualifications, if any):	i. ii. i i i . i v .
3.c	Year of establishment	
4.a	Whether registered with Registrar of Companies / firm. If so, No. & Date (copy to be enclosed)	
4.b	Whether registered under shops & Establishment Act (copy to be enclosed)	
4.c	Whether License to run the canteen from appropriate authority obtained or not (copy of certificate to be enclosed)	
4.d	Details of Registration under various other statutory acts (attach copies of all)	
5.	Registration with Tax Authorities	



5.a	PAN No.	
5.b	GSTIN No.	
Furnish copies of Income-tax returns, registration		

6.	Furnish the particulars of Power of Attorney holder or letter of authorization (if applicable) for signing the Tender document	
----	--	--

7. Turnover of the Company/firm (Please attach copy of audited balance sheet and profit and loss account for three years or TO certified by CA).

Sl. No.	Year	Turnover
1	2020-2021	
2	2019-2020	
3	2018-2019	

8. Whether rendering canteen facilities to Government / Public Sector / Banks/private sector organizations:-

NAME OF THE ORGANIZATION	Location & Address	Staff strength at each location	Year of service	Contract value

If required use additional sheet for providing full details.



9. Details of the qualifying works (please mention only such contracts which qualifies for the category for which you have applied)

Sl.No	Name of client Canteen services extended for (name of the organization with address, concerned office & telephone no)	Number of staff in the organization at that location	Contract value	Period of service	If work left incomplete or terminated (furnish reasons) & other remarks if any
1.					
2.					
3.					
4.					
5.					
6.					

If required use additional sheet for providing full details.

Note: Copies of agreement and satisfactory performance certificate obtained from the client shall be enclosed.

10. Furnish the names of three responsible clients/ persons to whom the major works carried out by the applicant with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization.

NAME OF THE OFFICIAL	ORGANIZATION & ADDRESS	CONTACT NUMBERS

11. Technical bid containing:-

Demand draft No: _____ Dt. _____ For Rs.1,50,000/- (Rupees

One Lakh Fifty thousands only) issued by _____ being EMD amount.

DECLARATION

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexures.



3. I / We agree that the decision of CANARA BANK in selection of contractors will be final and binding to me / us.
4. I / We have read the instructions appended to the proforma and I / we understand that if any false information is detected at a later date the contract shall be cancelled at the discretion of the bank.

Place:
Date:
SEAL OF ORGANIZATION

SIGNATURE OF THE APPLICANT
NAME & DESIGNATION

Enclosures:

- 1.
- 2.
- 3.
- 4.



CHECKLIST FOR ENCLOSURES

(Tenderer should fill up YES or NO without fail)

SN o	Bid Enclosures	Yes or No
1.	Whether the Tender is submitted in Two covers Technical Bid and Price Bid separately?	
2.	Whether Technical Bid (Envelope- A) contains the following	
2.1	Signed and stamped Letter of Authorization or Power of Attorney for signing the Tender document shall be submitted.	
2.2	All sections covered in the Tender document in full shall be signed by the authority, stamped and submitted	
2.3	Whether Earnest Money Deposit (EMD) amount as specified in the Tender shall be submitted along with Technical Bid	
2.3a	In case of claiming exemption from EMD, valid document/ certificate for exemption of EMD from NSIC/Similar Government authorities shall be submitted	
2.4	Duly filled up Technical Bid shall be signed by the authority, stamped and submitted	
2.5	Duly filled up all Annexure shall be signed by the authority, stamped and submitted	
2.6	Duly filled up Price Bid format shall be signed by the authority, stamped and submitted	
2.7	Supporting documents to meet the Eligibility Criteria	
	a) All the supporting documents to meet the Eligibility Criteria as laid down in the Tender under Eligibility Criteria shall be signed by the authority and stamped	
	b) Tenderer's Certificate of Incorporation, License or Registration shall be submitted	
	c) Balance Sheet and Profit & Loss accounts for the past three year shall be submitted.	
	d) Clientele list of the Nationalized Bank's/ Government Organization already engaged shall be submitted	
3.0	Whether Price Bid (Envelope-B) contains the following	
	Duly filled up Price Bid with signature and stamp in all headings shall be submitted	
	Whether corrections or overwriting if any is attested?	
4.0	Whether all pages in the tender document is duly signed by the Authorised Person?	

Checklist should be enclosed in technical bid

SIGNATURE OF THE TENDERER WITH SEAL



TENDER OFFER

I/We have read and examined the Notice Inviting Tender, eligibility criteria, proforma filled in by the successful Tenderer, Schedules, Specifications Applicable, Scope of works, General Rules and Instructions, General Conditions of Contract, Schedule (Bill) of quantities in Price Bid, and all other documents referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for selection of Contractor for rendering Canteen services specified for the Employer within the time specified, at the rates specified in the attached Price Bid and in accordance in all respects with the specifications, terms and conditions in writing referred to in the General Rules and Instructions, General Conditions of Contract and in all respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for 90 (Ninety) days from the due date of opening of Price bid thereof and not to make any modifications in its terms and conditions. A sum of Rs.....is hereby forwarded as earnest money deposit in form of Demand Draft of (Name of the issuing Scheduled Bank) bearing no..... and date

In the event of my / our failure to commence the work on the specified date after award I/We agree that the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money deposit absolutely otherwise the said earnest money deposit shall be retained by it towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein.

I/We hereby declare that I/We treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any persons other than a person to whom I/We am /are authorised to communicate the same or use the information in any manner prejudiced to the safety of the State / the Employer.

I/We fully understand that you are not bound to accept the lowest or any tender you may receive. Shri. _____, Partner/ Proprietor/ Authorised representative of the Company, is the person authorised to negotiate Price, technical terms & conditions & sign on behalf of the firm any Agreement, Bills & receipts for this work.

I/We agree that until a formal agreement on stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

Signature of Tenderer Name & address:

Full Postal Address including Pin Code No. & Telephone No.

Dated the:day of..... 2022



Witness,

1).

2).



CERTIFICATE OF CONFORMITY

Date:

To,
The Deputy General Manager
Canara Bank,
General Administration Wing,
Head Office, Bengaluru

CERTIFICATE

This is to certify that, the services for rendering Canteen services at Canara Bank Head Office which we shall provide, if we are awarded with the work, are in conformity with the Scope of Work in the Tender document. We also certify that the price we have quoted per item cost basis is inclusive of all the cost factors involved in the execution of the contract, to meet the desired standards set out in the Conditions of the contract.

Signature:

Name:

Designation:

Seal:



SELF DECLARATION

Ref:

Date:

To,
The Deputy General Manager
Canara Bank,
General Administration Wing,
Head Office, Bengaluru

In response to the tender No. _____ dated _____ as owner/ partner/

Director of _____ I/We hereby declare that our Agency is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time. We have not been blacklisted by IBA or any other agency in the past. We also undertake that no employee of Canara Bank is in any way connected with or directly involved in the management or activities of our company.

I/We further declare that there has been no damage to records at any of our facility due to FIRE / BURGLARY.

Signature:

Name:

Designation:

Seal:



PRICE BID

I, Shri/Smt. _____ have gone through the general rules and instructions provided by the Canara Bank, Head Office and am quoting the price for the items mentioned below. I undertake to supply at the rates mentioned hereunder, if the contract is awarded.

Sl. No	ITEM	QUANTITY	RATES QUOTED (In Rs.)
i	LUNCH	1	
ii	EVENING SNACKS	1	
BEVERAGES			
iii	Tea / Coffee	100 ML	
iv	Sweet Lassi / Fruit Juice	250 ML	
Total Amount (T) in figures =			
Total Amount (T) in words =			

Note:-

1. The tenderer shall quote the rates exclusive of all taxes and inclusive of all expenses of all types of Work force/ Manpower (by following Labour Laws scrupulously as per government guidelines) and expenses pertaining to the transportation to various locations in Bengaluru (As per Annexure 11), lifting, shifting, serving to all Executive cabins etc., and no claim for enhancement of quoted rates on any account shall be considered.
2. The price quoted by the Tenderer will be applicable for 3 years.
3. Tenderer who quotes lowest rate will be awarded 40 marks. For remaining Tenderers proportionate marks will be awarded.

Place:
Date:
SEAL OF ORGANIZATION

SIGNATURE OF THE APPLICANT
NAME & DESIGNATION

