

# Tender invitation from catering agencies for providing Canteen Facility at Canara Bank, Circle Office, Plot No 4 PSP Area, Bhopal- 462001

Sealed tenders are invited under two bid system from established and reputed catering agencies

(with sufficient experience of running canteens) to run the Staff Canteen at Canara

Bank, Circle Office, Plot No 4 PSP Area, Near AIIMS Bhopal. Interested companies / firms having good reputation shall download the tender forms from the Banks website <a href="https://www.canarabank.com/tender">www.canarabank.com/tender</a>.

The filled in tender form should be submitted latest by 02.00 pm on 17.03.2021 at Premises & Estate section, Canara Bank, Circle Office, Paryawas Bhawan Building, Jail Road, Arera Hills, Bhopal-462011, M.P. Any rectification regarding above tender will be published only on our website. i.e. www.canarabank.com

The companies/ firms/ partnership/ sole proprietors with minimum four years of experience in undertaking work of similar nature and which are currently providing similar services to the Government Departments/ Public/ reputed Private Sector institutions with a contract value of not less than **20 lakhs** per year in at **least one institution** is eligible to tender.

#### 1) Details of the Tender:

#### **IMPORTANT DATES:**

Earnest Money	:	Rs. 40000/- (Forty Thousand only) by crossed demand draft payable at BHOPAL in favour of 'CANARA BANK, CIRCLE OFFICE, BHOPAL'.
Last date & time of submission of tender	:	On or before 17.03.2021 up to 2.00 PM as per instructions in the tender documents.
Place of Submission and opening of Bids	:	Canara Bank, Premises & Estate Section Paryawas Bhawan, Block #3, 5th Floor Jail Road Arera Hills Bhopal- 462011 (Tenders can also be submitted by Registered post/courier)
Time and date of opening of Technical bid	:	03.30 PM on 17.03.2021



#### The tender shall be submitted as per the following instructions:

Part - I shall be super-scribed as "Technical bid" and shall contain the following:

- (i) Annex I part I (Technical Bid / Application form) duly filled and signed by the tenderer.
- (ii) Annex 2- Details of bankers.
- (iii) Demand Draft of Rs. **40,000/-** (Rupees Forty Thousand only) drawn in favor of **Canara Bank, Bhopal** towards Earnest Money Deposit (EMD).
- (iv) Any other document(s) as required /specified by the tender document.

Part II shall be super-scribed as "Price bid" and should contain only the tenderer's quoted rates in the enclosed format (Annexure III) on the letterhead of the tenderer, along with true copy of the document evidencing that the signatory to the technical and financial bid is authorized to do so for and on behalf of the tenderer. Part II of a tenderer will be opened only if Canara Bank Circle Office, New Bhopal is satisfied with the Technical Bid (Part I), which will be opened first.

(Separate covers for Part I and Part II be placed in another sealed cover super-scribing "Tender invitation from catering agencies for providing canteen facility at Canara Bank, Circle Office Bhopal" and shall be dropped latest by 03.00 pm on March 17 2021 at

Canara Bank, Premises & Estate Section Paryawas Bhawan, Block #3, 5th Floor Jail Road Arera Hills Bhopal- 462011

Telegraphed / faxed / e-mail / online submission of tenders will not be accepted. The full name, postal address, e-mail address and telefax / telephone number of the tenderer shall written on the bottom left corner of the sealed envelope. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderer"s signature. The forms received after the said date and time will not be entertained. All copies of the tenders should be complete in all respects with all attachments, enclosures and annexures. All communication with respect to the tender will be through e-mail only (premcobpl@canarabank.com)

Incomplete forms or forms without proper documentary evidence etc. (as desired above) will be summarily rejected by the Bank.



#### **Process of L1 Selection:**

1. In the first stage, sealed covers (comprising of both, Part I: Technical Bid and Part II: Price Bid)

will be received up to 03.00 pm on 17 March 2020 and Technical bid will be opened on same day on 17 March 2020 03:30 pm in the presence of the authorized representatives of the tenderers, who choose to be present.

2. Subsequently, the date for opening of Financial Bid (Part II) of only those tenderers, who have

been shortlisted and qualified based on scrutiny of Technical Bids, site visits etc. will

be intimated to the eligible vendors via e-mail.

3. The scrutiny of technical documents, site visits, quality check and feedback on food

and services, market reputation, market feedback, intelligence report, adverse complaint from

the previous employers, financial health of the vendor shall be the factors to be considered in

selection of the successful bidders in technical bid (part I).

4. The Part II (price bid) shall be opened on the intimated date (via e-mail/telephonically) in the

presence of the authorized representatives of the part I eligible tenderers, whosoever chooses

to be present.

5. Selection/Ranking of the bidders in financial bid (part II) will be based on the

Weightage Methodology. In this method, the weightage shall be assigned to each items/ combos. Least rate/price quoted by the tenderer in all the items/combos will be taken together to arrive at the total weighted price. The least bidder in the total weighted price shall be declared as L1. (Refer Annexure IV for further details and case study on Weightage methodology used for selection of L1). The weightage for various items have been arrived at after deliberations with the present vendor. However, please note that they are only indicative. The bank does not commit to quantities of any items mentioned.



SI. No.	Item Type	Item(s)	Weightage (%)
1	Α	North Indian	25
2	В	Special Lunch	10
3	С	South Indian	05
4	D	Breakfast	20
5	E	Special Items/Variety Rice	10
6	F	Snacks	20
7	G	Beverages	10
8	Н	MRP	

<sup>6.</sup> Selection of final successful vendor shall be notified/ announced within a week of opening of financial bid. The successful vendor shall execute a bilingual agreement (Hindi and English) on stamp paper within a week of the date of award of work. If the selected vendor fails to sign the formal agreement immediately on award of contract or fails to undertake the work on the due date, (to be conveyed later), the letter of intent can be cancelled and **EMD shall be forfeited.** 



#### Terms and conditions to qualify in the tendering process:

#### **Pre-Qualification Criteria / Technical Requirements:**

- 1. Only those Caterers/firms who fulfil the following pre-qualification criteria/ Technical requirements are eligible to apply for the tender for providing canteen facility at Canara Bank, Circle Office, Bhopal:-
- The caterer shall have minimum four years of experience in undertaking thework of similar nature with a contract value of not less than Rs.20 lakhs per year in at least one institution.
- FSSAI certification is compulsory.
- Caterer should have applicable tax registrations (PAN, TIN, GST, etc.).
- Caterer should have the requisite License / Certificate by the Government to carry out the business including all the clearances from the statutory bodies.
- Caterer should have Current account in a scheduled commercial bank.
- The Caterers should ensure that they fulfil the prequalification criteria before submitting the tenders. The tenders submitted by Caterers who do not fulfil the prequalification criteria specified by the Bank will be summarily rejected.
- The caterer shall supply vegetarian items only.
- Caterer will have to pay EMD of Rs.**40,000**/- (Forty thousand rupees only) through a Demand Draft in favor of "Canara Bank", payable at Bhopal (DD should be attached with Part I of the tender forms). Security deposit of Rs. 1,00,000/-(Rupees One lakh only) should be paid by the successful bidder in the form of DD after the award of contract.
- EMD of Rs.40,000/- shall be returned to successful vendor after the receipt of security deposit of Rs.1,00,000/-.
- At any point of time before the opening of the tender (Part-I or II), the documents or the information provided by the firm/caterers are found to be incorrect, the application would be rejected. The Bank's decision in this regard would be final.
- The Caterer should have a valid food license from the Municipal authorities and minimum four years of experience of running canteen with any organisation (Documentary proof to be enclosed)
- If any adverse comments/complaints are received from the previous employer(s) against the caterer, the Bank has the right to reject the tender without any prior intimation.
- Should have clients like PSUs/Banks/FIs/Corporates/Govt /semi-Govtorganisation to its credit, where minimum50 70 lunches are served every day.
- The track record of the catering agency should be clean and it should not have been involved in any illegal activity or financial frauds.
- Bidder(s) whose catering contract was terminated by the Bank on account of unsatisfactory performance or, refused to enter into agreement after award of contract are not eligible to apply.
- The Bank reserves the right to accept either in full or in part any tender and to reject any or all offers without assigning any reason thereof. Bank's decision in this regard shall be final.
- There would be no fixed remuneration given by the office for Staff Canteen. The revenue would be generated by the sale of food items in the canteen for which the visiting staff would pay in **Cash** or by **digital payment**.



- The caterer is to prepare and serve food items for Bank's staff members and such persons duly authorised by the Bank. There will be no guarantee on minimum turnover in the Food consumed in the staff canteen.
- Bank will not grant any subsidy to the caterer and the cost of fuel shall be borne by the caterer. Further, necessary space approx. 250 sq.ft., electricity, water and use of existing infrastructure will be provided free of charge by the Bank. The final price of items to be served in the staff canteen shall be considered based on the above mentioned facilities. The contractor shall abide by and fulfil all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under The Contractor shall not engage "Minors" for catering service in the canteen. The contractor shall ensure payment of minimum wages plus VDA to all workmen staff employed by the caterer. The contractor shall maintain day-wise attendance register of workmen staff engaged in the work. The contractor shall issue monthly salary slips to the employees and a wages register shall be maintained in this regard.
  - The contractor should maintain and be able to furnish all registers as and when called for by the Regional Labour Commissioner. An undertaking will be obtained, on a 'Non-judicial stamp paper' of applicable value on award of contract from the contractor, to the effect that he undertakes to actually pay wages to all the labourers of all descriptions to be engaged by him for completion of that particular job/work/project/contract completion, at the rate which is not less than the one prescribed under the Minimum Wages Act, 1948 and to ensure compliance of essential amenities as provided under the CLRA Act and also keep Canara Bank indemnified against all the actions that may be initiated against the Canara Bank by the Statutory Authorities for his failure to pay such wages and provide the essential amenities. As and when the contractor employs more than 20 workers as contract labour, he shall obtain licence from competent authority in accordance with the provisions of the CLRA Act. The total numbers of contract labourers engaged by the contractor need not be those with CANARA BANK alone, it can be with any also. The contractor shall obtain a licence as other establishments contemplated under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable, failing which he alone would be responsible for actions/ proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way be made liable to the labourers engaged by the contractor.
  - The Contractor shall be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and served including with respect to raw material and ingredients incorporated therein and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provisions of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulations and orders framed there under, including safety and health of all consumers/residents under the said contract. The Contractor shall keep the Bank indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period.



- The Caterer shall not engage any agent or enter into sub-contract with any other caterer/s for running the said staff canteen.
- The Caterer will have to cook in the kitchens attached to the canteen, except under such circumstances as approved by the Bank. Good quality branded Olive Oil/mustard/sunflower/ refined oil should be used for cooking the items. The rice to be served in the lunch should be of good quality/Basmati rice only.
- Caterer is permitted to sell the food items in a la carte rate or in the combined form of lunch/snacks.
- The Caterer should use only Electric Heater in the staff canteen. Use of kerosene
  and other flammable items are strictly prohibited. XXVI. The Caterer should have
  personnel with relevant experience at the supervisory level.
  The supervisor must have the ability to supervise the entire affairs of the staff
  canteen and must have cordial disposition. The support staff must have necessary
  experience of table service.
- High standard of hygiene and cleanliness shall be maintained regularly, which will be verified periodically by the CANARA BANK officials nominated by the Canara Bank Canteen Committee, Bhopal and Bank"s doctor.
- Infrastructure to be provided by the Bank:
- I. Kitchen Area for cooking. Additional utensils, ifrequired, have to be arranged by the caterer. However, the cost of edible materials and transportation will be borne by the Contractor.
  - II. Dining area with table, chairs, water purifier etc.
  - III. Electricity connections/points for Electrical Equipment"s etc. The electricity bill and water supply would be borne by the Bank.
- The caterer may visit the Bank premises to have a fair idea of existing cooking articles.
- No Crockery, Cutlery & Utensils would be provided by the Bank for Staff Canteen. The canteen contractor has to make their own arrangements. Caterer will be permitted to use his own cutlery and crockery for lunch/snacks and good quality cups/plates shall be used for serving tea/lunch respectively.
- The Staff canteen will be required to be run on all the working days of the Bank and other days, if required by the Bank. The canteen has to be operative from 8.00 am to 7.30 p.m. or as per requirement on all working days.
- The service staff shall be employed by the Contractor only and CANARA BANK shall not in any way, be responsible for their terms of Employment/Engagement or violation of any labour law. The Contractor shall inform of the service staff so employed/engaged in this regard. The staff shall be properly dressed in neat and tidy uniform besides being courteous, well-mannered and attentive. They should be conversant with the basics of the trade and must have necessary experience of table service.
- Bank reserves the right to demand change of any employee / worker if warranted. In case of leave taken by any personnel, it will be the responsibility of the contractor to ensure uninterrupted service/substitute arrangement. However, frequent change in the personnel may be avoided. Caterer should have sufficient manpower to cater to the requirements of the Bank.



- The staff/employees deployed by the caterer in canteen does not confer any rights to be the Employees of Canara Bank.
- The Caterer shall not carry any business other than running the said staff canteen in the CANARA BANK premises. He shall not make any changes, additions or alternations in the said premises without the permission of the Bank. The successful bidder may display the registration certificate in the canteen premises obtained under the Contract Labour (Regulation and Abolition) Act, 1970 or Catering Establishment Act any other law, as applicable within 30 days from the start of the catering services at CANARA BANK, Bhopal.
- As per the Abolition of Child Labour Act 2006, shall not engage a person below the age of 18 years.
- The agency shall be solely responsible for providing all requirements of his staff, including: Payment of wages and all allowances as per prevailing instructions under Minimum Wages Act (Central Rules), 1948 as applicable and as amended from time to time. The wages to the labourers are to be credited to a savings bank account opened with any Private/public/co operative bank every month. Contractor would submit a monthly statement certifying the payment of minimum wages and other statutory payments like PF/ESI etc. along with necessary proof/documents regularly to Canara Bank, Circle office.
- Bidders will have to keep Rs. 40,000/- as EMD with the Bank which is refundable after award of contract.
- The tenure of the contract will initially be for Three years and extendable at the same rate or at a mutually agreed rate at the sole discretion of the Bank.
- The rates quoted shall be binding without any escalation whatsoever till three year from the date of signing the contract.
- It will be mandatory for the successful bidder to necessarily provide vegetarian items only as per requirement along with snacks such as Vada, Samosa, Sandwich, Pakoda etc. as per mutually agreed rates with the Bank failing which the tender will be allotted to the next lowest bidder.
- Canteen employees are not permitted to reside inside the Bank's premises.
- The service staffs so employed must have undergone police verification as regards their permanent residence/ personal identity and clean background.
- 2. No deviations/ conditions shall be stipulated by the tenderer in either technical or financial bids. Conditional tenders will not be accepted and will be summarily rejected.
- 3. Falsification/suppression of information shall lead to disqualification of the tenderer/ cancellation of contract even after award of work/during the currency of the contract.



- 4. Termination Policy:
- a) The Bank reserves the right to levy penalty and even terminate the contract at a notice of **10 days** if there is deterioration in any kind of services/ insolvency, poor/ deficient service, fraudulent activities, unsatisfactory/deficiency in the quality of food stuff, material, hygiene, etc. In case of any dispute in this regard, the decision of the Bank shall be final and binding. In such a scenario, the security deposit made in the form of DD will be forfeited.
- b) The Bank also reserves the right to terminate the contract by giving a notice of **30** days without assigning any reasons thereof.
- c) <u>Mutual Termination:</u> The caterer who wish to terminate the contract by mutual agreement shall give a notice by assigning the reason(s) thereof. On acceptance by the Bank, the contract may be mutually terminated after a period of 30 days from the day of acceptance by the Bank.
- 5. Each tenderer (each member in the case of partnership firm / joint venture/ consortium) is required to confirm and declare with the bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the Bank subsequently finds to the contrary, it reserves the right to declare the tenderer as non-compliant and declare the contract, if already awarded to the tenderer, to be null and void.
- 6. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under relevant laws, as applicable, in the matter. Such action will result in the rejection of bid, in addition to other punitive measures.
- 7. The Bank shall obtain reports on the past performance of the Tenderer from previous/present clients and bankers. The Bank shall evaluate the said reports at any point of time before opening of the Part-II of the tenders. If any Tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or its performance reports received from its clients and/or its bankers" report are found unsatisfactory, the Bank reserves the right to reject offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.
- 8. The EMD amount of Rs.40,000/- deposited by the unsuccessful vendors shall be returned to the vendors within 30 days from the award of contract to the successful vendor. No interest shall be paid on EMD.
- 9. In case the tenderer has any doubts in the Tender document, he / she shall seek clarification from the Office of Deputy General Manager, Premises & Estate Section not later than ten days before last day for submission of bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all tenderers without disclosing the identity of the tenderer seeking clarification. All communications between the tenderer and the P&E Section shall be carried out in writing via e- mail only (premcobpl@canarabank.com). Except for any such written clarification by the Bank which is expressly stated to be an ddendum to the tender document issued by the Office of Deputy General Manager, Premises & Estate Section, no written or oral communication, presentation or explanation by any other employee of the Bank shall be taken to bind or fetter the Bank under the contract.



- 10. Tenders not submitted as per the guidelines stated above are liable for rejection. Decision of the Bank in this regard shall be final.
- 11. The contractor shall maintain a feedback register where in the Bank employees shall provide feedback on the quality/quantity of the food supplied.
- 12. The contractor shall maintain ledger of each employee of bank and the payment shall be made individually on monthly (month end) basis individually.
- 13. INDEMNITY BOND: Tenderer shall sign an Indemnity Bond in an approved format as per ANNEXURE A before starting the work, indemnifying the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which the Tenderer shall be solely responsible. Before submitting the tender, the tenderer may go through the general terms and conditions on which the work will be awarded by the Bank and required to be executed by the successful tenderer. The tenderers may satisfy themselves as to the specified eligibility and other criteria. It may also be noted that the general terms and conditions are indicative in nature and the same shall not restrain the Bank from imposing or requiring the tenderer to agree upon such further or other terms and conditions, or to alter, modify or omit those terms and conditions, as are considered necessary for the due and proper execution of the work being awarded under this tender. Application containing false or inadequate information is liable for rejection. Circle Office, Canara Bank, Bhopal reserves the right to accept or reject any or all tender bids without assigning any reason whatsoever and such decision will be binding on all the parties.

The successful vendor shall execute an agreement on a stamp paper (Stamp duty shall be borne by the caterer) of required value for due performance of the contract within a week of the date of award of work. If the selected vendor fails to sign the formal agreement immediately on award of contract or fails to undertake the work on due date (Shall be informed at the later date) contract awarded by the Bank and EMD made by the firm shall be forfeited. The successful caterer will be required to provide security deposit of 1,00,000/- in the form of DD/ FDR/ Bank Guaratee for the duration of the contract within 15 days of award of contract.

Further, the earnest money deposit of Rs. 40,000/- of the successful bidder will be returned after receiving a DD of Rs.1,00,000/- as security deposit. The security deposit shall be fortified in case of failure on the part of vendor to perform duties/ termination of the contract by the Bank.



#### **General Terms and Conditions**

- 1. The contract, if awarded shall be initially valid for a period of Three years tentatively from 1<sup>st</sup> April 2021 to 31<sup>st</sup> March 2024. The Bank reserves the right to extend the period of contract for a further period of up to five years on terms mutually agreed upon.
- 2. The successful tenderer shall run the staff canteen at CANARA BANK, Bhopal.
- 3. A local representative of the caterer shall be in-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract and for ongoing co-ordination with P&E Section, CANARA BANK, Circle Office Bhopal.
- 4. The rates quoted (inclusive of all relevant taxes and service charge) would be valid for a period of one year. No request for upward revision in the rates will be considered during the validity period of the contract.
- 5. Any deficiency in service and quality as well as quantity of the food items supplied from the specification in rate schedule, decided by the Bank, will not be accepted. A penalty will be levied for any such violation after giving due notice and opportunity to the Caterer to explain his/her position.
- 6. The Caterer shall not sub-let the contract. In case of any violation in this regard the Bank reserves the right to terminate the contract.
- 7. Quotation should be submitted duly signed with date in the enclosed blank space of the indicative menu.
- 8. The Caterer has to carry out, at own cost, Annual medical health check-up and police verification of the catering staff engaged in the staff canteen as prescribed by the Bank and the same has to be submitted to P&E Section, CANARA BANK within one month of commencement of the contract, failing which Bank has the right to take penal action.
- 9. The Caterer shall be responsible for and make good any loss or damage, caused by any act or default, on its part or on the part of its employees/ agents to the Bank"s people and/or property.
- 10. Rates should be quoted both in words & figures. Violation in this regard may lead to rejection of the quotation. All the rates quoted will be inclusive of all taxes and services wherever applicable.
- 11. At any point in time during the tenor of the contract, the contractor will ensure the security deposit with the Bank is maintained at Rs. 1,00,000.
- 12. The Security deposit of Rs.1,00,000/- furnished by the Caterer shall be adjusted against DD provided in the event of unsatisfactory performance of the Caterer and any loss/ damage, if any, sustained by the CANARA BANK, Bhopal on account of failure or negligence of the workers deployed or in the event of breach of the agreement by the Caterer. The quantum of loss/ damage will be decided by the Bank and will be final and binding on all parties involved.
- 13. The tender form should be filled in English or Hindi. If any of the documents prescribed is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.
- 14. The Caterer, as per the Child Labor(Prohibition and Regulation) Act 1986, shallnot engage a person below the age of 18 years.



- 15. Sexual Harassment Act -
- (a) The vendor shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of women at work place (Prevention, Prohibition and Redressal Act, 2013)". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Regional Complaints Committee (RCC) constituted by the Bank and the vendor shall ensure appropriate action under the said Act in respect to the complaint.
- (b) Any complaint of sexual harassment from any aggrieved employee of the vendor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- (c) The vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the vendor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the vendor is proved.
- (d) The vendor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
  - 16. The vendor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of its employees so deployed and ensure preservation of peace and protection of persons and property of CANARA BANK, Bhopal.
  - 17. The vendor shall keep the CANARA BANK, New Bhopal indemnified against all claims whatsoever in respect of the employees deployed by the vendor. In case any employee of the vendor so deployed enters into dispute of any nature whatsoever, it will be the primary responsibility of the vendor to contest the same. In case CANARA BANK, Bhopal is made party and is supposed to contest the case, the CANARA BANK, Bhopal shall be reimbursed for the actual expenses incurred/likely to be incurred towards Counsel Fee and other expenses, which shall be paid in advance by the vendor to CANARA BANK, Bhopal on demand. Further, the vendor shall ensure that no financial or any other liability comes on CANARA BANK, Bhopal in any respect and shall keep CANARA BANK, Bhopal indemnified in this respect.
  - 18. The vendor and its staff shall not disclose, divulge, reveal or use for any purpose any information relating to the Bank, which would reasonably be considered to be private or proprietary to the Bank, the release of which could reasonably be expected to cause harm in any manner to the Bank, which the vendor has obtained, except as authorized by the Bank or as required by law. This obligation on the part of the vendor and its staff shall apply during the term of Agreement and indefinitely upon the termination of Agreement.
  - 19. Incomplete forms or those without proper documentary evidence, etc. (As desired above) will be out rightly rejected by the Bank. **No further correspondence shall be entertained by the Bank in this regard**.
  - 20. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderer against proper signature with seal. Copies of the tenders should be complete in all respects with all attachments/ enclosures/ annexure duly attested.
  - 21. The vendor shall abide by all extant security guidelines of the bank at all times.
  - 22. In the event of any question, dispute/ difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement), the same shall be referred to the sole arbitrator appointed by the Deputy General Manager, CANARA BANK, Bhopal or his/ hernominee.



- 23. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or being unable to act for any reason whatsoever, the Deputy General Manager, CANARA BANK, Bhopal shall appoint another person to act as arbitrator in place of the out-going arbitrator and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by its predecessor.
- 24. The arbitrator shall give interim awards and / or directions, as may be required.
- 25. The aforesaid provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under and any modification thereof, from time to time being in force, shall be deemed to apply to the arbitration proceedings under this clause.
- 26. Jurisdiction: This agreement shall be subject to the jurisdiction of the courts at Bhopal only.



### Annex I

(To be printed on firm"s letterhead)

## <u>Tender invitation from catering agencies for providing canteen facility at Canara Bank, Bhopal</u>

### PART - I - Technical bid- Application form

1	Name of the Company/Firm/ Partnership / Sole	
2	Type of Company/ Firm/ Partnership / Sole Proprietorship etc.	
3	Name and address of the Proprietor/ Partners/	
	Directors of the Company	
4	Registration (firm, company etc.,) / Registration	
	Authority, Date, Number etc.	
5	Registered office address and telephone number	
	& email address	
6	Office address through which the work will be	
	handled (together with vendor's email address)	
7	Experience in undertaking similar supplies to	Years
	other organization	
8	Total value of the supplies made to the other 2016	Rs.
	organizations for the last 4 years (value of the 2017	Rs.
	service <b>(s)</b> ) 2019	Rs.
	2020	Rs.
9	Whether supplying to any of the Government / Semi	
	government undertakings/ as approved caterer(s) and if so,	
10	Indicate if involved in any litigation	
	11 Any disputes (including with statutory authorities) which are	
	pending and details of the stage of proceedings.	



#### **DECLARATION**

- 1. The information we provide is true to the best of my/our knowledge and if any information is found untrue or false, I/we may be debarred from the tender process / being awarded the contract.
- 2. I/We satisfy as to the specified eligibility, pre-qualification criteria/ technical requirements and accept the terms and conditions to qualify in the tendering process.
- 3. I/We agree to abide all the terms and conditions stipulated by the Bank to qualify in the tender process and also as mentioned in General terms and conditions.
- 4. I/We also agree that our track record is clean and it free of illegal activity or, financial frauds. If any information is found untrue or false in this regard. I/we may be debarred immediately from the tender process / being awarded the contract.
- 5. I/We also agree that our tender will remain valid for acceptance by the Bank for a period of 90 days from the date of opening of the tender and this period of validity can be extended for such periods as may be mutually agreed upon between the Bank and us, in writing. I/We also agree to keep the earnest money valid during the entire period of validity of tender.
- 6. I/We understand that the Canara Bank, New Bhopal reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.

Signature	•
Name:	



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**Seal of the Caterer:** 

## Annex II

(To be printed on firm"s letterhead)

## **Details of the Banker(s)**

Particulars	Banker 1	Banker 2
Name of the Branch and its complete postal Address		
Name and Job-title of the Contact Person along with his/her Telephone No(s) and Fax No.(s)		
etc.  Type of Account		
Account number		



Whether Credit Facility/Overdraft facility enjoyed by the vendor.	
The period from which the vendor	
has been banking with the Banker	
Any other information which the	
vendor may like to furnish about its	
Bankers	
IFSC code of the Branch	

#### Documents to be submitted along with the application form (Part I):

- 1. Copy of Certificate of Incorporation (in case of companies registered under theIndian Companies Act)/ Registration Certificate (in case of partnership firms and proprietary concerns).
- 2. Copy of the Memorandum and Articles of Association (in case of companies registered under the Indian Companies Act) / Partnership Deed (in case of partnership firms).
- 3. Copy of Income Tax Returns filed for last 4 years.



- 4. Two references from organizations with whom the tenderer is currently executing a similar work.
- 5. Copy of audited Balance Sheet for year 2015-16, 2016-17, 2017-18 & 2019-20.
- 6. EMD DD for Rs.<u>40,000/-</u> in favor of "Canara Bank" payable at New Bhopal, representing Earnest Money Deposit.
- 7. **Experience Details:** List of similar contracts entered into, by the tenderer during the last 4 years (including orders on hand at present) each costing Rs.20 lakhs or more per year. Similar contract for this purpose means a comprehensive contract with the other organizations.
- 8. Documents for proof Address of Local Office in Bhopal.

#### The following may also be noted:

- 1. Only one tender per tenderer will be accepted.
- 2. It may be noted that the tenders not accompanied by any one of the above documents or

satisfactory explanation thereof will be liable for rejection forthwith.



### Annex III

(To be printed on firm's letterhead)

## <u>Tender invitation from catering agencies for providing canteen facility at Canara</u>

### Bank, Bhopal

#### PART - II - PRICE BID

## 1. Lunch - North Indian Meals (VEG): (Item Type: A)

Items	Quality	Quantity	Rate (Rs.)
Chapati/Roti	Wheat Chapati	02 pieces	•
Dal (thick	Vegetables	70-80 gms	
consistency)	(seasonal)		
Dry sabzi	Vegetables	70-80 gms	
	(seasonal)		
Raita		70-80 gms	
Papad		1 piece	
Rice (Simple/Jeera)	Boiled basmati	300 gms	
Salad (Cucumber +		50 gms	
Carrot + Onion)		_	
Sweet	(Preferable	1 piece	
	Rasgulla/Gulab		
	Jamun)		
	TOTAL OF A		

## 2. Special Lunch - (VEG): (Item Type: B)

Items	Quantity	Rate (Rs.)
Veg. Manchurian	100 gms.	
Palak Paneer	100 gms.	
Matar Paneer	100 gms.	
Shahi Paneer	100 gms.	
Kadai Paneer	100 gms.	
Mix veg.	100 gms.	
Kadi Pakoda	100 gms.	
Aloo Paratha (with ususal add ons)	01 no. (150 gms)	
Paneer Paratha (with ususal add ons)	01 no. (150 gms)	
Gobhi Paratha (with ususal add ons)	01 no. (150 gms)	
Aloo Pyaj Paratha (with ususal add ons)	01 no. (150 gms)	
Aloo Paratha (with ususal add ons)	01 no. (150 gms)	
TOTAL OF B		



## 3. South Indian (VEG): (Item Type: C)

Items	Quantity	Rate (Rs.)
Plain White Rice	450 gms	
Sambhar (Thick Consistency )	70-80 gms	
Rasam	70-80 gms	
Butter Milk	100 ml	
Sweet	1 piece/1 cup	
	payasam	
1 Masala Dosa (with ususal add-ons like - Chutney 30	Normal size (1 piece)	
gms and sambar 50 gms)		
1 Dosa (with ususal add-ons like - Chutney 30 gms and	70 gms	
sambar 50 gms)		
1 Onion Utthapam (with ususal add-ons like - Chutney	100 gms	
30 gms and sambar 50 gms)		
TOTAL OF C		

## 4. Breakfast (North & South): (Item Type: D)

Items	Quantity	Rate (Rs.)
Idly (with ususal add-ons like -	2 Nos of 40 gms each	
Chutney 30 gms and sambar 50 gms)		
Rava Idly (with ususal add-ons like -	2 Nos of 40 gms each	
Chutney 30 gms and sambar 50 gms)		
Vada (with ususal add-ons like -	2 Nos of 40 gms each	
Chutney 30 gms and sambar 50 gms)		
Upma (with usual add ons)	200 gms	
Poha (with usual add ons)	150 gms	
Plain Paratha (with ususal add ons)	150 gms	
Poori (with usual add ons)	03 nos. of 20 gms each	
Medu wada (with ususal add ons)	1 no. of 40 gms each	
Butter Toast (White/Brown)	2 Pieces	
Kachori (with chutney)	1 Piece (50 gms)	
Kachori (with sabji)	1 Piece (50 gms)	
Poori Sabzi (Aloo) or Cholle	5 Poories	



Chhole Bhature	1 plate/2 pieces bhature	
Chhole Bhature	½ plate/Single Piece	
Omelette	1 egg	
Bread Omelette	1 egg and 2 piece bread	
Sprouts	150 gms	
Bread Pakoda	1 Piece	
Bread Paneer Pakoda	1 Piece	
Pasta (Red/White)	200 gms.	
TOTAL OF D		

## 5. Special Items/ Variety Rice (VEG) : (Item Type: E)

Items	Quality	Quantity	Rate (Rs.)
Kadi Chawal/Rice	Basmati Rice	450 gms	
Rajma Chawal/Rice	Basmati Rice	450 gms	
Chole Chawal/Rice	Basmati Rice	450 gms	
Paneer Chawal/Rice	Basmati Rice	450 gms	
Veg. Noodles	Veg. Noodles Maggi		
Veg Fried rice	Basmati Rice	300 gms	
Variety Rice	Basmati Rice - Veg	300 gms	
	Pulao/Veg Biryani		
Tehri	Basmati Rice	300 gms	
Khichdi	Basmati Rice	300 gms	
	TOTAL OF E		

## 6. Snacks : (Item Type: F)

Items	Quantity	Rate (Rs.)
Bajji/Bonda (with chutney)	02 Pieces	
Veg. /Chilli/ Cheese Sandwich	1 Piece	
Samosa (with sauce/chutney)	1 piece	
Cutlet (with sauce)	2 Pieces	
Vegetable Roll	1 No.	
French Fries	150 gms.	



Paneer Roll	1 Piece / 250 gms
Pav Bhaji	2 Pav Pieces
Veg. Chowmein	250 gms
Namkeen - Chana Dal	100 gms
Mix Fruit Chaat	150 gms
Bread Roll	150 gms
Soup	1 cup
Veg. Burger	1 Piece
Dhokla	100 gms
Mix Pakoda	200 Gms
Paneer Pakoda	150 gms
TOTAL OF F	

## 7. Beverages : (Item Type: G)

Items	Quality	Quantity	Rate (Rs.)
Hot Milk		150 ml	
Tea		150 ml	
Coffee		150 ml	
Green Tea	Tetley/Lipton/Girnar	150 ml	
Lemon Tea		150 ml	
Nimbu Paani		1 Glass	
Kesar Badam Milk		1 Glass	

7. Items on MRP : (Item Type: H)



Items	Rate (Rs.)
Curd/Raita	MRP
Juice	MRP
Lassi	MRP
Chhach	MRP
Mineral Water	MRP
Flavoured milk	MRP
Cold Drink	MRP
Ice Cream	MRP
Tofees/Chocolate	MRP
Chips/Kurkure	MRP
Biscuits	MRP
Namkeen	MRP

#### Note:

- 1. Bank will not give any minimum commitment on the indicative quantity.
- 2. Vendor is permitted to sell the food items in a la carte rate or in the combined form of lunch or snacks.
- 3. The above rates are inclusive of all applicable charges and taxes.
- 4. The above mentioned menu is indicative only, vendor is permitted to enclose/ attach separate price menu to indicate the varieties of the available items.
- 5. Caterer is required to quote the price mandatorily for each item and the total of the items as mentioned in the price bid.

DATE:	SIGNATURE OF THE
CATERER	
PLACE:	





SI. Item Type No.		Item(s)	Weightage (%)	
1	А	North Indian	25	
2	В	Special Lunch	10	
3	С	South Indian	05	
4	D	Breakfast	20	
5	Е	Special /Variety Rice	10	
6	F	Snacks	20	
7	G	Beverages	10	

8 H MRP -----

The following table shows how the calculations shall be done to arrive at L1.

Item	Vendor X			Vendor Y			Vendor Z		
Туре									
(1)	Weightage (II)	Rate Quoted (III)	Weighted Score (II*III/100)	Weightage (II)	Rate Quoted (III)	Weighted Score (II*III/100)	Weightage (II)	Rate Quoted (III)	Weighted Score (II*III/100)
Α	25	16	4.80	30	18	5.40	30	17	5.10
В	10	14	0.70	05	15	0.75	05	17	0.85
С	05	13	0.65	05	18	1.75	05	19	0.95
D	20	10	2.50	25	7	1.75	25	12	0.30
E	10	9	1.80	20	12	2.40	20	14	2.80
F	20	4	0.20	05	7	0.35	05	8	0.40
G	10	2	0.20	10	5	0.50	10	8	0.80
Total	Weighted Score	<b>e</b>	10.85		I	12.90		I	11.20



As seen from the table, Vendor X, Y and Z have quoted their price for the items types A to G. The weighted score for each item is arrived by using the below formula Weighted score = Weightage \* Rate quoted by each vendor /100

Total weighted score for /each vendor is arrived by adding the weighted scores of all the Item types.

From the above table, the Total Weighted Score for Vendor X is **10.85**, which is least when compared to vendor Y and vendor Z with total weighted score of12.90 and 11.20 respectively. Following the above selection criteria, Vendor X shall be declared as L1.



## THIS DEED OF INDEMNITY BOND executed at Bhopal on this

THIS DEED OF INDEMNITY BOND executed at Bhopal on this day of
month of year two thousand and Twenty One (2021) By M/s, aged duly represented by proprietor / one of its partners Sri, aged, residing at (hereinafter referred to as Tenderer)
In favour of Canara Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office, at 112, J.C. Road, Bangalore - 560002.
Whereas Canara Bank has invited sealed tenders on lump sum rate basis from eligible Tenderers for Catering Services of Circle Office Canara Bank, situated at Plot No 4 PSP Area AIIMS Bhopal. The Tenderer was shortlisted and become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Tenderer by Canara Bank, Circle Office, Bhopal vide their letter
And whereas as per tender documents, the Tenderer has to enter into a Contract Agreement with Canara Bank and execute an Indemnity Bond before starting the work. The Tenderer has entered into Contract Agreement with Canara Bank on
In consideration of Canara Bank having awarded the above said Contract, the Tenderer hereby undertake to indemnify and keep harmless the Canara Bank & its architect from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which Tenderer shall be solely responsible.
Further, Contactor hereby indemnifies and keep Canara Bank indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by Canara Bank on account of breach of the terms and conditions of the Contract by

Signature of Tenderer with seal

the Tenderer.



## CONTRACT AGREEMENT FORMAT

This agreement made on t	this	day of the	month of	in the year
two	thousa	and		and
Twenty One ( 20	<b>19)</b> BETWEEN,	CANARA	<b>BANK</b> a be	ody corporate
constituted und	der	the	Banking	&
Companies (Acquisition and	Transfer of Ur	dertakings	) Act, 1970, ha	aving its Circle
Office at Plot No 4 PSP	Area, AIIMS,	Bhopal,its	s duly constit	cuted attorney
( <u>hereinafter</u> ref	ferred	to	as	Bank)
of the ONE PART;				
	ANI	)		
M/s	_ duly represe	nted by or	ne of its Prop	rietor/Partner
				aged
years, S/o Sri	, resid	ling at		and
having	the	ir		office
at			(hereinafter	called the
<u>Tenderer</u> )	of	1	the	other
part.				
WHEREAS THE Bank is desi	irous of unde	rtaking th	ie	and has
accepted	th	e		tender
opened on2021 su	ibmitted by th	ne Tendere	r & the Tende	rer has agreed
to perform		as		set
out and subject to the term	ms & conditio	ns set for	th in the sa	id documents
mentioned herein under.				
NOW THIS AGREEMENT WITH	NESSETH as follo	ws:		
1. In this agreement words			e the same m	eanings as are
respectively assigned to th				
to.				
2. The following documents	not inconsiste	nt with the	ese presents sh	all be deemed
to form	and		be	read
and construed as part of thi			<del>-</del>	
•	•	•		

a) Notice inviting Tender



b) The Tender Document comprising Tender Notice, General rules & Instruction to tenderers, General Conditions of the Contract, Special; conditions, Appendix 1 to 12 to General Conditions of Contract, Special Conditions of Contract, Technical Specifications (Schedules A, B & C), Priced schedule of quantities, Tender Drawings / Sketches.

c) Corrigendum to tender document if any.	
d) Letter from Tenderer dt in response to the negotiation med	eting
discussions held on	
e) Letter of Acceptance issued to Tenderer by Bank - letter No DT	
·	
f) Letters from and to the Tenderer, if any, leading to and prior to acceptance letter	!

3. In consideration of the payments to be made by the Bank to the Tenderer the Tenderer hereby covenants and agrees with the Bank to construct, complete and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall from part of this agreement.

In witness whereof, the parties here unto have set their respective hands and seals the day and year first above written.

For & on behalf of the theTenderer with seal seal

For & on behalf of Canara Bank with

