REQUEST FOR PROPOSAL
FOR
APPOINTMENT OF CATERING CONTRACTOR

Tender Reference No : UBI/STCG/401
Date of Tender : 09 Oct 2018

UNION BANK OF INDIA
STAFF TRAINING CENTRE
PLOT NO 82, SECTOR 18, GURUGRAM-122001
(Visit us at our website http//www.unionbankofindia.co.in)

NOTE: This document contains 39 pages including this cover page

Owner :

Union Bank of India,
Staff Training Centre,
Plot no. 82, Institutional Area
Sector 18, Gurgaon.
Haryana - 122001

TABLE OF CONTENTS

Sr. No.	Subject	Page No.
1.	SCOPE OF CONTRACT	7
2.	ELIGIBIILTY CRITERIA FOR BIDDERS/CONTRACTORS	7
3.	DISQUALIFICATIONS CONDITIONS	8
4.	INSTRUCTIONS FOR SUBMITTING BID	8
5.	COST OF DOCUMENTS	9
6.	EARNEST MONEY DEPOSIT (EMD)	9
7.	DOCUMENTS REQUIRED TO BE ATTACHED WITH BID	10
8.	BIDDING &SELECTION PROCESS	11
9.	OTHER TERMS & CONDITIONS	12
10.	CORRUPT PRACTICES	14
11.	Annexure-I – TERMS AND CONDITIONS GOVERNING CONTRACT	16
12.	APPENDIX-II FORWARDING/COVERING LETTER	32
13.	APPENDIX –III - TECHNICAL BID DETAILS – PART A	34
14.	APPENDIX - IV (**Technical Bid – Evaluation Criteria for selection**	36
15.	APPENDIX – V PRICE BID- PART B	37
16.	APPENDIX-VI PARTICULARS OF MENU	38

Following terms are used in the document interchangeably to mean:

Bank means Union Bank of India

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

EMDmeans Earnest Money Deposits

SD means Security Deposits

PO means Purchase Order

Vendor, Bidder, Contractor, Agency, Caterer&Service Provider are interchangeable terms and include the personnel engaged by them.

Offer, Bid, Tender, Rates &Application are interchangeable terms.

Invitation to RFP

From :

Union Bank of India
Staff Training Centre,
Plot no. 82, Institutional Area
Sector 18
Gurgaon – 122001

To,

Dear Sirs,

For and on behalf of the Union Bank of India, Staff Training Centre, Gurgaon (hereinafter called the Bank or Union Bank)), theAsstt. General Manager invites BIDS under Two bids System for appointment of catering Contractor for Staff Training Centre, Gurgaon Canteen at Plot no. 82, Institutional Area, Sector, Gurgaon 122001 for a period of two years.

(Asstt. General Manager)

NOTICE INVITING TENDER FOR CATERING SERVICESAND INSTRUCTIONS TO BIDDERS

Union Bank of India (hereinafter called as the 'Bank') invites sealed tender/RFP from reputed and established caterers/catering contractors forproviding catering services in its Staff Training Centre at Plot no 82, Sector 18, Gurugram-122001 (hereinafter called as 'STC Gurugram'), for a period **of Two Years.**

1. Key Dates of the Tender

Activity	Date and Time
Release of tender	**09.10.2018 9.00 AM**
Pre-bid meeting	20.10.2018 13.00 (1.00 PM)
Corrigendum, if required, will be issued online	29.10.2018
Last date of receipt / acceptance of BIDs At STC Gurugram	01.11.2018 11.00 AM
Opening of technical Bid Place: STC Gurugram	01.11.2018 15.30 (3.30 PM)
Opening of Price Bid	Will be intimated to qualified bidder

Note:

a) The dates mentioned above are tentative. Union Bank of India,STC Gurugram may at its discretion, extend this dates and such extension shall be binding on the BIDDERS.

b) If the date up to which the BID is open for acceptance is subsequently declared to be holiday, the BID shall be deemed to remain open for acceptance till the next working day.

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

d) Price Bids of only technically qualified BIDDERS shall be opened on a date to be intimated later on to qualified bidders.

2. The detailed information, eligibility norms and tender document shall be available at the above address during aforesaid period and can also be downloaded from UNION BANK website www.unionbankofindia.co.inORwww.eprocure.gov.in
3. The cost of RFP is Rs.5,000/-(non-refundable) which is to be obtained by the bidder against payment by way of Pay Order / Demand Draft favoring Union Bank of India payable at Gurugram/Delhi/New Delhi. Agencies downloading the tenderforms from website should submit tender cost by PO/DD along with technical / pre-qualification bidby way of Pay order / Demand Draft in favour of Union Bank of India, payable at Gurugram/Delhi/New Delhi.
4. Each tender shall be accompanied by Earnest Money Deposit (EMD) of Rs.1.50 lakh in the form of Pay order / Demand Draft in favour of Union Bank of India, payable at Gurugram/Delhi/New Delhi. Tenders without Earnest Money shall be summarily rejected.
5. The earnest money deposited shall not carry any interest and will be refunded to the unsuccessful bidders after completion of process. Earnest money paid by the successful bidder will be retained by the Bank till completion of agreement /entering to contract and submission of the security deposit of Rs 5.00 Lakh.
6. Any exemptions given by NSIC, GOI or such other authority in payment/Deposit of tender cost and EMD will be duly respected/accepted"

7. Union Bank of India, STC Gurugram,reserves the right to reject any or all BIDs without assigning any reason.

8. Union Bank of India, STC Gurugram,will not enter into negotiation with any Bidders including the Lowest Bidder.

DISCLAIMER

- The information contained in this RFP document or any information provided subsequently is provided to the bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

- This RFP is neither an agreement nor an offer and is only an invitation by the Bank to interested parties who are qualified for submission of bids. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Successful bidder/s.
- The purpose of this RFP is to provide the bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

- Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the bank's website and Government portal.

- The Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties.

ASST. GENERAL MANAGER / CENTRE INCHARGE

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

1. Object/Scope of the Contract

1.1. The Contractor shall have to provide daily catering services to about 70Trainees/Employees/Guests of Union Bank of India,STC Gurugram. The number mentioned above is as per the capacity of the training channels at STC Gurugram. At times no training may be organized in the training center and as such the average number of 70**should not** be assumed to be the minimum number at any point in time. The number of Trainees/Employees/Guests may go up to 150-200 for specific programs/meetings. Presently 2 channels are operational and 3rd channel is likely to be made operational from the next FY. The average number per channel is 20-25.

1.2. The Contractor shall provide snacks & beverages which include Tea, Coffee and cold drinks etc. to the Trainees/Employees/Guests as and when required/instructed.

1.3. Special Break Fast, Lunch, Snacks and Dinner are to be provided on the days of VIP Visits or as and when desired by the Centre In Charge.

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

2. Qualification conditions for BIDDER/CONTRACTOR:

2.1. Bidder/Contractor should have minimum experience of 3 consecutive years in having rendered satisfactory catering services for minimum 70 person per day per siteat Educational Institutes /Training Institutes, Institutional Canteen in Govt. /Public Sector Undertaking/MNC/Private Corporate House/Renowned Club House/Renowned Guest House.(Preferably Bank's training College / Centre) Experience where the contract term commencing 01.04.2015 onwards will only be considered.

2.2. Experience Certificate shall be produced from such customers stating proof of satisfactory execution and completion of the contract(s) besides duly certifying period of contract, and value of work handled, if any. Full details of existing contracts and those contracts entered in past 3 years (i.e. from 01.04.2015) should be given along with satisfactory execution of contract.

2.3. The firm /caterers should have full-fledged establishment/ branch and/or a running unit/place of work where the firm is already providing canteen/catering services in Delhi NCR for at least for the last 3 years.

2.4. The caterer should have professional qualification for carrying out catering activities or have hired and will hire employeeswho are professionally qualified.

2.5. The firm should have capital base of minimum of Rs.10 lakh as on 31.03.2018 and be in profit in last Three years i.e. FY 2016-17, 2015-16& 2014-15.

2.6. The firm should have an average annual turnover of Rs. 35 Lakhduring the last three financial years .The period of three financial years would be taken from 01.04.2015.

2.7. Should have all statutory registration /certifications/permissions and a valid PAN card etc.

2.8. The firm/caterer should have sufficient manpower to cater to the requirements of the Bank. The contractor should provide minimum of 12 employee on regular basis at different role.

2.9. The track record of the catering agency should be clean and it should not have been involved in any illegal activity or financial frauds. Tenders should be accompanied by a declaration to this effect on the letterhead of the bidder(s).

3. Disqualification Conditions.

3.1. BIDDER/CONTRACTOR who has been blacklisted or otherwise debarred by UNION BANK OF INDIA or any Department of Central or State Government or any other Public Sector Undertaking/Educational Institute/Training Institute,Institutional Canteen in Govt. /PublicSector Undertaking/Private corporate house/renowned club house/renowned guest house will be ineligible during the period of such blacklisting or for a period of 5 years from such an event, whichever is later.

3.2. Any BIDDER/CONTRACTOR, whose contract with the UNION BANK OF INDIA, or any Department of Central or State Government or any other Public Sector Undertakinghas been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.

3.3. BIDDER/CONTRACTOR whose Earnest Money Deposit and/or Performance Security Deposit has ever been forfeited by UNION BANK OF INDIA or any Department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.

3.4. If the Proprietor/any of the Partners of the BIDDER/CONTRACTOR Firm/any of the Director of the BIDDER/CONTRACTOR Company has been, at any time, convicted by a court of an offence and sentenced to imprisonment, such BIDDER/CONTRACTOR will be ineligible.

3.5. While considering ineligibility arising out of any of the above clauses, Incurring of any such disqualification in any capacity whatsoever (even as a Proprietor, Partner in another Firm, or as Director of a Company etc.) will render the BID disqualified.

3.6. If license has been forfeited in between(during 5 years) or unit is seized for adulteration or quality issues by the statutory authority and found guilty of misconduct will render the bidder disqualified.

3.7. Any caterer in whatever capacity, where any disputes or court cases pending in cases related to Union Bank of India shall render the bid disqualified.

4. Submission of BID

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

4.1. Technical Bid (PART-A) (Annexure III)
This will contain the Bidders' covering/offer/forwarding letter, Bank's terms and conditions for the services, Technical Bid proforma with Annexures and appendices as per clause 7.2

along with EMD in the form of a Demand Draft and application fee if not already submitted.All the columns in the proforma should be duly filled in and signed by the authorized signatory. The bid is to be sealed in one cover, superscribed "Technical Bid"

4.2. Price Bid (PART- B) (Annexure V)
This will contain only rates in Indian Rupees in figures and words and should be sealed in a separate cover, superscribed "Price Bid". No other enclosure is permitted in Price Bid. Change in the terms and conditions and technical deviations, if any, found in Price Bid of the tender will not be taken into account and will be treated as null and void. Any information and enclosure other than prices against the items appearing in Price Bid shall not be considered for evaluation

4.3. Both Technical Bid and Price Bid should be kept in one sealed envelope super scribed as "RFP for appointment of catering Contractor at Union Bank of India STC Gurugram" and addressed to the Assistant General Manager/Centre In Charge, Union Bank of India Staff Training Centre,Plot No 82, Sector 18, Gurugram-122001, with the name and address of the BIDDER/CONTRACTOR.

4.4. The sealed envelope to be dropped in the tender box kept at Administration Department, Union Bank of India, Staff Training Centre, Plot No 82, Sector 18, Gurugram-122001, on or before 01.11.2018, 11.00 AM

4.5. Outstation BIDDER/CONTRACTORs may send their BIDs by Speed/ Registered Post only to Assistant General Manager/Centre In Charge, Union Bank of India,Staff Training Centre, Plot No 82, Sector 18, Gurugram-122001. Bank shall not be responsible for transit delay and if BIDs are not received on or before 11.00 A.M on 01.11.2018 at the above address, such bids will be summarily rejected.

5. Terms governing the submission of bids.

5.1. The bidder must use the formats provided in the tender document. The tender form must be filled in Hindi/English only.

5.2. Incomplete Bid shall not be considered. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.

5.3. The RFP Form shall be filled in by BIDDER/CONTRACTOR legibly, neatly andaccurately. Any alteration, erasures, oroverwritingshouldbedulyauthenticated by the authorized signatory.

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

5.5. Each page of the tender document including attachments should be duly signed by the authorized signatory (who has signed the Bid).Person(s) signing the BID shall state in whatsoever capacity he is, or they are signing the BID.

5.5.1. In case of Partnership Firm (Registered or Unregistered)& LLP, the names of all Partners should be disclosed and the BID shall be signed by all the Partners or their duly Constituted Attorney, having authority to bind all the Partners in all matters pertaining to the Contract. The original or an attested copy of the Partnership Deed/LLP agreement should be furnished along with the BID. In case of Limited Company, the names of all the Directors shall be mentioned and a copy of the Resolution passed by the Company authorizing the person signing the BID to do so on

behalf of the Company shall be attached to the BID along with a copy of Certificate of Incorporation, Memorandum and Articles of Association of the Company.

5.5.2. The person signing the BID, or any documents forming part of the BID, on behalf of another, or on behalf of a Firm (Proprietorship/ Partnership/ LLP) shall be responsible to produce a proper Power of Attorney duly executed in his favour, stating that he has authority to bind such other person, or the Firm, as the case may be, in all matters, pertaining to the Contract. If the person so signing the BID fails to produce the said Power of Attorney, his BID shall be summarily rejected without prejudice to any other rights & remedies of UNION BANK OF INDIA under the Contract & other Laws.

5.5.3. The Power of Attorney should be signed by the Proprietor in the case of proprietary concern, by all the partners in the case of a firm, and by the person who by his signature can bind the company in the case of a Limited Company. The entire BID document must also be signed on each page by the authorized person

6. Costs and Deposits/Performance Bank Guarantee:

6.1. Cost of RFP: Rs. 5000/- in the form of DD/Pay Order issued by a scheduled Bank in favour of Union Bank of India payable at Gurugram/New Delhi, to be submitted along with the technical bid. Any bid without Bid Purchase amount render the bid invalid.

6.2. Earnest Money Deposit (EMD): Each BID must be accompanied by an Earnest Money of Rs.1,50,000.00 (Rupees One Lakh Fifty Thousands only) in the form of a D.D/Pay Order issued by a Scheduled Bank in favor of Union Bank of India payable at Gurugram/New Delhi. BID not accompanied by Earnest Money shall be summarily rejected.

6.2.1. The Earnest Money will be returned to all unsuccessful BIDDERs within a period of 30 days from the date of issue of the acceptance letter and to a successful BIDDER/CONTRACTOR, after he has furnished the Performance Security Deposit, if he does not desire the same (EMD) to be adjusted towards the Performance Security Deposit. No interest shall be payable on Earnest Money, in any case.

6.2.2. The BIDDER/CONTRACTOR shall be permitted to BID on the express condition that in case he modifies his offer, or terms & conditions thereof, after submitting his BID, for any reason whatsoever during the RFP process, the Earnest Money deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Bank under the contract and any other law, and the BIDDER/CONTRACTOR will be liable for any loss suffered by the Bank on account of his withdrawal/modification etc., besides forfeiture of EMD. He will also bedebarred from participating in any other RFP with UNION BANK OF INDIA for aperiod of 5 years from the date of current RFP.

6.3. Performance Security Deposit:

6.3.1. The successful BIDDER/CONTRACTOR shall furnish, within seven working days of acceptance of his BID, a Performance Security Deposit of Rs.5,00,000/- (Rupees Five Lakhs only) for the due performance of his obligations under the contract. Performance Security Deposit will be accepted through Demand Draft/Pay Order (issued by a scheduled bank or Electronic clearing system (ECS)/other electronic means in favour of Union Bank of India payable at Gurugram). Alternatively, the bidder can furnish a Performance Bank Guarantee for equivalent value from an Indian Commercial Bank as per the format

prescribed by the Bank. Such Performance Bank Guarantee should have validity period of 90 days beyond the contract period.

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

6.3.3. If the successful BIDDER/CONTRACTOR had previously held any contract and furnished Performance Security Deposit or Performance Bank Guarantee, the same shall not be adjusted against this BID and a fresh Performance Security Deposit or Performance Bank Guarantee will be required to be furnished.

7. DOCUMENTS REQUIRED TO BE ATTACHED WITH BID

7.1. The bidder should fill legibly and signthe forwarding/covering letter on the letterhead of the firm.

7.2. The technical bid cover should have following documents arranged serially and clearly indicating the name of the document.

7.2.1. Forwarding / Cover Letter
7.2.2. Technical Bid (Annexure III) with following supporting documents
a) Proof of Entity – Partnership/LLP deed, Certificate of Incorporation/ Articles& Memorandum of Association as applicable.
b) Experience Certificate
c) FSSAI Registration certificate
a) Attested Copy of Income Tax PAN Card
b) Attested Copy of Employees Provident Fund Registration Certificate
c) Attested Copy of ESI Registration Certificate
d) Attested Copy of GST Registration Certificate
e) Attested Copy of Certificate of Technical Qualification of Cooks/Other Person(s)
f) Attested Copy of License under Shops and Establishment Act
g) Attested Copy of Registration Certificate under Contract Labour Act.
h) Power of Attorney if applicable
i) Copy of Audited Financials of the firm for 3 years upto 31.03.2018

7.3. **Termsand conditions governing contract for catering (Annexure I)**
7.4. Demand Draft for Bid Purchase amount of Rs. 5000.00
7.5. Demand Draft for Earnest Money Deposit of Rs. 150000.00
7.6. Solvency Certificate for minimum Rs. 10 lakhs

8. Bidding and selection Process:

8.1. The sealed envelope to be dropped in the tender box kept at Administration Department, Union Bank of India, Staff Training Centre, Plot No 82, Sector 18, Gurugram-122001. Outstation BIDDER/CONTRACTORs may send their BIDs by Speed/ Registered Post only to Assistant General Manager/Centre In Charge, Union Bank of India Staff Training Centre, Plot No 82, Sector 18, Gurugram-122001. Bank shall not be responsible for transit delay and if BIDs are not received on or before 11.00 A.M the 01.11.2018 at the above address, such bids will be summarily rejected.

8.2. The last date for submission of bid is 01.11.2018, 11.00 AM. Any bids received at Administration Department of STC Gurugram after this time and date will summarily be rejected.

8.3. Pre-Bid Meeting will be held at 3.00 p.m. on 20.10.2018 at Administration Department, Union Bank of India, STC Gurugram. The interested bidders can send their queries if any, by e-mail atleast 3 working days before the pre bid meeting onthe following e mail id:stcgurgaon@unionbankofindia.com.

8.4. Opening of Technical bids: The Technical Bid will be opened at the Office of the Assistant General Manager/Centre in Charge at Union Bank of India, STC Gurugramat the fixed time and the date as indicated in RFP document. The bidder may choose to be present either in person or through an authorized representative at the time of opening of the Technical Bid. The representative should produce the authorization letter issued by the contractor for participating in Technical / Price Bid.

8.5. The bidders will be assessed for eligibility criteria and technical evaluation as per Annexure IV, for score of 70.

8.6. Bidders scoring 50 out of 70 in 'pre inspection evaluation' as per set criteria will be eligible for inspection of unit.

8.7. Bank will be at the liberty to visit the office/work place of the short listed bidders. Bidders who score atleast 20 out of 30 in the inspection of unit and overall minimum score of 70 out of 100 will be eligible for further processing and opening of Commercial Bid. The bidders who score less than 20 out of 30 in 'inspection of unit' will be rejected even though overall score is 70 and above out of 100.

8.8. Opening of Price Bids: Price Bids of only those bidders shall be opened who qualify in Technical Bids and inspection as above. The date of opening of price bid will be intimated to the shortlisted bidders through email. The shortlisted bidder may choose to present for opening of price bid at the place and time specified, either in person or through an authorized representative.

8.9. Bank reserves the right for disqualifying any bidder on account of failure in technical bid and inspection without any prejudice.

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

8.11. Union Bank of India, STC Gurugram, will not enter into negotiation with any Bidders including the Lowest Bidder.

9. Other Terms & Conditions:

9.1. Tenders received after the prescribed time and date will not be considered and rejected forthwith. Decision of the bank in this regard shall be final, conclusive and binding on the bidders.

9.2. Bank reserves the right to amend/ modify the tender document or of issuing any corrigendum to the bid process. The bidder shall not claim as a right for the Bank to do the

aforesaid.

9.3. The bidder shall bear all costs associated with the preparation and submission of its bid and the Bank shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including cancellation or abandonment of the bidding process.

9.4. Conditional tenders / incomplete tenders will not be accepted and will be summarily rejected.

9.5. The bids would be valid for 90 days from the last day of submission of tender.

9.6. The bidders would be ranked on the basis of rates quoted by them for breakfast, Meals, snacks items and tea/coffee cup rates. The bidder with the lowest total cost so computed shall qualify as L1.In the unlikely event of a tie between / amongst the bidders, the bidder with higher score in technical evaluation shall qualify as L1.

9.7. The caterer shall submit along with bid the termsand conditions governing contract for catering as per Annexure I, and all terms are binding on the shortlisted/successful bidder/contractor.

9.8. The written offer of contract issued to the successful bidder/contractor shall be accepted by the bidder in writing within seven days from the date of issue of the offer letter. Failure to accept the offer within this period will result in forfeiture of the EMD. The caterer shall execute an agreement with the Bank on stamped paper within fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract as per terms and conditions of the RFP, as though such an agreement has been executed and all the terms and conditions on this contractshall apply.

9.9. The successful bidder/contractor shall commence the services from the date as may be specified by the Bank's STC Gurugram after acceptance of the Offer is complete. The failure, delay or evasion on the part of the successful bidder/ contractor to commence the services within the period mentioned above will also result in termination of the contract and forfeiture of the EMD.

9.10. No escalation in rates will be permitted during the tenure of the contract. Also, no subsidy of any kind will be given by the Bank. However, should there be an unprecedented rise in the price of food items over a long time period, the contractor can put in a request to the Bank for a reasonable increase in the rate. Any decision in this regard by the Bank shall be final, conclusive and binding on the bidders.

9.11. Bank reserves the right to terminate the contract at any time during the currency of the contract period by giving 30 days prior notice in writing without assigning any reason there for. However, the Contractor shall not be liable for any compensation for premature termination. In the case of failure to provide the Catering Services for the minimum period of the contract, the Bank has the right to forfeit the EMD/Securtiy Deposit amount paid /deposited by the successful bidder/ invoke the Bank Guarantee provided by bidder.

9.12. The contractor shall be solely responsible for compliance with the provisions of all central and state laws, various taxes (GST, Income tax etc), labour and industrial laws, such as Minimum Wages Act, Compensation Act, EPF Act, Payment of Bonus Act, Gratuity Act, The Contract Labour Regulation and Abolition Act etc. relating to persons deployed for providing services to Bank. In the event that the Bank as Principal Employer is

required/called upon to pay any amount to the contract labourer engaged by the contractor due to lapse or, default on the part of the contractor in discharging his obligation towards the contract labourer in terms of any law in force, the contractor shall be liable to reimburse such amount paid to the Bank.

9.13. The contractor has to submit quarterly PF statements and copy of ESI card as proof of complying with PF and ESI Act respectively. He has to submit money deposit challans of PF, ESI and GST on quarterly basis.

9.14. Sexual Harassment:The Contractor shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013"

i. In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.
ii. Any complaint of sexual harassment from any aggrieved employee of the Bank against any employee/s of the contractor shall be taken cognizance of by the Bank.
iii. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual harassment/violence by the employee of the contractor is proved.
iv. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

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

10. Corrupt Practices:

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

11. If the information given by the BIDDER/CONTRACTOR in the BID Document and its Annexures & Appendices are found to be false /incorrect at any stage, Bank shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights & remedies that the Bank may have under the Contract and any other law, besides forfeiting the

Security Deposit / Performance Bank Guarantee.

Annexure-I

TERMSAND CONDITIONS GOVERNING CONTRACT FOR CATERING AT UNION BANK OF INDIA, STAFF TRAINING CENTRE, PLOT NO 82, SECTOR 18, GURUGRAM-122001

1. **Definitions**

1.1 The term "Contract" shall mean and include the Invitation to RFP , instructions to BIDDERs/CONTRACTORs, the RFP/tender document, its Annexures, Appendices,acceptance of RFP and such general and special conditions as may be added to it.

1.2 The term "Bidder" shall mean the person/firm/company/entity who in response to the RFP has submitted the Bid document to take part in selection process.

1.3 The term "Contractor" shall mean and include the person(s), Firm (Proprietorship/Partnership/LLP) or Company with whom the contract has been awarded including their Heirs, Executors, Administrators and Successors and the permitted Assignees as the case may be.

1.4 The term "Contract Rates" shall mean the rates of payment accepted by the Union Bank of India.

1.5 The term "Bank" or "UNION BANK" wherever they occur shall mean Union Bank of India established under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970, and shall include its successor(s) and assigns.

1.6 The term "Assistant General Manager" shall mean Assistant General Manager/Centre in Charge of Union Bank of India, Staff Training Centre, Plot No 82, Sector 18, Gurugram-122001 under whose administrative jurisdiction, catering services have to be provided.

1.7 The term 'STC Gurugram" shall mean the Staff Training Centre, Plot No 82, Sector 18, Gurugram-122001.

1.8 The term "canteen" shall mean canteen at Union Bank of India, Staff Training Centre, Plot No 82, Sector 18, Gurugram-122001.

a. The term "Services" shall mean provision of any of the items of work enumerated in the RFP document or as may be indicated by the Assistant General Manager/Centre in Charge or an officer acting on his behalf.

b. The term "worker" shall mean contractor's employee engaged in the canteen of bank for Catering.

2. Parties to the Contract :

2.1. The parties to the Contract are Contractor and the Bank represented by the Assistant General Manager/Centre in Charge and/or any other person authorized and acting on his behalf.

2.2. The person signing the BID or any other documents forming part of the BID, on behalf of

any other person or a Firm shall be deemed to warrant that he has the authority to bind such other person or the Firm, as the case may be, in all matters pertaining to the Contract. If at any stage it is found that the person concerned had no such authority, the Bank may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory liable for all costs and damages.

2.3. Notice or any other action to be taken on behalf of the Bank may be given/taken by the Assistant General Manager/Centre in Charge or any officer so authorized and acting on his behalf.

3. Constitution of Contractors:

3.1. Bidders/Contractors shall, in the BID indicate whether they are a Sole Proprietary Concern, or Partnership Firm (Registered or Unregistered), a Limited Liability Partnership (LLP) or a Private Limited Company, or a Public Limited Company. The composition of the Partnership, names of partners of LLP or names of Directors of Company, as applicable, shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contractor in respect of the Contract and his acts shall be binding on the Contractor.

3.2. If the BIDDER/CONTRACTOR is a Partnership Firm, there shall not be any reconstitution of the partnership without the prior written consent of the Bank till the satisfactory completion of the Contract, failing which the Contract shall be forthwith liable for termination treating it as breach of Contract by the Contractor with consequences following there from.

3.3. The Contractor shall notify to the Bank the death/resignation of any of their Partners/Director(s) immediately on the occurrence of such an event. On receipt of such Notice, the Bank shall have the right to terminate the Contract.

4. Subletting:

The Contractor shall not sublet, transfer, or assign the Contract, or any part thereof. The contractor shall not employ the services of any sub-contractor directly or indirectly for the purpose of catering services pursuant to this contract.

5. Relationship with third parties:

All transactions between the Contractor and third parties shall be carried out as between two principals without reference to the Bank in any event. The Contractor shall also undertake to make third parties fully aware of the aforesaid position.

6. Liability for Personnel

6.1 All persons employed by the Contractor shall be engaged by him as his own employees in all respects, and all rights and liabilities under the Contract Labour (R&A) Act, 1970 or Indian Factories Act, or the Workmen Compensation Act, or Employees Provident Fund Act, or Minimum wages Act or ESI Act and other applicable enactments, in respect of all such personnel shall exclusively be that of the Contractor. The contractor or the persons engaged by him will have no claim or rightwhatsoever to be absorbed in the employment of the bank at any time or under any circumstances whatsoever. The

contractor shall solely be liable for the employment or disputes raised by his employees and shall personally defend bank in any consequences thereof. The Contractor shall be bound to indemnify the Bank against all the claims whatsoever in respect of its personnel under the Workmen Compensation Act, 1923 or EPFMP Act or ESI Act or any statutory modification thereof or otherwise for or in respect of any damage or penalty or interest or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in employment of the Contractor or not.

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

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

6.4 The contractor shall maintain and submit following Records & Returns prescribed under the EPF Act 1952 and any other returns prescribed in future or the Scheme framed there under to the Authority designated under the said Act and to the Assistant General Manager/Centre in Charge, of the Bank or any officer acting on his behalf:-

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

6.5 The contractor shall, within 7 days of the close of every month, submit to the Bank, a Statement showing the recoveries of Contribution in respect of Employees employed by or through him and shall have to furnish such information as is required to be furnished under the provisions of Employees Provident Fund Scheme 1952 to the Commissioner.

6.6 The Contractor shall maintain Inspection Note Book in the form as may be specified by the

Commissioner, for an Inspector to record his observations on his visit. The Contractor shall also make available the same when asked for inspection to the Officers of the Regional Provident Fund Commissioner and to the Assistant General Manager/Centre in Charge, Union Bank of India or Officer authorized by him or acting on his behalf.

6.7 If the Contractor fails to submit the prescribed Returns, Records and other documents to the designated authority under the EPF & MP Act, 1952 and Scheme framed there under and also to Assistant General Manager/Centre in Charge, Union Bank of India or an Officer acting on his behalf, UNION BANK OF INDIA will be at liberty to with-hold the pending bills, Performance Security Deposit etc., and or any other payments due to the Contractor.

6.8 In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with the labour regulations enactments made by the State Govt./Central Govt. from time to time in regard to payments of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage book and wage slip, publication of the scale of wages and other terms of employment, \inspection and submission of periodical returns and all other matters of like nature.

6.9 Notwithstanding the fact whether the said legislations, enactments or any statutory modifications thereof, are applicable or not to the employees/workers employed by the contractor he shall comply with the guidelines given in para 6.10.

6.10 Payments of Wages to Workers:-The contractor shall pay not less than minimum wages prescribed, by Haryana Government or wages prescribed by Govt. of India for Public Sector Undertaking, whichever is more to the workers engaged by them either on time rate basis or on piece rate basis on the work. Minimum wages both for the time rate and for the piece rate work shall mean the rates(s) notified by appropriate authority from time to time during the currency of contract period. The validity of the labour license has to be ensured by the contractor and they are liable for timely renewal. Any penalty raised in lieu of expiry of license will be borne by the contractor and Bank will not bear any loss.

The contractor shall maintain following records and registers as per Minimum Wages Act, 1948 & central Rules made thereunder:-

Form - I	Register of fines.
Form – II	Register of deduction for damage or loss caused to employer by the neglect or default of the employed person.
Form - III	Annual return.
Form - IV	O.T. Register for workers.
Form – V	Muster Roll
Form - IX A	Abstract of the Act & Rules to be displayed on Notice Board.
Form- XI	Wages slips should be issued to the Contract Labour in a day prior to disbursement of wages.

The proforma of Wage book, Wage Slip, Register of unpaid wages and Register of Fines and Deductions giving the particulars shall be provided by the Bank. That equal wages to women labour at par with men shall be paid for similar nature of work by the contractor.

6.11 Every Bidder/Contractor whose BID is accepted by the Bank must have license from the prescribed licensing authority in terms of Section 12 of the Contract Labour (R&A) Rules,

1971 before entering upon any work under the contract. The contractor shall also obtain temporary licenses whenever required under rule 32 of the relevant Rules in cases where he intends to employ more labour in number than that mentioned in the regular license for short durations not exceeding 15 days. The contractor shall also get the temporary license renewed whenever necessary. If for any reason, the application for a license is finally rejected by the licensing/appellate authority, the contract shall be liable to be terminated at the risk and cost of the contractor and the decision of the Assistant General Manager/Centre in Charge in this behalf shall be final and binding on the contractor.

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

6.11.2 As per rule 25(2)(VIII), contractor shall file a return intimating commencement/completion of contract work within 15 days to the inspector in Form VI A.

6.11.3 As per Rule 75, the contractor shall maintain a Register of workmen Employed in form - XIII and he shall also display hours of work, nature of duty etc.

6.11.4 Employment Card shall be given by contractor in form XIV to each worker within 3 days of employment as per Rule 76.

6.11.5 Every contractor shall issue a Service Certificate in Form - XV to the workman on termination of his services as per Rule 77.

6.11.6 As per rule 82(1), every contractor shall submit Half Yearly returns in duplicate in Form -XXIV to Licensing Officer within 30 days from the close of half year.

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

6.11.8 The contractor shall also maintain following records / registers:

- 6.11.8.1 Muster Roll in Form - XVI.
- 6.11.8.2 Register for deduction for damage, loss in Form XX as per Rule78 (1)(a)(ii).
- 6.11.8.3 Register of Fines in form - XXI.
- 6.11.8.4 Register of Advances in form - XXII.

6.12 The contractor shall also comply with all Rules, Acts and Regulations made by the State Govt. / Central Govt. from time to time pertaining to the contract, including all labour laws. Assistant General Manager/Centre in Charge, UNION BANK OF INDIA, Staff Training Centre, Gurugram reserves the right to withhold 20% of the amount from the monthly bills of the contractor for any financial liability under the contract due to non-compliance of any act/rules/regulation or otherwise. The amount so deducted will only be refunded /adjusted when contractor produces proof for fulfilling statutory obligations as stipulated in different labour Acts/Rules/Instructions /Circulars etc., applicable to the contract.

6.13 The contractor shall comply with the provisions as regards provisions of first aid facilities, weekly off, attendance allowance etc. as contained in the contract labour (R&A) Act-1970 and other applicable laws as amended from time to time.

6.14 The contractor shall be solely responsible for the redressal of grievances / resolutions of disputes relating to persons deployed by him. UNION BANK STAFF TRAINING CENTRE, GURUGRAM shall, in no way, be responsible for settlement of such issues whatsoever. UNION BANK OF INDIA shall not be responsible for any damages, losses, claims, financials or other injury to any person deployed by contractor in the course of their performing the functions/duties or payment towards any compensation.

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

him in the canteen of Bank. The persons so deployed by the contractor in the Bank shall not have claims for employee-employer relationship, master and servant relationship or any principal and Agent relationship with or against Bank.

6.16 In case of termination of this contract on its expiry or otherwise, the persons so deployed by the contractor shall not be entitled to and will have no claim for any absorption in the regular or otherwise capacity in the Bank. Contractor shall make this known to persons deployed by him.

6.17 The personnel deployed by the contractor shall be the employees of the contractor and shall neither claim nor shall be entitled to any pay, perks and other facilities admissible to casual, adhoc, regular/confirmed employees of Bank during the Contract or after expiry of the contract.

6.18 The contractor shall take all precautionary measures to ensure safety of the workmen employed by it and Bank will not be responsible in case of any eventuality.Any liability arising out of accident or death of any personnel, employed by the contractor, while on duty shall be borne by the contractor.

7. Bribe, Commission, Gift etc.

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

8. Period of Contract:

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

8.2. Assistant General Manager/Centre in Charge /authorized representative **solely** reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof by giving 30 days' Notice in writing to the Contractor at the notified address and the Contractors shall not be entitled to any compensation for such termination. The action of the Assistant General Manager/Centre in Charge under this clause shall be final, conclusive and binding on the Contractor. In case of any serious lapses / nonperformance (non- serving of food)/downgrading of feedback/rating or in emergent situations the Assistant General Manager/Centre In Charge under this clause can terminate the contract with immediate effect giving final intimation.Also in case of down grading of feedback and rating of more than 2 (out of 5, 1 being the best), AGM/CIC may deduct an amount 2% of bill amount as penalty for the concerned period.

9. Performance Security Deposit

9.1. The successful BIDDER/CONTRACTOR shall furnish, within seven working days of acceptance of his BID, a Performance Security Deposit of Rs.5,00,000/- (Rupees Five Lakhs only) for the due performance of his obligations under the contract. Performance Security Deposit will be accepted through Demand Draft/Pay Order (issued by a scheduled bank or Electronic

clearing system (ECS)/other electronic means in favour of Union Bank of India payable at Gurugram). Alternatively, the contractor may furnish a Performance Bank Guarantee from an Indian Commercial Bank in an acceptable form by the bank. The Performance security should remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the contractor/supplier.

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

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

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

9.5. The Performance Security Deposit of Rs.5,00,000/-(Five Lakhs Only) as aforesaid will be refunded to the Contractor on satisfactory performance of the services and on completion of all obligations by the Contractor under the terms of the contract, and on submission of an absolute "No demand certificate" from the concerned RPFC or any Authority designated under the EPF & MP Act-1952 regarding due and correct deposit of EPF of the employees engaged by him for the contract period and on return of goods/Articles in good condition or any property belonging to the Bank which may have been issued to him subject to such deductions from the Performance Security as may be necessary for recovering the Bank's claims against the Contractor. The Bank will not be liable for payment of any interest for delayed refund of the Performance Security Deposit.

10. Liability of Contractor for losses suffered by Bank:

The Contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Bank due to the Contractor's negligence and poor/under performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Bank, or in particular to any property or plant belonging to the Bank, due to any act, whether negligent or otherwise, of the Contractor or his employees. The decision of the Assistant General Manager/Centre in Charge, regarding such failure of the Contractor and their liability for the losses, etc. suffered by the Bank, and the quantification of such losses, shall be final and binding on the Contractor.

11. Summary termination of the Contract:

11.1. In the event of the contractor having been imprisoned for engagement in criminal

activities or adjudged insolvent or going into liquidation or winding up his business or making arrangement with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Assistant General Manager/Centre in Charge / an official as authorised by bank, shall be at liberty to terminate the contract forthwith without prejudice to any other right or remedies under the contract and any other law and to get the work done for the unexpired period of the contract at the Risk and Cost of the contractor and to claim from the contractor any resultant loss sustained or cost incurred.

11.2. The Assistant General Manager/Centre in Charge / an official as authorised by bank, shall also have without prejudice to other rights and remedies, the right, in the event of breach of the contract or any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the Risk and Cost of the contractor and/ or forfeit the Performance security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or cost that may be suffered or incurred by the Bank due to the contractor's negligence or poor/under performance of any of the services under the contract.

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

12.1. The Bank shall be at liberty to get reimbursement from contractor for any damages, losses, charges, costs or expenses suffered or incurred by it. The total sum claimed shall be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under this, or any other, Contract with the Bank. In the event of the sum which may be due from the Contractor as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Contractor as aforesaid shall be deducted from the Performance Security Deposit, furnished by the Contractor. Should this sum also be not sufficient to cover the full amount claimed by the Bank, the Contractor shall pay to the Bank on demand the remaining balance of the aforesaid sum claimed.

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

13. Responsibilities of the Contractor:

13.1. The Director(s)/CEO/Partners/ Proprietor/Owner should visit the campus atleast once in a month and discuss the performance of the firm with Centre Incharge. Top management of the company/partners of the firm/Proprietor should be easily accessible to Centre Incharge for discussion of any issues related to contract.

13.2. The Food served by the Contractor shall be of good quality and hygienic. The Assistant General Manager/Centre in Charge or his nominee may at any time take samples thereof free of cost, for the purpose of inspection and his decision regarding desirability or quality of the articles offered for consumption shall be final.

13.3. The Menu as prescribed in the Annexure - VI to this RFP shall have to be adhered to by the contractor. If owing to any development hereafter taking place adherence to that Menu is rendered difficult, the decision of the Assistant General Manager/Centre in Charge on any changes to be made in the Menu shall be binding on the Contractor. Even otherwise, the Assistant General Manager/Centre in Charge or his nominees reserve the right to make changes in the Menu if felt necessary.

13.4. The raw material used in the preparation of food shall conform to Food Quality specifications and should be registered under FSSAI and as per quality/brand to be approved by the Assistant General Manager/Centre in Charge or any officer appointed by him to do so. Illustrative (but not exhaustive) quality brands of some of the products to be used by the contractor are specified as under.

a) Medium of cooking will be Premium quality vegetable oil e.g. Sunflower, Rice bran, of reputed brands like Saffola, Sundrop, Fortune, Patanjali, Nature fresh etc. with prior approval of Assistant General Manager/Centre in Charge.
b) Standardized full cream/Single Toned milk in poly-pack of reputed/ recognized manufacturer like Amul, Mother Dairy, Nandini, or any other brand to be approved by Assistant General Manager/Centre in Charge.
c) Butter of Amul/Mother Dairy/any other brand to be approved by Assistant General Manager/Centre in Charge.
d) Ice Cream of Amul/ Mother Dairy/Kwality/Vadilal etc. or any other brand with prior approval of Assistant General Manager/Centre in Charge.
e) Premium Biscuits of standard brands to be approved by Assistant General Manager/Centre in Charge.
f) Premium quality Atta/ Sooji/Besan of Ashirwad/Rajdhani/Shakti bhog/Patanjali or any other brand to be approved by Assistant General Manager/Centre in Charge.
g) Premium quality Basmati rice(full grain) of Kohinoor/LalQuila/India Gate or any other brand to be approved by Assistant General Manager/Centre in Charge.
h) Premium Tea bags of Brooke Bond/TajMahal/Lipton/Tata/Girnar etc. or any other brand to be approved by Assistant General Manager/Centre in Charge.
i) Coffee of Nestle, Bru, etc. or any other brand to be approved by Assistant General Manager/Centre in Charge.
j) Spices of approved quality like MDH, MTR, Catch, Rajdhani, Patanjali, etc. or any other brand to be approved by Assistant General Manager/Centre in Charge.
k) Unpolished Dal/ Chemical polish-free Dal or any brand as approved by the Assistant General Manager/Centre in Charge.
l) In case any material is purchased from outside the campus like sweets etc..then the brand/make/type would be as decided by Assistant General Manager/Centre In Charge and no unbranded/substandard good would be allowed at any cost.

13.5. The Contractor shall provide sufficient workers to ensure smooth running of the canteen duly identified with their address, comprising of Skilled Supervisor, Cook with helper, worker(s), washing utensils, and waiters with the provision to increase according to number of employees & requirement. The workers in the kitchen and dining hall should be clean, healthy and free from any disease. He shall arrange for annual medical tests of his staff, at his cost, at an approved Govt hospital. Any person found to be medically unfit or, unsuitable shall have to be removed and suitable replacement shall have to be arranged by the caterer.

13.6. The contractor shall ensure that the workmen staff in catering are suitably trained, well mannered, sober and honest in their dealings with the employees and guests of the Bank. The contractor shall ensure that waiters and workers are in uniform (Hand Gloves, Caps &

Dress etc.), while on duty, as approved by the Assistant General Manager/Centre in Charge / an official as authorised by bank. The cost of supply and washing uniforms etc. will be borne by the Contractor. The contractor should also ensure that the workers are proficient enough to serve the guests/trainees/employees. In case it is found by the Assistant General Manager/Centre In Charge that a particular worker/supervisor is not competent enough to serve /work for the satisfaction of the guests/employees/trainees then on the instruction of the Centre In Charge/Assistant General Manager, the Contractor will have to replace the worker concerned.

13.7. The Contractor shall be provided kitchen equipment's namely Refrigerator, Deep Freezer, Hot Case, Tea-Coffee Dispenser with separate containers for Tea & Coffee (no. of unit as per requirement), Microwave Oven, Chapatti maker, Food processor for cutting & slicing, etc. at the commencement of the contract. The Contractor shall be responsible for its safe custody etc. The cutlery, crockery, Gas Stove, Dosa Plate, Bulk Cooker, Containers for cooking, mixture, Grinder and other equipment required as per menu, Electrical Kettle and Utensils will also be arranged by Bank. No charges will be levied by Union Bank of India for these items. The contractor shall ensure minimum breakage / pilferage of the articles. The Contractor shall be responsible for any loss or damage, other than normal wear & tear and breakages to any furniture, fittings, stores, utensils, cutlery, crockery or any other goods or articles kept in the said premises by the Bank. The canteen committee, mentioned hereinafter, is empowered to assess the quantum of loss or damage other than normal wear and tear and the cost of said loss or damage will have to be borne by the contractor. In the case of utensils, cutlery and crockery etc. cost of breakage/loss beyond 10% of the cost of the class/type of such product(s) so broken/lost, will be recovered from the contractor. This assessment would be done every month.

The Contractor shall be responsible for taking good care of all items/equipment mentioned hereinabove. The Vendor shall bring to the notice of Bank, if any repairing work that are required to be undertaken from time to time. If any repairing of the equipment are to be made on account of mishandling/negligence of the Vendor, except normal wear and tear, the said items shall be repaired by the Contractor at his cost. All the maintenance of the above mentioned items/equipment are to be carried out by the Vendor at its own cost on day to day basis.

13.8. The Contractor shall maintain inventory of the items given to him and give inventory statement by 1st week of every Month indicating any breakage/loss of the items provided. Cost of any items missing and breakage due to negligence / mishandling will be recovered from the Contractor fully. The Contractor shall be responsible for maintaining the entire dining area spotlessly clean at all times. The crockery, cutlery, furniture and utensils used in the serving of food shall always be in clean and hygienic condition.

13.9. The Contractor shall use the LPG cooking range and other similar equipment's, provided by the Bank. The use of charcoal, firewood, coke or fuel of any kind shall be done only with the prior permission of the Bank. The Contractor/s has to bear the cost of LPG fuel (including transportation cost) and cost of fuel for chef-in dishes. Only commercial Cooking gas is allowed. In case of failure at any stage, the Contractor will be responsible for legal action if imposed by any State/Central Authorities. The Contractor shall not use electricity for cooking purposes.

13.10. Though most of the cooking equipment use LPG for cooking, however, if electricity is used as an alternative source for cooking, or for warming the food, the charges for electricity

used shall be paid by the Contractor (for which electricity meter will be provided). Electricity used by the contractor shall be paid by the contractor on monthly basis. The Electricity consumed in lighting the Dining Area will be provided by the bank free of cost but then the electricity consumed due to any reason in the Kitchen Area and the rest rooms of the Canteen Staff will have to be borne by the Canteen Contractor. Water in the Kitchen and Dining Area as also in the rest room of the Canteen Staff shall be provided by the Bank at free of cost. The contractor shall keep the usage of water, electricity and other gadgets mentioned hereinabove to a reasonable level. The Bank shall deduct the charges of electricity as per applicable rates from the contractor from the payment to be made by the Bank to the Contractor on monthly basis.

13.11. The Contractor shall be responsible to keep the premises allotted to him neat, clean and tidy in accordance with the health bye-laws of the State and shall be liable to bear any penalty imposed by those authorities in the event of his failure to comply with their by-laws. The Canteen/ serving area shall remain open at all times for inspection to the duly authorized representatives of the Bank.

13.12. Vegetarian and non-vegetarian cooking should be done separately.

13.13. A committee known as “Canteen Committee" (which shall also include the contractor or one of his representatives) shall be constituted by the Bank to supervise the Canteen. The Canteen Committee will include Assistant General Manager/Centre in Charge, One Chief Manager (Faculty), At least One Manager from Administration as members from Bank (besides some other Officers /Award staff as decided from time to time).

The functions of the committee shall be as under:

a) To finalize the Menu for food items.
b) To supervise the quality of items purchased and cooked.
c) To supervise Catering.
d) To supervise Maintenance of hygiene and cleanliness.
e) Inspect the place where the caterer is presently serving for short listing.

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

13.14. Any worker or representative of the Contractor in the premises of Bank shall be liable for suspension or dismissal by the Contractor on the direction to that effect by the Assistant General Manager/Centre In Charge of the Bank for disobedience or misconduct and the Contractor shall accept the direction of the Assistant General Manager/Centre In Charge of the Bank in this respect as final and binding. The Assistant General Manager/Centre In Charge of the Bank shall not in any way, be liable in respect of any claim for compensation of damages made by the affected workers or representative(s) and the Contractor shall keep the Assistant General Manager/Centre In Charge of the Bank indemnified. No interest / charge whatsoever in the allotted premises has been assigned by the Bank to the contractor and the possession of the premises will always be that of the Bank even when the premises are in use under occupation of the Contractor.

13.15. The Contractor will be required to serve breakfast /lunch / dinner in the Dining Hall of the College Main Hostel canteen/Annexe Building/ Admin Block/ wherever in the campus the

Centre In Charge/Assistant General Manager deems fit, and tea/ coffee/ snacks near the Class Rooms, Administrative Office, Annexe Block, Faculty Rooms & Conference Rooms of the building or wherever in the campus the Centre In Charge/Assistant General Manager deems fit, depending upon the number of programs and guests/employees/trainees/ participants. The Contractor shall not levy or receive any charges for table service. Cost of camphor light material for chef-in-dishes and paper napkins to be provided for wiping out hands on the table, in the dining hall and while washing hands before and after using the dining hall for snacks, tea or lunch/dinner, will have to be borne by the contractor. The Officer and other members of the staff of the Bank shall be entitled to use the canteen for consumption of food and refreshments brought by them from outside.

13.16. The hours of service in the dining hall and various places as mentioned above are as follows:

Details	Timings
Bed Tea/Coffee	06.30-07.30 am
Breakfast – Unlimited	08.30-09.30 am
Forenoon Tea/Coffee/Lemon/Black/ Green Tea with Biscuits	11.00-11.15 am
Lunch - Unlimited	01.00-02.30 pm
Afternoon Tea/Coffee/Lemon/Black/ Green Tea with Biscuits	03.15-03.30 pm
Evening Tea/Coffee/ Lemon/Black/ Green Tea with snacks	05.15-05.45 pm
Dinner - Unlimited	08.30-09.30 pm

Tea/coffee/Lemon/Black/Green Tea with Snacks should be served near Class Rooms, Faculty Rooms, Administrative Office, Assistant General Manager/Centre In Charge's Cabin/ wherever in the campus the Centre In Charge/Assistant General Manager deems fit, and Conference Room - as and when required during day-time.

13.17. The Contractor shall not serve on account of Bank, food, beverages etc. to outsider i.e. to any person other than the members of the Bank and guests. The contractor would charge payment of meal as per approved rates.

13.18. The Contractor may be required to serve additional food, beverages, etc. for the staff/guests of the Bank on intimation to be given at least 4 hours in advance. The Contractor may also be required to provide Special Lunch for Annexe Building, Meetings, seminars etc., which may be arranged at the Bank, due notice for such occasions will be given by the Bank in advance. Extra items supplied on demand of Bank in addition to the prescribed menu, shall be charged separately by the contractor as per RFP rates/as decided by the canteen committee.

13.19. Any Tax or Duty levied by local State Govt. or Central Govt. pertaining to catering (Other than GST on catering menu items which is proposed to be paid by Union Bank of India) will be borne by the Contractor. **The contractor shall be wholly responsible for payment of anyand all taxes (Excluding GST on catering menu items as per the Price Bid) present or future under any law or notification issued by state/local/central govt. authorities in respect or in connection with supplies.**

13.20. Notwithstanding anything to the contrary contained in this Agreement, the Bank will have the right to review the working of the contract from time to time. At any time if it is found

that the Contractor is not maintaining hygiene at storing place or cooking place or dining hall or not cleaning utensils properly or not keeping fresh vegetables and other things or not providing good quality meal or using expired packed items the Assistant General Manager/Centre in Charge at his discretion can impose penalty of minimum of Rs 10000/- per default. Further, the Assistant General Manager/Centre in Charge may also make a deduction of more than Rs 10000/- from the contractor's admitted Pending bills on account of repeated / poor standard of services and poor quality and less quantity / shortage of meals etc. rendered by the contractor. Even if the Average rating / feedback on canteen given by the participants deteriorates in absolute terms and fall below 2.00 (as per the present rating mechanism), out of 5.00 in any programme, Bank has the right to deduct penalty of 1 % of bill amount or Rs.10000/- whichever is lower from the bill of the whole programme/class in each such programme. The decision of Assistant General Manager/Centre in Charge, in this regard will be final and if at any time it is found that the Contractor has failed to fulfill any of the terms and conditions of the contract or that is working is unsatisfactory, the Bank may terminate the Contract and make alternate arrangement for the unexpired/Leftover period of the contract at the Risk and Cost of the Contractor.

13.21. The Contractor shall provide and maintain the hygienic condition of Dining hall, kitchen & food containers for Raw material/VegetablesThe contractor shall store the material purchased by him in a neat, tidy and hygienic manner in the store provided by the Bank. The security of such material will be the sole responsibility of the contractor.

13.22. The contractor shall do the disposal of leftover foods and other garbage related to catering out of Bank on a daily basis with regular intervals to the satisfaction of the Bank. To dispose of waste material of food, big garbage bags shall be provided by the contractor.

13.23. The contractor shall provide verifiable proof that EPF/ESI has been deposited in respect of his workers, working with him and are deployed in Bank along with the EPF/ESI number issued by concerned authorities. A copy of ESI card also to be deposited with Bank within one month period even in case of change of worker, failing which payment will not be released subsequently for the aforesaid period, without prejudice to the other actions. The contractor shall also be required to submit EPF, ESI challans on monthly basis besides other statutory requirement as per such Acts on annual basis & half yearly basis. The Bank will not give any reimbursement of wages, EPF & ESI.

13.24. Police verification of the workers shall be submitted by the contractor within a period of one month of entering into the contract. In the case of change of any worker, payment of wages for that worker shall be released by the contractor only after submission of police verification.

13.25. The contractor will open saving bank account of all workers working with him in Union Bank of India and would transfer the salary of each worker working with him as per the laws mentioned above in this saving bank account. A confirmation to this effect would have to be produced while submitting the bills at appropriate intervals.

13.26. On expiry or earlier termination of this agreement, the contractor including his servants and agent shall discontinue to use and handover peacefully, possession of the said canteen, vacate the bank premises, provided however, the contractor shall be entitled to remove/ take away only the furniture, fittings, crockery, cutlery, utensils and other articles, belonging to the Contractor without in any way causing any damage to the said premises

and the Bank' property thereon. Nothing contained herein shall be construed to create any interest in favour of the caterer in respect of the canteen, its premises, articles or anything used in connection with this agreement.

13.27. On expiry or earlier termination of the agreement, the contractor shall give to the bank, licenses and permits, if any, then in force, relating to the running of the Canteen and give all assistance in his power for getting the said licenses and permits transferred to the bank or its nominee and in the event of the said licenses and permits being so transferred, the Bank shall pay to the contractor fair proportion of the cost thereof for the un-expired period in the said licenses and permits.

13.28. The Contractor shall without any obligation of the bank, comply with rules, regulations and bye/laws laid down by Municipal/Health authorities and other statutory requirements relating to preparation and supply of food stuffs, drinks and refreshments and shall obtain necessary license and permits in his own name and at his own expenses from Civil Supply Authorities and other Government Authorities. The Contractor should also obtain the license for running Union Bank of India Canteen at Staff Training Centre, Gurugram.

14. Set-off

Any sum of money due and payable to the Contractor (including Performance Security Deposit refundable to the Contractor) under this Contract may be appropriated by the Bank and set off against any claim of the Bank for the payment of any sum of money arising out of, or under this contract or any other Contract made by the Contractor with the Bank.

15. Book Examination

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

16. Volume of work:

16.1. Subject to as hereinafter mentioned, the Bank does not guarantee any definite volume of work or the minimum turnover in the food consumption at canteen or any particular pattern of service, at any time, or throughout the period of the Contract. The mere mention of any item of work in this Contract does not by itself confer a right and/ or confirm any right to the Contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him. Though the actual charges payable by the STC Gurugram will be depending upon the actual number of guests/employees/trainees/ participants attending the Centre/training programs/Meetings, for the purpose of reckoning compensation payable to the caterer in the shut off period (period in which no training programs are conducted), will be for a minimum of 12 persons only. In this case the contractor will not charge the bank, if the bank decides to send any 12 persons which may include guests/participants/ trainees/ employees etc.for meals and would be bound to pay only for the minimum 12 persons as detailed above.

16.2 If the Contractor is required to perform any service in addition to those specifically

provided for in the Contract and the annexed schedule of Contractor's remuneration, the same will be paid at the rates as fixed by mutual agreement.

16.3 The question whether a particular service is or is not covered by any of the services specifically described and provided for in the Contract, or is or is not auxiliary or incidental to any of such services, shall be decided by the Assistant General Manager/Centre in Charge whose decision shall be final and binding on the Contractor.

16.4 The Contractor will have the right to represent in writing to the Assistant General Manager/Centre in Charge that a particular service which they are being called upon to perform is not covered by any of the services specifically provided for in the Contract, or, as the case may be, is not auxiliary or incidental to such services, provided that such representation in writing must be made within 15 days after the date of actual performance of such services. If no such representation in writing is received within the said time, the Contractor's right in this regard will be deemed to have been waived.

17. PAYMENT

17.1. The payments will be made by the Bank on submission of the bills in duplicate by the Contractor to Assistant General Manager/Centre in Charge. The bills shall have to be drawn up on Fortnightly/monthly basis, Goods and Service Tax (GST) will be paid by Bank as per Govt. of India instructions.

17.2. The Contractor or his nominee will have to furnish in support of his claims daily certificate in the prescribed form indicating the items of Menu served and these certificates shall be required to be countersigned by the Assistant General Manager/Centre in Charge or his authorized representative in token of the confirmation of its correctness. The Assistant General Manager/Centre in Charge shall be at liberty to indicate, in specific terms, if any of the items specified in the Annexure-VI are not supplied or the quantity supplied is less than the prescribed scale or of not appropriate quality. In that case the Assistant General Manager/Centre in Charge shall have the full discretion to make such deduction from the claims of the Contractor as he thinks appropriate. His judgment/decision shall be a binding on the contractor. The Bank shall not be liable for payment of any interest on any bill outstanding for payment.

17.3. Token System: The Bank would be well within its rights, to implement token system wherein a guest/employee/trainee/participant etc..would hand over the token in lieu of having consumed tea/snacks/lunch/dinner/breakfast and the bank in such cases would be liable to pay only towards the number of tokens submitted by the contractor for payment. No claim beyond the number of coupons submitted by the contractor would be entertained. However the bank assures a minimum reimbursement equal to the total amount of billing for a minimum of 12 persons which may include guests/participants/ trainees/ employees etc… per day for items cited above, even if the no token is received in terms of 16.1 above.

17.4. In case the Bank desires that on any one occasion the canteen services are not to be utilized like in case of trip of the participants/mass leave/any other reason etc….the Centre in Charge /Assistant General Manager can inform the canteen supervisor that canteen services are not required for particular occasion and no billing can be made for such occasions. The decision of Centre in Charge/Assistant General Manager would be final in this respect. Bank can also use Biometric Devise to manage the actual number of participants.

18. RATES

The rates as quoted in price bid shall be applicable during the contract period. The rates quoted in the Price Bid will be treated as final for the period of the contract. No escalation whatsoever shall either be claimed or considered. However, should there be an unprecedented rise in the price of food items over a long time period, the contractor can put in a request to the Bank for a reasonable increase in the rate. Any decision in this regard by the Bank shall be final, conclusive and binding on the bidders.

19. Force Majeure.
The contractor will not be responsible for delays which may arise on account of reasons beyond his control of which the Assistant General Manager/Centre in Charge shall be the final Judge. Strikes by contractor's workers on account of any dispute between the contractor and his workers as to wages or otherwise will not be deemed to be a reason beyond the contractor's control and the contractor shall be responsible for any loss or damage which the Bank may suffer on this account .

20. Arbitration:
Any dispute between the Contractor and Union Bank of India, which cannot be settled by negotiation, may be resolved exclusively by an arbitration proceeding and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Gurugram in the state of Haryana, India and conducted in accordance with the provision of Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof. The sole Arbitrator will be an Official of Union Bank of India. The arbitration proceedings shall be conducted in the Hindi/English language. Subject to the above, the courts of law at Gurugram alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final and binding. The Contractor shall not be entitled to suspend the provision of the catering services, pending resolution of any disputes and shall continue to render the catering services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the Contractor and the Bank or the subsistence of any arbitration or other proceedings.

21. Law Governing the Contract & Dispute resolution:
The Contract will be governed by the Laws of India for the time being in force. Any dispute arising out of this contract will be settled in the court of law having competent jurisdiction in Gurugram.

I/We have read the terms and conditions and are acceptable to me/us.

Signature of the authorized person: ……

Name of the signatory (……) (in block capital letters)

Status of the signatory i.e. proprietor/partner/Director : ……

Date :……..……

Address of the bidder : ……..……

Telephone no/s : ……..……

E mail…….

Bidders's Seal

Annexure II

FORWARDING/COVERING LETTER

Recent photograph of
BIDDER/CONTRACTOR

From…

(Full name & address of the BIDDER/CONTRACTOR)

_____

_____

_____

Contact No. _____
Email ID:_____

To,

The Assistant General Manager/Centre in Charge,
UNION BANK OF INDIA,
STAFF TRAINING CENTRE,
PLOT NO 82, SECTOR 18,
GURUGRAM-122001

Dear Sir,

1) I/We submit the Sealed BID for appointment as Contractor for providing catering services at canteen in UNION BANK OF INDIA, STAFF TRAINING CENTRE, PLOT NO 82, SECTOR 18, GURUGRAM-122001 for a period of two years.

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

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

4) Demand draft/Pay order No_____ dated_____drawn on the_____forRs_____Rupees _____ _____(in words) payable at Gurugram/New Delhi is enclosed as Earnest Money. In the event of my RFP being accepted, I/We agree to furnish Performance Security Deposit /Bank Guarantee as stipulated in the RFP.

5) I/We do hereby declare that the entries made in the RFP and Annexures/ Appendices attached therein are true and also that I/We shall be bound by the act of my duly Constituted Attorney. Further I undertake to produce originals of all the certificates on demand at any time.

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

OR

I/We hereby declare that my Firm/Company was blacklisted/debarred by_____(here give the name of the client) for a period of _____, which period has expired on _____. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(*)
(*) (strike out whatever is not applicable)

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

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

9) I/We hereby declare that I/We have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment. I/We further declare that my/our track record of the catering agency is clean and transparent and I/We have not been involved in any illegal activity or financial frauds.

10) I/We agree to execute a service level agreement covering the terms of this RFP if contract is awarded to me/us. Further, I/We understand that issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

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

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

(Signature of BIDDER/CONTRACTOR)

Annexure III

TECHNICAL BID DETAILS (PART A)

01	Name of the Person / Firm/ Company email id contact Number	
02	Constitution [Tick appropriate one]	Proprietary / Partnership / LLP/Limited Company / Others

03	Name of the Proprietor/Partners / Directors etc.	Means - Rs. in lacs
	1.	
	2.	
	3.	
	4.	

04	Details of past experience in catering activity (Completed Contracts)					
	Institution catered	Duration of contract	Exact Period of service	No. of people serviced per day	Types of Menu	Other details

05	Details of Catering / Canteen Contracts presently handled: (Ongoing Contracts)					
	Institution catered	Duration of contract	Exact Period of service	No. of people serviced per day	Types of Menu	Other details

06	Number of persons presently employed			
	Cooks *[Give details of specialists such as Non-veg Cook, South & North-Indian Cook etc.]*	Asst. Cooks	Servers	Cleaners

07	Number of Employees proposed to be engaged for running the Canteen at Staff Training Center, Gurugram				
	Head Cooks *[Give details of specialists such as Non-veg Cook, South & North-Indian Cook etc.]*	Supervisor /Manager	Asst. Cooks	Servers	Cleaners

08	Whether paying the PF on behalf of employees	YES	NO
	If Yes, PF Code Number		
09	Whether employees are covered under ESI	YES	NO
	If YES, ESI Code Number		
	Details of Income-tax assessed		

10	a. Whether assessed to Income Tax	YES		NO
	b. If yes, Income Tax assessed as per the latest order *[Please enclose xerox copy of the assessment order along with income tax return]*	Rs.		
11	Whether possessing a valid catering license If yes, attach a copy	YES		NO
12	Details of Earnest Money Deposit			
	DD No.	Amount - Rs.	Name of the Bank	
13	Profit for last 3 Years	2015-2016	2016-2017	2017-2018
14	Details of litigations, if any			
15	Ongoing litigations/ cases filed with labour Courts/ Tribunals/ Authorities			

Note: Documentary evidence for the above, to be enclosed.

(Signature of BIDDER/CONTRACTOR)

Annexure IV

Technical Bid - Evaluation Criteria for selection

Sl. No.	Paramater	Maximum marks	Marks to be awarded
1.	Constitution	10	Company /LLP - 10, Proprietorship - 7, Partnership - 5
2.	Financial Means / Market Report	10	Latest annual turnover 50 lakhs & above - 10 Above 40 lakhs & less than 50 lakhs - 7 35 lakhs &upto40 lakhs - 5
3.	Type of Menu	10	Veg, Non Veg, South Indian, North Indian - 10 Veg, South Indian, North Indian - 7 North Indian, Veg - 5
4.	Type of organization presently served	10	PSU, Govt.& PSBTraining College and Training Centre- 10 MNC &Private Sector - 7 Guest House, Educational Institution - 5
5.	No of Employees proposed	5	More than 12 employees in right mix - 5 Minimum 10 - 12 employees in right mix - 3
6.	No. of persons served per day (Breakfast/lunch/dinner served will not be considered separately)	5	More than 125 persons - 5 >100 up to 125 persons - 3 75 up to 100 persons - 2
7.	Registration / EPF/ESI	5	Yes - 5 No - 0
8.	Income tax assessment/ dues	5	Assessed & No Dues - 5 Not Assessed, Dues - 0
9.	Sales tax/ other Govt. dues	5	Assessed & No Dues - 5 Not Assessed, Dues - 0
10.	FSSAI Registration	5	Yes - 5 No - 0
	Sub Total of Pre Inspection	**70**	
Inspection			
1	Quality of material / food	7.50	By assessing official out of 7.50
2	Service / Comfort Level / Courtesy	7.50	By assessing official out of 7.50
3	Taste	7.50	By assessing official out of 7.50
4	Neatness/ Hygiene	7.50	By assessing official out of 7.50
	Sub Total of Inspection	30.00	
	Grand Total	100	

Note: Bids scoring 50 out of 70 in pre inspection will be eligible for inspection of unit. Vendors who score atleast 20 out of 30 in the inspection of unit and overall minimum 70 out of 100 will be eligible for further processing and opening of Commercial Bid. Who will score less than 20 out of 30 in inspection of unit will be rejected even though they score 70 and above out of 100 marks.

Annexure V

PRICE BID (PART B)

The Assistant General Manager (CENTRE-IN-CHARGE),
Union Bank of India,
Staff Training Centre,
Plot No 82, Sector 18,
Institutional Area, Gurgaon, Haryana 122001.

Dear Sir,

1. I/We submit the Sealed BID for appointment as Contractor for providing catering services at canteen at Staff Training Centre, at Plot No 82, Sector 18, Gurgaon, Haryana 122001.
2. I/ We have thoroughly examined and understood all terms and conditions as contained in the RFP document, Invitation to RFP, General Information to BIDDER/Contractors and Instructions to BIDDER/Contractors, terms and condition of contract and its Annexure & Appendices and agree to abide by them.
3. I/We hereby offer to work at the rates quoted in the Price Bid which is for the items in the Annexure VI.
4. I/We undertake the responsibility of statutory liabilities to my workmen such as Minimum wages, EPF, ESI, EDLI etc. I/ We will not get any reimbursement of wages, EPF & ESI and EDLI from Union Bank of India.
5. I/We Agree to keep the offer open for acceptance as mentioned in RFP.
6. I/ We shall be bound by the communication of acceptance of the offer dispatched within the time and I/ We also agree that if the date up to which the offer would remain open be declared a holiday for the Bank, the offer will remain open for acceptance till the next working day.
5. As required, No documents are being enclosed with Price Bid.
6. I/ we do hereby declare that the entries made in the RFP and its Annexures/Appendices are true and also that I/We shall be bound by the Act of my duly Constituted Attorney _____ and of any other person who in future may be appointed by me/us in his stead to carry on the business of the concern whether any intimation of such change is given to the Assistant General Manager (CENTRE-IN-CHARGE), STC, Union Bank of India, Gurgaon.

Yours faithfully,

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

ANNEXURE-VI

Name of the Person/ Firm/ Company :_____

PARTICULARS OF MENU

Sl	Details	Proposed Rates (Excl. GST) Per person per day (Rupees)	Details of Servings
1	Bed tea 6.30 – 7.30 am		Tea / coffee/Lemon/Black/Green Tea – 100 ml (with/without sugar) (Sugar Cubes Separately)
2	Breakfast Unlimited 8.30 -9.30 am		a) Fruits (seasonal) b) Toasted bread with Branded Butter & Jam/ marmalade alternating c) Egg preparation-omelets Or as sought by participants d) One prepared item like (idli/ vada/ masala dosa/ poori/ aloo , Paneerparatha / poha /cholebhaturaetc with appropriate side dishes like chutni, sambar, bhaji, achar and dahi) e) Corn flakes with milk, f) Tea / coffee/ milk (with and without sugar)
3	Forenoon tea 11.0 – 11.15 am		Tea / coffee/Lemon/Black/Green Tea – 100 ml (with/without sugar) (Sugar Cubes Separately), biscuits of at least three varieties
4	Lunch Unlimited 1.00 to 2.30 pm		a) One Indian bread item like phulka/ tava roti/ parantha/ Chapathi etc., b) Dal / dal fry c) Two vegetable Subji (one dry, one gravy) One green Vegetable and one Paneer/ Mushroom d) Rice (plain and variety on alternate days), e) Veg Fried Rice and Veg Manchurian (Gravy) on **Thursday** in place of plain Rice. f) Chicken Curry on Wednesday g) Pickle, Papad, Salad, Curd/Raita, h) Rasam /Soup i) Fruit Salad / Sweet dish/ Icecream
5	Afternoon tea 3.15 – 3.30 pm		a) Tea / coffee/Lemon/Black/Green Tea – 100 ml (with/without sugar) (Sugar Cubes Separately), b) Biscuits of at least three varieties
6	Evening Tea/Coffee/ Snacks Unlimited 5.15-5.45 pm		a) One prepared item like bhajia/dal vada /pakoda/ samosa/ uthappa/ chaat items / sandwich/ kachori/ Pavbaji/dokla/aloobonda/sevpoori etc., b) Tea / coffee/Lemon/Black/Green Tea – 100 ml (with/without sugar) (Sugar Cubes Separately), c) Biscuits of at least three varieties.

7	Dinner Unlimited 8.30 to 9.30 pm		a) Soup b) One indian bread item like phulka/ tava roti/ parantha/Chapathi etc., c) Plain rice d) Two vegetable Subji (one dry, one gravy) At least one green vegetable e) Chicken/ Mutton/ Fish on **Monday, Thursday and Friday** f) Egg curry on **Wednesday, Saturday, Sunday** g) Dal/ Dal fry h) Ice cream/Sweets –As per the Season i) Pickle, Papad, Salad, Curd/Raita,
8	Common items for lunch and dinner		a) Salt b) Sugar c) Pickle d) Green /sprouted salad e) Papad f) Curd g) Black pepper powder h) Vinegar, Chilly Sauce, Soya sauce, Tomato sauce i) Fried Saunf, Sweetener (Mishri),tooth picks, paper napkins
	a) Upwas (fasting) items like sabudanakhichadi, fruits, milk, curd, sweets etc. should be provided to the participants who are on fast, on prior intimation. b) Fruits, milk, khichadi and daliya etc. should be provided to sick participants on prior intimation.		

Note:

1. The timings are indicative and subject to change depending upon the session/ schedule.
2. Any other items – please specify
3. The rates are exclusive of **GST,** as applicable. All other taxes, present or future are to be paid by the Bidder/Contractor.
4. Menu should be as per the requirement of STC, Gurgaon

I have gone through the terms of the contract to be entered into on awarding the contract as well as the menu to be served and agreeable to the same

Yours faithfully,

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