

सीआईबीएम , मणिपाल में खानपान सेवाओं के लिए निविदा दस्तावेज
TENDER DOCUMENT FOR CATERING SERVICES AT CIBM, MANIPAL



केनरा बैंक प्रबंधन संस्थान
**CANARA INSTITUTE OF BANK
MANAGEMENT,**
अनंतनगर, II स्टेज, मणिपाल
**ANANTHNAGAR, II STAGE,
MANIPAL-576104.**

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निविदा प्रलेख
**TENDER DOCUMENT FOR CATERING
SERVICES AT CIBM, MANIPAL**

महत्वपूर्ण /IMPORTANT

सीलबंद लिफाफे में जमा करना होगा, जिस पर कार्य का नाम और नाम तथा निविदाकर्ता का पता
लिखा होना चाहिए

To be submitted in a sealed Envelop super scribing the name of work and name and
address of the tenderer

TENDER REFERENCE NO: CIBM/ADMIN/TENDER/05/2021

DATE OF TENDER ISSUE: 09/07/2021

THIS TENDER CONSISTS OF TWO BIDS:

PART I : TECHNICAL BID

PART II: PRICE BID

TENDER DOCUMENT

1 Canara Bank, Canara Institute of Bank Management (CIBM), Manipal-Tender Document for Catering Services at Canara Institute of Bank Management (CIBM), Ananthnagar, II Stage, Manipal - 576104

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TENDER DOCUMENT

भाग/PART-I

निविदा सूचना/NOTICE INVITING TENDER (NIT)

Canara Bank, CIBM, Manipal invites sealed tender for the work mentioned below:

1). Name of the work:

To carry out Catering services at Canara Bank, Canara Institute of Bank Management (CIBM), Ananthnagar, II Stage, Manipal - 576104.

2). Earnest Money Deposit (EMD) Amount: NIL. The bidder has to submit Bid Security Declaration as per annexure - 8

3). Initial Security Deposit (ISD) Amount:

The proposed contract is called for 2 years. But initially the contract will be awarded to successful bidder for one year and will be renewed for one more year based on satisfactory performance of first year. The successful bidder should submit a Security Deposit for 3% value of the first year contract amount within fifteen days from the date of acceptance of the tender for due performance of the Contract. The Security Deposit shall be by way of Performance Bank Guarantee/DD issued by a Scheduled Bank in India other than Canara Bank. The Performance Bank Guarantee should be valid for 12 months from the date of commencement of contract. The guarantee should also contain a claim period of three months from the last date of validity. If the contract is not renewed for second year, The Performance bank guarantee will be returned to the bidder within 30 days after completion of first year claim period subject to satisfactory performance and on the contractor rendering a No Demand and No Due Certificate, and after adjusting any sums due to Canara Bank from the contractor,. The Bank shall invoke the Performance Bank guarantee before the expiry of validity, if the successful bidder breaches the contract or fails to complete his obligations under the contract. The bank shall notify the bidder in writing before invoking the bank guarantee. The proceeds of the Performance Bank guarantee shall be payable to the Bank.

If the contract is renewed for second year, the contractor has to submit the security deposit for 3% value of the second year contract amount within fifteen days from the date of acceptance of renewed contract. The Performance Bank Guarantee submitted for first year will be returned after submitting second year Performance Guarantee. The Performance bank guarantee of 2nd year will be returned to the bidder within 30 days after completion of claim period subject to satisfactory performance and on the contractor rendering a No Demand and No Due Certificate, and after adjusting any sums due to Canara Bank from the contractor. The Bank shall invoke the Performance Bank guarantee before the claim period, if the successful bidder breaches the contract or fails to complete his obligations under the contract. The bank shall notify the bidder in writing before invoking the bank guarantee. The proceeds of the Performance Bank guarantee shall be payable to the Bank.

4). **Time for Commencement of work:** within 7 days after awarding of contract/the date specified by the by the Bank during the award of the contract.

5). **Proposal Format and Submission Procedure:**

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

6) **Pre Bid Queries and Clarification to the Tender:**

- i. The Tenderer should carefully examine and understand the specifications, terms and conditions of the Tender and may seek clarifications, if required. The tenderer in all such cases seek clarification in writing in a word document (.doc) in the same serial order of that of the Tender by mentioning the relevant page number and clause number of the Tender. The soft copy of the pre-bid queries should be send by email to cibm@canarabank.com and the pre-bid query should be in the following format.

Sl.NO	Page No	Tender Clause No	Tender Clause	Query

All communications regarding points requiring clarifications and any doubts shall be sent by E-mail id to cibm@canarabank.com on or before 11:00 AM on 19.07.2021. No oral or individual consultation shall be entertained. No queries will be entertained from the tenderer after the pre-bid meeting.

- ii. **Pre-Bid meeting:** A pre-bid meeting of the intending tenderer will be held as scheduled below to clarify any point /doubt raised by them in respect of this Tender document:

Date	Time	Venue
20/07/2021	03:00 PM	Canara Bank, Canara Institute Of Bank Management (CIBM),Ananthnagar, II Stage, Manipal - 576104

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time.

The Bank will consolidate all the queries and discussions during the pre-bid meeting and the consolidated replies for the queries shall be made available in the Bank's website (www.canarabank.com) and no individual correspondence shall be made. The replies/clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification / amendments / corrigendum furnished hereof will become part and parcel of the Tender document and it will be binding on the bidders.

Non-reply to the queries raised by any of the tenderer shall not be accepted as a valid reason for non-submission of the Tender. In addition, non-reply to any query may not be deemed the version of the tenderer as reflected in the query has been accepted by the Bank.

- iii. Amendment to Tender Document: At any time prior to deadline for submission of Tender, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder may modify the Tender document by amendment.

Notification of amendments will be made available on the Bank's website (www.canarabank.com) and will be binding on all Vendors and no separate communication will be issued in this regard.

In order to allow prospective bidders, reasonable time in which to take the amendment into account in preparing their tender, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of tender.

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

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

Stage - 2: Opening of Price Bid.

Tenderers should first qualify in Stage -1 to become eligible for consideration for Stage - 2.

Sl No	Item Description	Reference
1	Scope of Works and eligibility Criteria	Annexure 1
2	General rules and instructions to Tenderer	Annexure 2
3	General Conditions of Contract	Annexure 3
4	Facilities Provided by the Bank to the Catering Contractor	Annexure 4
5	Contract Agreement Format	Annexure 5
6	Indemnity Bond Format	Annexure 6
7	Bank Guarantee format for Security Deposit	Annexure 7
8	BID Security Declaration	Annexure 8
9	Example Calculation for arriving L1 bidder	Annexure 9

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

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Sl. No	BID DOCUMENTS
A.	Technical Bid - ENVELOPE - A
1	Tender Application
2	Check List for Enclosures
3	Tender offer
4	Certificate of Conformity
5	Self Declaration
6	Unfilled format of the price bid duly signed and stamped by the Contractor. Anything filled prices in this format, will make bid liable to rejection of the tender.

B.	Price Bid - ENVELOPE - B
1	Price Bid

The Technical Bid and Price Bid in separate envelopes should be submitted in an envelope super scribing "Tender for providing Catering services at Canara Bank, Canara Institute of Bank Management (CIBM), Manipal" addressed to the Bank clearly indicating Tenderer address and contact details-

DETAILS OF THE TENDER:

PARTICULARS	DETAILS
Date of Issue of Tender	09/07/2021
Earnest Money deposit	NIL. Bid Security Declaration to be submitted
Initial Security Deposit	As per Clause 30 & 31 of General rules and instructions to Tenderer
Period of Contract	2 years (But initially the contract will be awarded to successful bidder for one year and will be renewed for one more year based on satisfactory performance of first year)
Date of Pre bid meeting	20/07/2021 at 3.00pm
Last date and time for submission of the tender	30/07/2021 by 3.30pm
Date and time of Opening of the Tender - Technical bids	30/07/2021 by 4.00pm (In case bid opening day happens to be holiday, the bid will be opened on the next working day of the Bank)
Date of opening of Price Bid	Date and time will be informed to the Technically Qualified Bidder. The communication will be sent through letter or e-mail.
Contact details	T Suneel Kumar, Asst. Manager (Tech), Mobile No.9972098760 and S Veera Prasad, Sr. Manager, Mobile No.8977535666

TENDER DOCUMENT

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Note:

Tender documents should be submitted (drop into tender Box) over to The Asst. General Manager, General Administration Section, Canara Bank, Canara Institute of Bank Management (CIBM), Ananthnagar, II Stage, Manipal - 576104. Any tender submitted after stipulated date and time will not be accepted.

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

The copy of the tender document can be downloaded from our bank website www.canarabank.com.

Sd/-

Dy. General Manager (D)
General Administration Section
Canara Institute of Bank Management (CIBM)
Manipal

Place: Manipal
Date: 08.07.2021

ANNEXURE 1

SCOPE OF WORKS & ELIGIBILITY CRITERIA

The Catering Services Contract/Arrangement in the event of award of contract among other usual conditions will also be subject to the following terms and conditions:

CATERING SERVICES:

The Tenderer shall arrange for cooking and service of food on a daily basis for Participants trainees at CIBM, Manipal. He shall adhere to the following schedule.

S.No	Items	Timings
1.	Bed Tea/ Coffee (Dining Hall)	6:00 AM to 7:00 AM #
2.	Breakfast (Dining Hall)	8:00 AM to 9:30 AM#
3.	Forenoon Tea/ Coffee with Biscuit/Cookies (Class Rooms/*)	11:15 AM to 11:30 AM#
4.	Lunch (Dining Hall)	1:15 PM to 2:30 PM#
5.	Afternoon Tea/Coffee with Biscuit/ Cookies (Classrooms/*)	3:30 Pm to 3:45 PM#
6.	Evening Tea with Snacks (Classrooms/*)	5:00 PM to 5:30 PM#
7.	Dinner(Dining Hall)	8:00 PM to 9:30 PM#

- The timings are flexible.

* - Supplied at lobbies near classrooms or any place in the campus directed by the Management.

1. The recommended details of eatables are given in Daily Menu, which shall be strictly complied with by the Tenderer. Weekly detailed menu will have to be submitted to Catering & Maintenance Committee at CIBM and get approved. The catering should be done only on the basis of such menu. The items of the menu shall be changed frequently to provide variety and a uniform standard. The Menu decided by the Catering & Maintenance Committee must be adhered to at any cost. Non adherence to the Menu will attract penalty to be decided at the sole discretion of the Catering & Maintenance Committee at CIBM.
2. The Tenderer shall arrange to display day's menu along with their individual calorie values, on every morning on the notice board provided in the Dining Hall.
3. All the raw materials used in the preparation of food products should be certified ISI/Agmark/fssai/BIS wherever applicable and or as per the brand names or others specified in the List of Indicative Brands of items to be used in Catering (Page No.14). Vegetables, fruits, other perishables, dry foods and other raw material

should be of high quality and be procured from reputed dealers or shops. The Tenderer should arrange for purchase on his own and bear all expenses in connection with such purchases including transportation.

4. CIBM will provide required kitchen utensils and basic equipments such as cooking range, fridge, grinder etc..on specific request of the contractor, to provide better and efficient service in which case the contractor is liable for any loss or damage to such items. Any other kitchen utensils, which may not be provided by CIBM, can be supplied by the contractor for kitchen use with prior intimation and submission of the list of such utensils to CIBM. The utensils supplied by the contractor can be taken back at the time of end of contract only by proper verification and approval from the Catering and Maintenance Committee of CIBM.
5. Any repairs to the Kitchen utensils and any other furniture equipments like dining tables, chairs, other tables, wash basins, Mirrors, Gas Plant Chamber and Gas Pipe lines provided by the Bank are to informed to Canteen and Maintenance Committee in advance and as and when required.
6. CIBM will make arrangements for LPG connections and the contractor has to bear the cost of LPG fuel and it's transportation as and when required. The Tenderer shall be responsible for the safe keeping of the LPG cylinders.
7. The Tenderer must engage appropriate number of trained cooks and other kitchen staff for cooking Vegetarian, South and North Indian delicacies, Tandoor items, bakery products etc and for rendering catering services.
8. Only vegetarian food will be prepared and served by the contractor in the campus as per the daily menu given below.
9. The Tenderer has to provide biscuits/ cookies with forenoon and afternoon Tea/coffee and as and when advised by the college.
10. The Tenderer shall engage the services of sufficient number of able, trained, efficient, neat & clean (viz. with trim haircut, mustache, nail cut etc) healthy, honest, well behaved and skilled persons for cooking, serving and cleaning of kitchen, dining halls and service area at his cost.
11. The Tenderer shall deploy a minimum of 3 waiters or serving personnel per 50 participants. For every additional group of 25 participants or part thereof, the Tenderer shall deploy additional one waiter or serving personnel.
12. The Tenderer shall ensure that the attendants, waiters, cooks should be properly trained and shall wear smart, neat and tidy uniform, including head caps, hand

gloves etc. (pattern to be approved from CIBM) with their name badges and that they are courteous, polite and prompt while rendering efficient service at their respective areas. The Tenderer shall have full control over the employees engaged by him.

13. The Tenderer shall give necessary guidance and directions to his employees to carry out the jobs assigned to them by Tenderer. The Tenderer shall also be responsible for the payment of their wages and their dues to his employees, to which they are entitled under the applicable laws. All liabilities arising out of violation of local laws and central laws shall be his responsibility. He will on the request of College In charge immediately remove from the work any person(s) or employee(s) who are, in the opinion of the Bank unsuitable or incompetent or who may misconduct himself and such a person shall not be again employed or allowed in the work or campus without the permission of the College in charge.
14. The Tenderer shall provide proper uniform to all his personnel and ensure cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz, server, supervisor, waiters and other staff etc.
15. The contractor should arrange for upkeep/hygiene maintenance of dining hall, kitchen area, catering area, Hand wash area and toilet meant for trainee participants. The washing of the mentioned places to be carried out at least three times daily, immediately after any service is rendered and as and when required to be done. The Tenderer should ultimately ensure that the mentioned places are kept hygienic and clean at every point of time.
16. The Tenderer should arrange for upkeep of the Dining Hall, Kitchen area, toilets meant for catering staff and washing are at least three times daily and also immediately after any service is rendered and also whenever it is required to be done.
17. Preventive pest control measures including fly, cockroach and any other insects will have to be done by the Tenderer at his cost on regular basis (once in a week) and as and when required. At most care to be taken on clean, hygiene, neat and tidy premises allotted to the contractor towards catering services like Dining Hall, Kitchen, Serving, Hand Wash, Cleaning/ washing utensils, rooms and toilets for catering staff provided by Institution.
18. Tenderer should adopt modern and hygienic kitchen practices. Tenderer should ensure that tables/Kitchen base (and not floor) should be used for kitchen work like cutting and preparing food. Synthetic or marble cutting boards and stainless steel knives should be used for cutting vegetables. Neat and clean utensils should be used for cooking. Tenderer should arrange for providing proper cover for

wastages besides proper and regular disposal of garbage at frequent intervals from the kitchen and twice a day from the institute campus.

19. The Tenderer shall carry out improvements as may be necessary for ensuring satisfactory services and shall take due notice of the complaints made by the boarders or through faculty members or the college in-charge. A “Suggestion cum Complaint Register” will be maintained in the dining hall and the same will be submitted to the College In charge every day, with his remarks for necessary action. The Tenderer will be responsible to attend to all complaints and requirements within the preview of the contract.
20. In the event of insufficient or bad quality or non-serving of any eatables agreed upon to be served, the Bank will be within its rights to make suitable deduction from the Tenderer’s bill.
21. In case the Tenderer or any of his employees fails to fulfill his obligations for any day or any number of days, to the satisfaction of the Institute, for any reason whatsoever, he shall pay by way of liquidated damages an amount decided by the Canteen and Maintenance Committee. The Institute shall without prejudice to their other right and remedies, shall be entitled to deduct such damages from the money, if any, payable by them to the Tenderer. Penalty will be deducted based on rating given by participants, as under :

Average rating (by participants) (Out of 5)	Penalty
< 3.50	20 % of the bill for that program
> 3.50 but < 3.75	15 % of the bill for that program
>3.75 but < 4.00	10 % of the bill for that program
>4.00 but <4.25	5 % of the bill for that program
4.25 and above	No penalty

22. All questions relating to the performance of the obligations under this agreement and to the quality of ingredients used in preparation of food and beverages and all the disputes and differences, which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by the Head of the Institution, whose decision shall be final, conclusive and binding on the parties to this agreement.
23. The Tenderer shall be responsible for any loss due to theft or pilferage of or damage to the Bank’s property, including any portion of the building under the Tenderer’s occupation, or the fittings, fixtures, furniture, utensils, kitchen equipment or other equipment entrusted in his charge, or any property belonging

to the trainees or guests, when such loss or damage is, in the Bank's opinion, caused due to negligence or carelessness or any fault on Tenderer's part or that of his representative or any of his employee, he shall be liable to pay to the Bank such amount in respect of such damage as may be assessed by the College In Charge or any other officer authorized in this regard. Accordingly, the Tenderer shall ensure that the character and antecedents of the personnel to be engaged has been verified through the appropriate authority and they have unblemished past records.

24. The Tenderer shall not permit the Administrative Block or the Hostel Block or any portion thereof or any other area in the complex to be used for residential purpose by him or any of his employees except the room or area specifically permitted by the Institution.
25. No minor/child labour to be deployed on job as per prevailing government rules/statutory regulations.
26. The contractor should obtain the request license for providing catering services at CIBM, Manipal from the authorities such as Municipality, State/ central Government Departments, Labour Department etc. on his own cost. CIBM shall not be responsible in any breach of the rules/ regulation.
27. The contractor has to provide sufficient No. of catering service workmen based on the work load so that hassle free/ timely services can be rendered to the participants.
28. The contractor may be asked to provide services like Breakfast/ Lunch/ Dinner/ Tea/ Coffee etc.. during the shutoff period up to the extent of minimum commitment charges.
29. The minimum Commitment charges cannot be more than 3 times of quoted daily per head rates.
30. The minimum commitment charges are payable for the working days only, wherein no physical training is being conducted. No charges will be paid during non training period holidays/weekly off.
31. The bill shall be paid on the basis of actual consumption by the participants irrespective of whether they are staying in Hostel/ at outside venue and not on the basis of participants attended the training program.

DAILY MENU**1. Bed Tea/ Coffee:**

Tea : Tajmahal/Red Lable/Equivalent Coffee: Green Lable/Bru coffee/Equivalent. Milk : Nandini/Arokya/Equivalent

2. Breakfast: (All items in Sl. No. wise are compulsory)

Sl. No.	Vegetarian
1	Corn Flakes with Milk
2	Bread toasted, butter & jam
3	Fruits/ cut fruits (Apple, Grapes, Pineapple, Orange, Watermelon, Papaya, etc.).
4	One item each from the following to be served daily in weekly cyclic menu. Idly-Vada/Masala-Dosa/Uttapam/ Upma-Sheera with Chuttney and sambar/ Poori with veg kurma or Bhaji
5	Tea, Coffee and Milk
6	One item each from the following to be served daily in weekly cyclic menu. Stuffed Paratha with (aalo/ Gobi/Paneer/etc..) with Curd, Paratha- Aloo Subji, Chole Bhature, Chole Kulcha

3. Forenoon Tea/ Coffee:

Tea, Coffee & Milk with sufficient quantity of Biscuits/ Cookies near classroom lounges.
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4. Lunch : (All items in Sl. No. wise are compulsory)

Sl. No.	Vegetarian
1	Chapathi/ Poori/Nan/Parota/roti with any one item of vegetable curry (Kabuli Channa Paneer, Mutter Paneer, Paneer Palak, Mixed Veg Curry, Malai Kofta, Navaratna Kurma, Veg Kurma), seasonal vegetables can be used for preparation of the dish
2	Rice & Pulav/Biriyani/Ghee Rice
3	Dal, Sambar, Rasam, Green salad, Pickle, papad and Curd
4	One sweet Dish/ Ice Cream
5	Fruits (Apple, Grapes, Pineapple, Orange, Watermelon, Papaya, Orange, Mangoes etc.)
6	One vegetarian Soup with soup stick
7	Sauf, Misri, Toothpick (all the time).

5. Afternoon Tea/Coffee:

Tea, Coffee & Milk with sufficient quantity of Biscuits/ Cookies near classroom lounges.
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6. Evening Tea/ Coffee with Snacks:

Tea, Coffee & Milk with Snacks (Vada/ Bajji/vada Pav/Sandwich/cutlets/onion bajji/Dahivada/veg Bonda/Goli Bajji/ Biscuitambada etc..)

7. Dinner:

Sl. No.	Vegetarian
1	Chapathi/Poori/Nan/Parota/roti with any one item of vegetable curry (Kabuli Channa Paneer, Mutter Paneer, Paneer Palak, Mixed Veg Curry, Malai Kofta, Navaratna Kurma, Veg Kurma), seasonal vegetables can be used for preparation of the dish
2	Rice & Pulav/Biriyani/Ghee Rice
3	Dal, Sambar, Rasam, Green salad, Pickle, papad and Curd
4	One sweet Dish/ Ice Cream
5	Fruits (Apple, Grapes, Pineapple, Orange, Watermelon, Papaya, Orange, Mangoes etc.)
6	One vegetarian Soup with soup stick
7	Sauf, Misri, Toothpick (all the time).

8. Fruits/milk etc should be served for officials on fasting.
9. For trainees having health problems like Blood Pressure, Diabetes, Heart Problems some deviations would be required to be made to suit their requirements such as providing Oat meal, Tea without Sugar, salad, sprouted methi, sprouted moong, sprouted gram, roasted gram, boiled vegetables etc., on their prior request.
10. Forenoon/ Afternoon Tea/ Coffee/ Milk with cookies, Evening Tea/Coffee with snacks and Lunch/ Dinner to be provided to the regular College staff members, if required, and the cost of which to be agreed will be recovered by the Tenderer from the concerned individual staff.
11. Forenoon/ Afternoon Tea/ Coffee/ Milk with cookies and Evening Tea/Coffee with snacks shall be provided during shut off period to staff members at agreed rates.
12. Daily/Weekly menus will be prepared and submitted in advance for approval by the Canteen Committee and displayed in the Dining Hall for information. The various items of the menu will be changed frequently to provide variety and a uniform standard of courses as stated in the menu will be maintained at all times.
13. Extra Dishes prepared specially, other than those mentioned in the regular menu, when ordered for, will be served to the participants for which an additional cost per head per item will be paid to the contractor on mutually agreed rate by the Canteen and Maintenance Committee and the Contractor.
14. The Tenderer to provide / employ cooks who can prepare authentic South Indian and North Indian food. The Tenderer shall use seasonal vegetables of good quality.
15. The Canteen and Maintenance Committee will monitor the entire area of catering including cleanliness/hygiene of the kitchen, Dining Hall(s), wash basins, floors preparation of food, servicing quality and food quality etc and will give its advise / comments / suggestions for any improvements required, to which Tenderer shall be bound to comply with.
16. Good quality Soap, detergent, mazan/scrubber for cleaning of utensils and crockery to be provided by the Tenderer at his own cost.
17. Good quality Sprayers and cleaning equipment to be used for cleaning dining tables before and after serving food.
18. Paper Napkins, Salt, Black Pepper and saunf / mouth fresheners in containers should be placed on all tables in dining hall on each day.
19. Specified quality of soap, detergent, pesticides and other cleaning material should be used in the pantry and kitchen by the Tenderer.
20. Tenderer will use trash bags in the dustbins at his own cost.

21. Tenderer has to deploy extra manpower during special / extra / additional programs / conference / meeting, or as and when required by the Institution.
22. Pest Control in Canteen Hall, Kitchen and Pantry to be done on weekly basis by the Tenderer. Prior information to be given to the Catering and Maintenance Committee for verifying the same from the Institution.
23. Electricity will be provided by CIBM for lighting and use of grinders/ Mixers/ fridge etc..and shall not be used for cooking.
24. The Tenderer has to prepare food to the utmost satisfaction of the Administration of the Institution.
25. The hostel canteen is mainly meant for trainee participants and Institutional Guests. Outsiders are not allowed to utilize the boarding and lodging.
26. The complete catering services to the trainee participants and institutional guests as per schedule given above.
27. Special Catering services for any occasion within the campus of CIBM to be provided on demand with extra manpower for cooking and serving on mutually agreed rates.
28. The contractor is solely responsible for the procurement of all articles of food and provisions.
29. In case the food quality is found below the satisfaction of the Canteen and Maintenance Committee and the Administration of the Institution, the Administration will have the discretion to terminate the agreement at any point of time.
30. For checking the food quality, the food may be tested by college in charge or Administration Head/ any other authorized person by the Institution.
31. The tenderer may be asked to provide services like Breakfast/ Lunch/ Dinner/ Tea/ Coffee during the shutoff period within the minimum commitment charges.
32. Paper glass should be provided for drinking water during evening Tea/ Coffee with snacks.
33. Tenderer should provide Hot- Case/ Microwave/ Food warmer equipment for keeping/serving the food hot.
34. List of indicative brands of items to be used in catering is given below:

Sl.No.	ITEM	BRAND
1	Milk	Nandini/Arokya or as approved by the Bank
2	Bread	Standard Quality
3	Butter	Amul/Mother Dairy
4	Jam	Kissan/Tops
5	Tomato Sauce	Kissan/Maggi/Tops/Mother Dairy
6	Chilli/ Soya Sauce	Kissan/Maggi
7	Tea	Taj Mahal/Red Label or as approved by the Bank
8	Coffee	Green Label/Sunrise/Bru
9	Coconut Oil/ Ground Nut Oil/Sunflower oil	BIS Standards
10	Ghee	Nandini or as approved by the Bank
11	Rice	Quality Sona Masoori (Raw)
12	Sugar	Good Quality (sulphurless)
13	Atta/Maida/Besan	Ashirwad/ Annapurna/ Pillsbury
14	Pulses	Good Quality
15	Spices	MDH/Captain Cook/Everest/Catch
16	Fruits/Vegetables	Seasonal Fresh Quality
17	Ice Cream	Kwality/Amul/Ideal/Hangyo/Arun

TENDER DOCUMENT FORCATERING & MAINTENANCE SERVICES AT CIBM, MANIPAL

18	Corn Flakes	Kellogg's or as approved by the Bank
19	Papad	good quality
20	Biscuits	Goodday/Britania or as approved by the Bank
21	Pickle	Standard quality
22	Curd	Nandini or as approved by the Bank
23	Sweets	Pariwar/ Venkateswara at Udupi/ as approved by the Bank

Note:

1. Above brands and/or brands of comparable quality (to be approved by the Institution) can only be used.

Eligibility Criteria:

Sl. No.	Criteria	Documents Required
1.	The Firm/Company should be registered under the labour commissioner office at the respective jurisdiction	Copy of Labour License or shop and Establishment License issued by the Assistant labour Commissioner
2	The Firm/Company should have minimum 5 years of experience of providing Catering Services and continuously preceding to 31/03/2021 in Government offices/ PSUs/ PSBs/ Private & Public limited Companies on annual contract basis for a minimum strength of 25members.	Work Order copies /client certificates from 2016 onwards, clearly indicating the staff strength of the office where Catering service is provided (Including address of office) and period of service.
3	The Firm/Company must have at least one valid contract for similar work (Refer scope of works) in Karnataka for a multi storeyed building with minimum 50 participants per day (including Breakfast, Lunch and Dinner) and experience should not be like regular cafeteria or restaurant.	Original Experience Certificate in this regard issued by the institutions/ companies duly specifying the duration and No. of participants of the contract and payment made to the contractor during the Contract period. The address where Catering Services are to be provided.
4	The Firm/Company should have annual turnover of minimum 20 lakhs for the last three financial years till 31/03/2021 (FY2018-19, FY2019-20, FY2020-21)	Documents supporting the annual turnover amount like Audited Balance sheet, Profit & Loss statement and CA Certificate (form CA who has audited the Firm/Company) for all the FY. Noncompliance of any one of the above mentioned documents will be liable for rejection of tender.

TENDER DOCUMENT FOR CATERING & MAINTENANCE SERVICES AT CIBM, MANIPAL

5	The Firm/Company should not be a loss making one and should have operating profit for the last three years i.e. FY 2018-19, FY 2019-20, FY 2020-21.	Supporting documents like Balance sheet, Profit & Loss statement.
6	PAN & GSTIN	Copy of PAN and GSTIN Certificate of the Firm/Company
7	PF and ESI	Copy of PF and ESI Registration Certificate of the Firm/Company.
8	Weather Incorporated/ partnership	Certificate of Incorporation, Articles & Memorandum of Association in case of a company/ partnership deed in case of a partnership firm.
9	Labour	Certificate of Registration with Labour Department, Karnataka Govt.

The evaluation will also involve inspection of works, buildings/projects under their maintenance upkeep, discussion with the Agency and feedbacks from the clients.

ANNEXURE 2

GENERAL RULES AND INSTRUCTIONS TO TENDERER

32. The documents consisting of Notice Inviting Tender (NIT), Scope of work & Eligibility criteria, General rules and instructions to tenderer, General Conditions of Contract, Application Format, Price bid can be collected between the dates mentioned in the Notice Inviting Tender (NIT) during the working hours except on Sundays, second & fourth Saturdays and Public Holidays from Administration Section, Canara Institute of Bank Management (CIBM), Ananthnagar, II Stage, Manipal - 576104 or alternatively tender documents can be downloaded from the banks website www.canarabank.com.

33. The tender is "TWO BID CONCEPT" and it has to be submitted as such.

34. The first envelope should contain all the components of Technical Bid as detailed in the NIT with all supportive documents duly signed on all the pages other than the Price aspects. The envelope shall be sealed & super scribed as "Technical Bid for providing Catering Services at CIBM, Manipal".

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

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

The two covers containing the Technical Bid and the Price Bid should be placed in a separate third cover mentioning on the face of the cover "Tender for providing Catering Services at CIBM, Manipal".

36. The sealed offers should be submitted to The Asst. General Manager, Administration Section, Canara Institute of Bank Management (CIBM), Ananthnagar, II Stage, Manipal - 576104 on or before 30.07.2021 by 3.30 pm. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of NIT the next working day will be deemed to be the last day for submission of the offer. No offer will be accepted by email.

37. The First envelope (Technical bid) will be opened in the said office on 30.07.2021 at 04.00pm.

38. The price bids of the agencies meeting the eligibility criteria only will be considered and opened on a convenient date with due intimation to the Tenderers emerging successful in the Technical bid.
39. Offer shall be submitted on prescribed Form only i.e. as per documents issued/downloaded from website have to be duly filled and submitted and no other format shall be used, except for Proformas which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form part of contract. Offer in any other format other than that prescribed in this document shall be liable for rejection.
40. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the Bank.
41. The Bank's decision in the selection process is final and Bank will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The acceptance of an offer will rest with the Bank which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.
42. Offers which are incomplete in any respect are liable to be rejected.
43. Canvassing in connection with tenders is strictly prohibited and the offers submitted by the applicants who resort to canvassing will be liable for rejection.
44. The applicant shall furnish the list of his relatives working in the Canara Bank/list of retired Canara Bank employees employed with him.
45. The Tenderer or their authorized representative is requested to be present during the opening of the bids. This is optional. Bank will proceed with opening of the technical bids on the stipulated date & time unless otherwise modified.
46. It will be obligatory on the part of the Tenderer to tender and sign the offer documents for all the component parts.
47. The successful Tenderer shall execute the agreement (Annexure 5) on a stamp paper of appropriate value within 14 days from the date of acceptance of the offer, and until a formal agreement on stamp paper is prepared and signed, this offer document along with the correspondence shall constitute a binding contract between the tenderer and the Bank.
- 48. Conditional offers shall be rejected.** The Tenderer shall inspect the site to ascertain the site conditions, constraints and any other information required for making the offer. For any assistance for visiting the site intending applicants may

49. During the course of technical evaluation if found necessary the Bank may seek supplementary details and the same shall be submitted within the stipulated time. Non - submission of such details in time may render such applications for disqualification from further evaluations as per the decision of the Bank.
50. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, or site visits will be reimbursed by the Bank.
51. Documentary proof with respect to the Eligibility criteria shall be furnished along with the application form. In this regard, copies of the work orders and certificates obtained from clients and or such other documents shall be submitted. Incomplete applications or applications without proper proofs for establishing their credentials will be liable for rejection and no correspondence will be entertained in this regard. The authorised person of the firm/ company shall sign in all the pages of the application with seal of the firm/company.
52. Applications received after the due date and time is liable for rejection.
53. If any of the labour employed by the contractor is found to be under performing or any misbehavior is found / reported while on duty, Bank reserves the right to ask for a suitable substitute.
54. Tender shall be quoted on prescribed form only and quoting in any other form will be rejected. All rates shall be quoted on the proper form of the tender alone.
55. If any tenderer withdraws his tender before the said period (last date of the submission of the tender) or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the security deposit.
56. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
57. The rate should be quoted in figures as well as in words in Indian Currency only.
58. In case the rate quoted in figures differs from those quoted in words, the rates quoted in words will be taken as the tendered rate and shall be binding on the tenderer.
59. The tenderer shall note that the rate quoted shall be exclusive of all taxes and inclusive of expenses of all types of Workforce/Manpower (by following Labour Laws scrupulously as per government guidelines) and expenses pertaining to the consumables, operating profit etc., and no claim for enhancement of quoted rates on any account shall be considered.

60. The Bidder has to submit Bid security Declaration as per annexure-8 in lieu of EMD.
61. The proposed contract is called for 2 years. But initially the contract will be awarded to successful bidder for one year and will be renewed for one more year based on satisfactory performance of first year. The successful bidder should submit a Security Deposit for 3% value of the first year contract amount within fifteen days from the date of acceptance of the tender for due performance of the Contract. The Security Deposit shall be by way of Performance Bank Guarantee/DD issued by a Scheduled Bank in India other than Canara Bank. The Performance Bank Guarantee should be valid for 12 months from the date of commencement of contract. The guarantee should also contain a claim period of three months from the last date of validity. If the contract is not renewed for second year, The Performance bank guarantee will be returned to the bidder within 30 days after completion of first year claim period subject to satisfactory performance and on the contractor rendering a No Demand and No Due Certificate, and after adjusting any sums due to Canara Bank from the contractor,. The Bank shall invoke the Performance Bank guarantee before the claim period, if the successful bidder breaches the contract or fails to complete his obligations under the contract. The bank shall notify the bidder in writing before invoking the bank guarantee. The proceeds of the Performance Bank guarantee shall be payable to the Bank.
62. If the contract is renewed for second year, the contractor has to submit the security deposit for 3% value of the second year contract amount within fifteen days from the date of acceptance of renewed contract. The Performance Bank Guarantee submitted for first year will be returned after submitting second year Performance Guarantee. The Performance bank guarantee of 2nd year will be returned to the bidder within 30 days after completion of claim period subject to satisfactory performance and on the contractor rendering a No Demand and No Due Certificate, and after adjusting any sums due to Canara Bank from the contractor. The Bank shall invoke the Performance Bank guarantee before the claim period, if the successful bidder breaches the contract or fails to complete his obligations under the contract. The bank shall notify the bidder in writing before invoking the bank guarantee. The proceeds of the Performance Bank guarantee shall be payable to the Bank.
63. The offer will be valid for a period of 120 days from the date of opening of tender.
64. Tenderer has to arrange for inspection if required and should have carried out the works satisfactorily at the site failing of which the tender will be disqualified.
65. All the parts of these tender documents i.e., Tender Notice, Scope of work, General rules and Instructions to tenderers, Price Bid, offer letter, General

conditions of contract, and all other parts shall form a part of the contract document.

66. Contractor should observe utmost economy in use of electricity and water.
67. The daily scope of works shall be approved by the Canteen and Maintenance Committee and the same shall be strictly complied.
68. The proposed contract is called for 2 years. But initially the contract will be awarded to successful bidder for one year and will be renewed for one more year based on satisfactory performance of first year. The contract is subject to annual renewal as per discretion of Bank thereafter. In case of unsatisfactory performance during the review period, the Bank shall terminate the contract at any point of time without prior notice.
69. The Tenderer shall quote the rates for 1st and 2nd years. The rate to be quoted by the tenderer shall be firm and shall cover and include wages to the labourers, supervisors, equipment deployed, contractors profit, transportation charges and all statutory levies such as "Octroi, sales tax, excise duty, PF, ESI but excluding GST and Service Tax arising from Act passed by Parliament or State Legislature and rules framed there-under. The rates shall be quoted on the format as per Part-II.
70. The tenderer shall note that no claim for enhancement of rates, on the ground that cost of materials, labour has increased, existing statutory levies have been increased, after tender, or in any other ground, will be entertained on any account.
71. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions. The tenderer should specifically note that it is tenderers responsibility to provide all items which are not specifically mentioned in the scope of works, but which are necessary to complete the subject services.
72. No employee of Canara Bank shall be engaged by the contractor during the course of carrying out the works.
73. The selected contractor shall at his own cost, have to comply with the rules of Karnataka Labour Enforcement office and other statutory bodies presently in force and in future till the contract period. The proof of compliance need to be submitted to the Bank within one month from the date of taking over.
74. The contractor should obtain the requisite license for catering services at CIBM from the authorities such as Municipality, State/Central Government Departments, Labour Department..etc at his own cost. CIBM shall not be responsible in any way for any breach of these rules/ regulations.

75. The contractor needs to employ his own staff for the purposes of cleaning and such employment should conform to the labour act presently in force and in future till the contract period.
76. The successful tenderer should keep the entire internal and external premises neat and clean and should bear the expenses of cleaning materials required for the same and use good quality cleaning material.
77. All the records pertaining to Catering shall be maintained up to date and shall be made accessible to the Bank.
78. The payment shall be made on monthly basis against bills certified by the Canteen and Maintenance Committee, CIBM.
79. The Contractor should maintain a register to record the daily attendance of housekeepers/staff and same should be produced along with the bills.
80. The Contractor should ensure a proper background check of all the workers employed by him and should inform the Institution as and when changes happen. Credentials of all workers are to be ensured to the satisfaction of the Bank and records of credential verification are to be submitted to the Bank.
81. CIBM shall have the right to withhold payment of, or make recoveries from claims due to the contractor in respect of any loss or damage caused or occasioned in respect of the properties of Bank under the terms and conditions of this contract or any payment necessitated due to the infringement of any statutory obligations by the contractor.
82. The contractor shall not transfer or sublet the work to anyone without the prior written approval of Canara Bank.
83. The contractor or his authorized representative shall be in attendance in CIBM premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of Canara Bank, the contractor shall be personally responsible and shall make good the loss forthwith.
84. All activities of work done shall be entered in a register daily so that complete record is obtained of all work performed under this arrangement, and signed and dated by both parties viz., persons authorized for and on behalf of CIBM and the contractor each day on completion of work.
85. Without prejudice to any rights or remedies under this agreement if the contractor dies, the CIBM authorities shall have the right to terminate this agreement without any liability whatsoever as regards execution of the work for

the balance contract period after the death of the contractor.

86. In the case of two or more tenderers appearing “Prima Facie” lowest, quoting the same figure before and after the arithmetical check etc, an opportunity shall be given to both the parties for making a revised offer on the basis of a percentage reduction in the total value in a sealed covers, which shall be opened on a fixed date in the presence of the tenderers.

87. **Social Media Policy:** - No person of the bank or the contractors and third parties shall violate the social media policy of the bank.

The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:

- i) Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.
- ii) Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.”
- iii) The contractor may collect the social media policy of the Bank from CIBM, Manipal.

88. In case the final successful tenderer withdraws his tender, the Bank shall be entitled in its right to proceed with next successful tenderer or cancel the tender as deemed fit.

ANNEXURE 3

GENERAL CONDITIONS OF CONTRACT

The Contractor's main responsibilities will be to provide good quality and Hygiene Food as per daily menu, maintaining neat, clean and hygiene premises of Kitchen, Dining hall, Cleaning Places and Toilets, supply of well-trained workmen, supply of quality consumables, compliance of statutory requirements and providing efficient service, etc.

1. DEFINITIONS/ INTERPRETATIONS

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

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

g) 'Approval' wherever used in the specifications or schedule of Quantities shall mean, respectively, approved by or approval of the 'Accepting Authority' in writing.

h) 'State' wherever used in the specifications is Karnataka state.

2. CONTRACTOR'S OBLIGATIONS

- a. The Contractor shall be responsible for the proper upkeep of Kitchen, Dining Hall at Hostel Block at CIBM, Manipal.
- b. For any damage, breakage or loss of any equipment or property of the Bank, the contractor shall have to replace the same at his own cost failing which the amount will be recovered from his security deposit or from other dues as payable to him by the Bank.
- c. The Contractor shall keep a proper inventory of the items/equipments/Furniture/utensils provided by the Bank and supplied by the contractor separately and the same shall be verified by the Contractor & Canteen and Maintenance Committee of CIBM.
- d. The Bank reserves the right of free access through its authorized representative(s) to inspect the Catering, Stores and equipment's for ensuring their wholesomeness, cleanliness, Hygiene, quality and quantity at all times without any prior notice.
- e. The Contractor shall keep the entire premises clean, neat and hygienic. He shall use and provide at his own expenses the prescribed materials and other requisites for this purpose.
- f. The Contractor shall not use or allow to be used the Catering premises or any part thereof for dwelling purposes and shall not allow any outsiders to loiter in and around the building without valid authority.
- g. The Contractor shall also not use or allow to be used any facility, appliances, equipment provided by the Bank to him for any purpose other than providing Catering services as per the Bank's requirement.
- h. The Contractor shall not without prior consent in writing by the Bank assign or sublet the contract or any part thereof to any other party provided that it shall not relieve the Contractor from any obligations, duty or responsibility under the contract.

- i. The Contractor shall arrange for all cleaning materials for the purpose of cleaning and expenses in this regard shall be borne by the Contractor.

3. MANPOWER & WAGES

- a. The Contractor shall make regular and full payment of wages / salaries and other payments to the employees and furnish necessary proof, as and when demanded by the officer-in-charge of the Bank/ concerned department of State, State and local government agencies.
- b. The Contractor shall be responsible for the compliance with applicable laws with latest amendment(s) or which might become applicable, rules and regulations relating to Codes of Wages, 2019 , Contract Labour (Regulations & Abolition) Act, 1970, Shops & Establishments Act, Factories Act, 1948, Employees Provident Funds & Misc. Provisions Act, 1952, Payment of Gratuity Act, 1972, Payment of Bonus Act, 1965, Payments of Wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, ESI Act 1948 or such other Acts, laws or regulations passed by the State/States, Municipal & Local Government, agency or authority.
- c. The Officer-in-Charge or his authorized representatives will verify the payment of wages by cross verifying the salary slips of all employees or any other proof as required by bank and shall record the following certification in the wage register. "Certified that salary for the month of has been disbursed on to the Catering Contractors' workers by the Contractor in accordance with the wages specified in State Minimum Wages Act".
- d. The Contractor shall also be liable to pay P.F. contribution, leave, salary etc and shall be liable to observe statutory working hours. The contractor shall note that neither the contractor himself, nor the persons employed by him shall have any right or privilege for employment benefit from the bank, nor they can make any claim in this regard.
- e. Proper records shall be maintained by the Contractor with respect to the above acts and such other acts as may be applicable to Contractor's working and his workmen which would be subject to check from time to time, by the Officer-in-Charge.
- f. The optimum manpower requirement in the Catering may vary from time to time for efficient and timely Catering covering all categories of personnel required to be provided for Catering services, for which the contractor must, at

all times maintain the needed manpower.

- g. The Contractor shall maintain a register showing names and addresses of the persons engaged along with photographs of each person and shall produce the same for inspection on demand by Officer-in-Charge or such other persons so authorized by the Bank. Contractor shall submit police verification documents of the Workers employed.
- h. The Contractor shall arrange through the Bank's Catering and Maintenance Committee, on the advice of the Officer-in-Charge, to issue identity cards bearing photographs of the Catering employees for gate entry and shall exhibit prominently during working hours. The Catering staff shall also be liable for search on entry /exit.
- i. The Contractor shall ensure that all Catering employees, during their working hours, wear proper and clean uniform as prescribed by the Bank.
- j. The employees of the Contractor should be subjected to medical examination twice in a year at Contractor's cost by the Medical Officer nominated by the Bank. The employees should be free from all communicable, contagious infections and other diseases. In the event of any employee of the Contractor being found medically unfit, the Contractor shall arrange to replace him. Contractor has to submit medical certificate as and when required.
- k. Nothing contained herein shall be construed to create a monthly tenancy or create any such interest in favour of the Contractor or their partners / representatives / employees in respect of Catering or the premises used by the Contractor in connection with or for the purpose of this agreement.
- l. On termination of this agreement, the Contractor shall discontinue to use and handover vacant and peaceful possession of the Bank Premises of the said Catering or other premises together with the fixtures, equipment and articles in good condition to the Bank.

4. CONTRACTOR'S LIABILITY TOWARDS INDEMNITY

- a. The Contractor shall indemnify the Bank for any loss occurred to the Bank by any act of commission & omission made by the contractor & or its employees and it includes against any claim under the Payment of Wages Act, 1936, and/or the Minimum Wages Act, 1948, Workman's Compensation Act, Factories Act or any statutory obligations arising out of any other Act or Acts (latest amendment(s)) or on behalf of any person employed by him.

- b. The Contract shall be in force for the period of 2 years (But initially the contract will be awarded to successful bidder for one year and will be renewed for one more year based on satisfactory performance of first year) stipulated in the contract and on the expiry thereof, it will be deemed to have been terminated automatically. Further, the contractor will not have any right either contractual or equitable to demand any fresh contract for another term or to continue the same for any period.
- c. The contract will be initially for a period of one year and may be extended / renewed as per the terms mutually decided by both the parties. On renewal, a fresh contract shall be executed and Security deposit shall be submitted as per NIT.
- d. In the event of any dispute arising out of the clauses mentioned above, the same shall be referred to the College In Charge, CIBM, Manipal or any officer whom the College -In Charge may appoint for decisions and his decision shall be final and binding on both the parties.

5. MISCELLANEOUS

- a. Contractor shall maintain the catering premises in clean and hygienic conditions. If the Contractor fails to engage sufficient staff for this purpose, the Bank will engage the staff on behalf of the Contractor at his risk and cost.
- b. Contractor shall not exhibit or cause to be exhibited in the CIBM premises of any printed or written notices or advertisements of any kind, whatsoever except notices related to the working of the Catering, without the prior permission of the Bank.
- c. The Bank reserves the right to deduct any amount that becomes payable by the Contractor in respect of the labour being employed by him for executing the job awarded, under any Act, or rules framed there under and in force from time to time. The same shall be recovered from bills payable to the Contractor as debt recoverable.
- d. The Contractor shall undertake to provide comprehensive accident insurance policy coverage in respect of every employee employed by him. Contractor shall satisfy the Management of the same within the time prescribed by the Management but before the actual commencement of the job awarded to him.
- e. If any of the labour employed by the contractor is found to be under performing or any misbehavior is found / reported while on duty, Bank reserves the right to ask for a suitable substitute.

- f. Contractor shall ensure that peace and order is maintained in the resting area / material handling room and if peace and order in premises is disturbed due to lapse on the part of the contractor, a penalty of Rs.1000/- per occasion in a month for such lapse leading to disturbance of peace/order may be imposed by the Bank.-
- g. If the Bank finds that the Contractor is misusing the facilities provided by the Bank for carrying out the Catering services for any other purpose not covered under the contract, the Bank will be free to levy penalty which may extend to Rs.5000/- or more per occasion.
- h. If, on inspection, it is found that the quality of Catering and Services is not as per the norms laid down by Bank, a penalty up to Rs.1000/- may be imposed by the Bank for every such occasion.
- i. Contractor would ensure that all the Catering staff employed by him would behave courteously and decently with employees of the Bank and also ensure good manners.
- j. In the event of the Contractor suspending or abandoning Catering services without giving prior notice to the Bank, without handing over charge of the Catering materials entrusted to him by the Bank, the whole of Catering money and other dues payable to him shall stand forfeited to the Bank and he shall also be liable for such legal action deemed fit and proper for breach of contract and towards the loss of various accessories and furniture entrusted to the contractor.
- k. The Officer in charge would be the final authority regarding Imposition of penalty under various circumstances as enumerated above. His decision shall be final and binding on the contractor.

6. AGREEMENT

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

7. SECURITY DEPOSIT

The successful tenderer will have to deposit a Security deposit of 3 % of the Contract value as mentioned in NIT and the same shall not carry any interest.

8. TERMINATION OF CONTRACT

- a. Canara Bank shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not entertain any claim compensation by Contractor for such termination of Contract.
- b. As regards unsatisfactory performance or non compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, Canara Bank shall have the right to terminate the contract forthwith with one month's notice and rearrange the work through other agencies at the risk and cost of the contractor and under such circumstances, the Security deposit paid by the contractor shall stand forfeited.
- c. The contractor shall follow such Act, rules and regulations (latest amendment(s)) of the State/State Government that are in force and that may be framed from time to time for completion of work. Canara Bank shall not be responsible for any infringement of the various statutes in force by the contractor.
- d. The contractor shall take, at his own cost the necessary licence from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including execution on stamp paper will also be met by the contractor.
- e. Any additional items of work not covered by the contract shall be at a rate agreed by mutual discussion between the contractor and the Bank.
- f. Statutory deduction towards income tax will be made as per rules.
- g. Income tax will be deducted in every monthly bills payable to contractor.
- h. Prevailing Minimum Wages as notified by Regional Labour Commissioner (State) has to be paid to the labourers employed by Contractor.
- i. Payment to the labourers shall be paid on or before 7th of every month and confirmed to the Bank.
- j. The challans and other documents with regard to ESI/PF/pay slip should be submitted along with monthly bill.
- k. Goods and service tax charged by the Contract shall be reimbursed upon production of receipt of preceding month.

9. GENERAL

- a. Contractor shall adhere to safety practices and avoid hazardous and unsafe working conditions and shall comply with the safety rules in force from time to time.
- b. The premises will be in possession of the Bank and the Contractor is permitted to enter the premises to carry out the Catering services only. If at any time the contract is terminated or the contract comes to an end or if the Bank decides that the contractor should not be allowed to carry out the catering works, in that event, the Bank will be entitled to restrain the contractor from entering the premises. The contractor will have no right or interest in the premises and other items given by the Bank.
- c. Contractor shall use the catering only for the purpose of this agreement / contract and he shall not make any structural additions or alterations to the same.
- d. Contractor shall work under the supervision of the Catering and Maintenance Committee, CIBM, Manipal and such other authorised officers of the Bank as may be nominated from time to time.
- e. The Contractor and his workmen will be subject to police verification regarding their antecedents.
- f. The contractor should not have been black-listed by any Government or Private Organization.
- g. The contract will not be given to any bidder for just being L-1. The capacity / experience / desired quality will also be considered. If any freak rates are quoted, the bank reserves the right to reject the offer quoted by the lowest tenderer.
Note: Freak rate means the rates quoted for labour charges should not be less than the minimum wages recommended in the latest circular of state government. (Please refer latest circular under Ministry of labour and employment)
- h. The offer containing erasures or alterations will not be considered. There should be no hand written material, corrections or alterations in the offer. Technical details must be completely filled up. Conditional offers will be rejected.
- i. The Contractor will have to provide the Bank with a list of employees category-wise located at the Catering and also their emoluments for the purpose of verification.

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

10. LABOUR

- a. The Contractor shall employ suitable labour to perform the required quality of Catering to the satisfaction of the Bank.
- b. The contractor shall furnish to the Bank at the intervals specified by Bank, a distribution of the number and description of labour employed in carrying out works. The Contractor shall submit on the 4th and 19th of every month to the Bank a statement showing in respect of these conditions of the preceding month and the first half of the current month (i) the number of labourers employed by him on the work (ii) their working hours (iii) the wages paid to them (iv) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (v) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 (latest amendment(s)) or Rules made there under and the amount paid to them.
- c. The contractor shall apply and obtain license under the contract labour (R&A) Act 1970 (latest amendment(s)) and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority through Bank.
- d. The minimum age of the labour employed shall not be below 18 years.
- e. The contractor shall comply with the provisions of the Codes of Wages, 2019 , Workmen's compensation Act 1923. the payment of the Wages Act 1936, Factories Act, Minimum Wages Act 1948, Employment of Children Act 1938, Employers

Liability Act 1938, Industrial Disputes Act 1947 and other Acts State or States with (latest amendment(s)), that may be applicable to him. He shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act. Any cost incurred by Canara Bank in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor, is workmen, servant and any money which may become payable to Canara Bank as aforesaid shall be deemed to be deducted by Canara Bank or may be recovered by the management of Canara Bank from the contractor in the other manner.

- f. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employees provident fund schemes and Employees State Insurance Act 1948 and show proof of payment of subscriptions/contributions to the concerned authorities. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees and obtain individual insurance and PF number and shall furnish to the Bank every month, necessary proofs for having made remittance of ESI and PF contributions in respect of all contract labourers engaged by him.
- g. As regards Employees State Insurance Act, the contractor shall submit Photostat copies of the challans of remittance of the contributions (both the employees contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in Canara Bank by him for this work for the relevant period before any payment is released by Canara Bank.
- h. As regards the Employees provident fund and miscellaneous provision Act 1952 and rules and regulations and schemes framed there under, he shall be liable to pay employees compensation under the Act in respect of all labour employed by him for the execution of the contract. For this purpose, he shall indicate the code number obtained by him from the Regional Provident Fund Commissioner and produce the Photostat copy of the challan receipt of monthly remittance. He shall also furnish such returns as are due under the Act to be sent to the appropriate authorities through Canara Bank.
- i. The contractor is required to take Insurance for all the workers employed on the works towards payments for workmen compensation. The Insurance has to be taken within 15 days of the award of work and has to be provided at the signing of the agreement. The contractor shall be fully responsible for the consequences arising out of default and Bank may treat it as breach of Contract and reserves the right to terminate the Contract.

- j. The contractor shall pay wages to his workmen at the rates as applicable under the Minimum Wages Act as per State Government guidelines for unskilled and for semiskilled/equivalent categories. The contractor shall provide the proof of disbursement of the wages and obtain their signature in the payment register on or before 7th of every month. If it falls on Sunday payment shall be made on previous day.

11. SAFETY CODE - RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT

- a. Before commencing the work, contractor submits a SAFETY PLAN 'to the authorized Canara Bank official. The 'SAFETY PLAN' shall include in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During negotiations before placing of work order and during execution of the contract Canara Bank shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by Canara Bank decision in this respect.
- b. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of Canara Bank or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property and environment.
- c. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized Canara bank officials:-
- d. Safety Helmets conforming to IS-2925:1984 Safety Shoes conforming to IS-1989:1978.
- e. Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978 wherever required
- f. Hand and body protection devices conforming to: IS-573:1975 IS-6994:1973
- g. IS-8807:1978 IS-8519:1977
- h. Where it becomes necessary to provide and/or store petroleum products, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall store the same safely as per the directions of the Bank.
- i. All electrical equipment's connection and wiring for equipment's, its distribution and use shall conform to the requirement of the Indian Electricity Act and Rules. All electrical appliances including portable electric tool/equipment used by the contractor shall have safe plugging system to source of power and be appropriately earthed.

- j. The contractor shall be held responsible for any violation of statutory regulations local, state or state and Canara Bank instructions that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and Canara Bank instructions shall be borne by the contractor.

12. ARBITRATION

- a. All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to Canara Bank hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.
- b. For the purpose of appointing the sole Arbitrator referred to above, Canara Bank will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.
- c. The contractor shall on receipt of the names of aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to Canara Bank within thirty days of receipt of the names. Canara Bank shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the competent authority of Canara Bank shall make the selection and appoint the selected person as the Sole Arbitrator.
- d. If Canara Bank fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to Canara Bank a panel of three names of persons who shall all be unconnected with either party. Canara Bank shall on receipt of the named as aforesaid select anyone of the person's name and appoint him as the Sole Arbitrator. If Canara Bank fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to Canara Bank.

- e. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid. The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The Arbitrator shall give a separate reasoned award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- f. The fees and expenses, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The Arbitrator may direct to and by whom and in what manner the cost of the reference and of the award including the fees and expenses or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.
- g. The award of the Arbitrator shall be final and binding on both the parties. subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made hereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.
- h. "The contractor shall indemnify the bank for any loss occurred to the bank by any act of commission & omission made by the contractor & or his employees and it includes against any claim under the Payment of Wages Act, 1936, and/or the Minimum Wages Act, 1948, Workman's Compensation Act, Factories Act or any statutory obligations arising out of any other Act or Acts or on behalf of any person employed by him."

13. PAYMENT TERMS

The payments shall be on monthly basis on format prescribed by Bank, subject to production of Attendance Register, Proof of payment of wages, ESI, PF and filing returns to Statutory Authorities.

- 14. The successful tenderer shall execute the agreement (Annexure 5) on a stamp paper of appropriate value within fourteen days from the date of acceptance of the offer.

ANNEXURE 4

FACILITIES PROVIDED BY THE BANK TO THE CATERING CONTRACTOR

1. CIBM will provide suitable place to the contractor during the contract period to maintain his office and storing the materials required as per contract. The place so provided should be used only for the performance of duties under the contract and not for any other purpose. The contractor shall have no tenancy rights on the place provided and the space provided shall be vacated by him immediately on expiry/termination of contract.
2. Free supply of water for carrying out Catering services will be provided. The contractor has to take the utmost care in utilization of water.

Other Conditions:

1. The approximate requirement of catering service workmen is given below:

Sl. No.	Category of workmen	Required No.	Shifts
1	Cook	2	2 (8 hrs each)
2	Assistant Cook/ Helper	2	2 (8 hrs each)
3	Waiters/Servers	8	2 (8 hrs each)
4	Cleaners	4	2 (8 hrs each)

- **Note:** The contractor has to provide sufficient No. of catering service workmen based on the work load so that hassle free/ timely services can be rendered to the participants.
2. The contractor may be asked to provide services like Breakfast/ Lunch/ Dinner/ Tea/ Coffee etc.. during the shutoff period up to the extent of minimum commitment charges.
 3. The bill shall be paid on the basis of actual consumption by the participants irrespective of whether they are staying in Hostel/ at outside venue and not on the basis of participants attended the training program.
 4. The Commitment charges cannot be more than 3 times of quoted daily per head rates. Violating the condition in price bid quote is liable for rejection of the tender.
 5. The minimum commitment charges are payable for the working days only, wherein no physical training is being conducted. No charges will be paid during non training period holidays/weekly off.
 6. The contractor or his authorized representative should be available in the Hostel building at CIBM, Manipal to supervise and control his workers and take down instructions from the Catering and Maintenance Committee of the Bank.

7. The workers and the staff of the contractor working in the premises will have to maintain with proper discipline. The contractor shall provide his workers with proper safety appliances and equipments and Canara Bank shall not be responsible for accidents and injuries caused to his labour during the course of their work.
8. For working in the CIBM buildings, the workmen and supervisory staff of the contractor shall write down the names in the register at the entry of the gate and in the front of CCTV. All the staff of contractor may be required to undergo check as per the rules and regulations of Bank from time to time.
9. The workers / labourers employed by your company will be checked by Bank's Catering and Maintenance Committee personnel if required.
10. The facility Manager, supervisors, and workers should be provided with mobile phones for communication. The list of Mobile Nos. will be submitted to Canteen and Maintenance Committee.
11. All the labourers should maintain personal hygiene, nails should be cut, neatly groomed and should maintain strict discipline within the building premises.

ANNEXURE 5

CONTRACT AGREEMENT FORMAT

This agreement made the _____ day of the month of _____ in the year 2021 BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head office, 112, J C Road, Bengaluru) represented by its duly constituted attorney (hereinafter referred to as the Employer / Bank) on the ONE PART; and

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

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

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

WHEREAS THE Employer / Bank is desirous to undertake Catering services at Canara Bank, Canara Institute of Bank Management (CIBM), Ananthnagar, II Stage, Manipal - 576104 as detailed in the _____ and has been accepted by the Employer on the terms and conditions as set out therein and interlaid others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - a) Notice inviting Tender
 - b) Scope of Works and eligibility Criteria

- c) General Rules and Instructions for the guidance of Tenderers
- d) General Conditions of contract along with Annexure there to
- e) Facilities Provided by the Bank to the Catering Contractor
- f) Tender offer, Contract Agreement Format, Indemnity Bond format & Bank Guarantee format, Bid Security Declaration, if any, leading to and prior to acceptance letter.
- g) Address of Canara Institute of Bank Management (CIBM), Ananthnagar, II Stage, Manipal - 576104
- h) Price - Bid.

[Note: * Strike off whichever is not applicable]

3. In consideration of the payments to be made by the Employer/ Bank to the Contractor, the Contractor hereby covenants and agrees with the Employer/ Bank to carry out Catering services and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

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

Signed, sealed and delivered by the said Contractor, _____

_____ to the Employer _____ in the presence of:

Witness (Signature, Name & Address):

1).

2).

**Signature of Contractor (with seal)
Signature of Authorised representative
of the Employer / Accepting Authority.**

ANNEXURE 6

INDEMNITY BOND

(To Be Submitted by the Successful Contractor in stamp paper)

THIS DEED OF INDEMNITY BOND is made on this ----- day of----- month of year two Thousand Twenty One (__. ____.2021) By M/s ----- duly represented by one of its partners/proprietor -----, aged -- years, son of Sri -----

-----, residing at-----
-----.

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

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

Whereas My Firm/Company was short listed for issue of tenders and my company became successful in securing the subject work through competitive tendering and for carrying out Catering services at Canara Bank, Canara Institute of Bank Management (CIBM) has been awarded in favour of my Firm/ company.

And whereas for undertaking the contract for Catering services, my firm/company has entered into contract agreement on __/__/2021.

Now this Deed Witnessed that in pursuance of the aforesaid contract agreement dt. __.20__ and in consideration of Canara Bank having agreed to make payments on or before 10 th of the every calendar month, for the bills claimed by my firm/company for rendering Catering services and referred to above, I hereby undertake to indemnify and keep harmless the Canara Bank and its officials from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, as specified by Canara Bank from time to time, for which I shall be solely responsible.

Signature of Contractor with seal

[Note : * Strike off whichever is not applicable]

ANNEXURE 7

PERFORMANCE BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

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

To:
The Asst. General Manager
Canara Bank,
Canara Institute of Bank Management (CIBM),
Ananthnagar, II Stage
Manipal - 576104

In consideration of (herein after called "Beneficiary") having agreed to exempt Ltd., having its Registered Office situated at (hereinafter called the "the obligator(s)") from the demand of Security deposit of Rs..... (Rupees only) under the terms and conditions of an agreement dated (herein after called the "said Agreement") for the due fulfillment by the said obligator of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs..... (Rupees only), at the request of the obligator _____ Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of under takings) Act, 1970 having its Head Office at _____ amongst others a branch at (herein after referred to as "the Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs..... (Rupees only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligator(s) of any of the terms and conditions contained in the said agreement.

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

We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before we shall be discharged from all liabilities under this guarantee thereafter.

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

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

Notwithstanding anything contained herein:

- i. Our liability under this Bank Guarantee shall not exceed Rs. _____
(Rupees only)
- ii. This Bank Guarantee is valid up to and
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (mention period of the guarantee as found under clause (ii) above plus claim period).
- iv. "The contractor shall indemnify the bank for any loss occurred to the bank by any act of commission & omission made by the contractor & or his employees and it includes against any claim under the Payment of Wages Act, 1936, and/or the Minimum Wages Act, 1948, Workman's Compensation Act, Factories Act or any statutory obligations arising out of any other Act or Acts or on behalf of any person employed by him."

PLACE:

DATE:

SIGNATURE & SEAL OF TENDERER

ANNEXURE-8

DECLARATION FOR BID-SECURITY

To
**The Asst. General Manager,
Administration Section,
Canara Bank,
Canara Institute of Bank Management (CIBM),
Manipal – 576104**

We, the undersigned, declare that, we understand that, according to your conditions, bids must be supported by a Bid- Security Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Bank for the period of time of 3 Years starting on ____ 2021, if we are in breach of our obligation(s) under the bid conditions, because we:

1. Have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
2. Having been notified of the acceptance of our Bid by the Bank during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with ITB 38.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty eight days after excitation of our Bid.

SIGNATURE OF TENDERER WITH NAME

Duly authorized to sign the bid for and on behalf of:

(Firm Name)

Corporate Seal (where appropriate)

(Note: in case of joint venture, the Bid- Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid).

BID DOCUMENT**APPLICATION****TECHNICAL BID**

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

TENDER DOCUMENT FOR CATERING & MAINTENANCE SERVICES AT CIBM, MANIPAL

5.b	Whether copy of Certificate of Incorporation, Articles, and Memorandum of Association in case of a Company / Partnership Deed in case of a Partnership Firm is enclosed?	
5.c	PAN No.	
5.d	GSTIN No.	
Furnish copies of Income-tax returns, registration		
6.	Furnish the particulars of Power of Attorney holder or letter of authorization (if applicable) for signing the Tender document	

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

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

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

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

If required use additional sheet for providing full details.

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

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

If required use additional sheet for providing full details.

TENDER DOCUMENT

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

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

NAME OF THE OFFICIAL	ORGANIZATION & ADDRESS	CONTACT NUMBERS

DECLARATION

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexure.
3. I / We agree that the decision of CANARA BANK in selection of contractors will be final and binding to me / us.
4. I / We have read the instructions appended to the proforma and I / we understand that if any false information is detected at a later date the contract shall be cancelled at the discretion of the bank.

Place:

Date:

SIGNATURE OF THE APPLICANT

NAME & DESIGNATION

SEAL OF ORGANIZATION

Enclosures:

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

TECHNICAL QUESTIONNAIRE

1.	Type and number of machineries And equipments your company proposes to use for the work other than provided by Bank.	
2.	Age profile of the labour force you would propose to employ for the works	Min Years Max Years
3.	Whether the firm/company is adhere to the safety precautions / protective measures mentioned as per the tender terms and conditions (Please write Yes/No)	
4.	Whether you accept the payment terms and conditions of Canara Bank? (Please write Yes/No)	
5.	Does the scope of works defined by the Bank covers all the aspects, if not, mention the other works which would come under the definition of Catering and general cleaning works (Please write Yes/No)	
6.	Any other relevant details you wish to Mention	

Note: Any tender with incomplete detail in the below questionnaire will be summarily rejected.

CHECKLIST FOR ENCLOSURES

(Tenderer should fill up YES or NO without fail)

SNo	Bid Enclosures	Yes or No
1.0	Whether the Tender is submitted in sealed envelope with Two covers Technical Bid and Price Bid separately?	
2.0	Whether Technical Bid (Envelope- A) contains the following	
2.1	Signed and stamped Letter of Authorization or Power of Attorney for signing the Tender document shall be submitted.	
2.2	All sections covered in the Tender document in full shall be signed by the authority, stamped and submitted	
2.3	Duly filled up Technical Bid shall be signed by the authority, stamped and submitted	
2.4	Duly filled up all Annexure shall be signed by the authority, stamped and submitted	
2.5	Supporting documents to meet the Eligibility Criteria	
	a) All the supporting documents to meet the Eligibility Criteria as laid down in the Tender under Eligibility Criteria shall be signed by the authority and stamped	
	b) Tenderer's Certificate of Incorporation, License or Registration shall be submitted	
	c) Balance Sheet and Profit & Loss accounts for the past three year shall be submitted.	
	d) Clientele list of the Nationalized Bank's/ Government Organization already engaged shall be submitted	
3.0	Whether Price Bid (Envelope-B) contains the following	
	a) Duly filled up Price Bid with signature and stamp in all headings shall be submitted	
	b) Whether corrections or overwriting if any is attested?	
4.0	Whether all pages in the tender document is duly signed by the Authorised Person?	

Checklist should be enclosed in technical bid

SIGNATURE OF THE TENDERER WITH SEAL

TENDER OFFER

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

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

I/We agree to keep the tender open for 120 (One Hundred and Twenty days) from the due date of opening of Price bid thereof and not to make any modifications in its terms and conditions.

In the event of my / our failure to commence the work on the specified date after award I/We agree that the Bank shall without prejudice to any other right or remedy, be at liberty to act as per the Bid Security Declaration submitted by us.

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

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

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

Signature of Tenderer
Name & address:

Dated the:.....day of 2021

Witness,

1).

2).

CERTIFICATE OF CONFORMITY

Date:

To,
The Asst. General Manager
Canara Bank,
Canara Institute of Bank Management (CIBM),
Ananthnagar, II Stage
Manipal - 576104

CERTIFICATE

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

Signature of the Tenderer:

Name:

Designation:

Seal:

SELF DECLARATION

Ref:

Date:

To,
The Asst. General Manager
Canara Bank,
Canara Institute of Bank Management (CIBM),
Ananthnagar, II Stage
Manipal - 576104

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

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

Signature of the Tenderer:

Name:

Designation:

Seal:

PART-II**PRICE BID**

(TO BE SUBMITTED IN A SEPARATE SEALED COVER)

I, Shri/Smt. _____ have gone through the general rules and instructions provided by the Canara Bank, Canara Institute of Bank Management (CIBM), Manipal and am quoting the price for the items mentioned below. I undertake to render Catering Services at the rates mentioned hereunder, if the contract is awarded.

1.	Name of the Contractor	
2.	Address	
3.	Telephone No./Mobile No./email ID	

(Rate to be quoted for per participant per day)

Sl. No.	Service to be provided as per Scope of Works	Price Quoted (in Rupees) excluding GST	
		First Year	Second Year
1	Bed Tea/ Coffee		
2	Breakfast		
3	Forenoon Tea/Coffee with Biscuit /Cookies		
4	Lunch		
5	Afternoon Tea/Coffee with Biscuit / Cookies		
6	Evening Tea with Snacks		
7	Dinner		
8	Minimum Commitment Charges during Shut Off Period (per day)		

Place:

Date:

Signature of Tenderer with Seal and date

The calculation of arrival of L1 Bidder is based on assuming the following:

1. Number of participants per day is 75 during training period.
2. On an average 22 working days per month (16 days physical Training and 6 days online training) and 8 Holidays in a month (4 Sundays, 2 Saturdays and , average 2 Holiday).
3. Minimum Commitment charges for 6 days (online training).
4. Weighted average of monthly cost of two years considering 30 days in a month.

Note:-

1. The tenderer shall quote the rates including all taxes and inclusive of all expenses/cess/taxes excluding GST of all types of Work force/ Manpower (by following Labour Laws scrupulously as per government guidelines) and expenses pertaining to the cleaning materials and no claim for enhancement of quoted rates on any account shall be considered.
2. The Commitment charges cannot be more than 3 times of quoted daily per head rates. Violating the condition in price bid quote is liable for rejection of the tender.
3. The amount per labor per year should be guided by the minimum wages (Basic + DA) specified by the state government including contributions to ESI, PF and any other statutory provisions. The rates quoted for subsequent years shall be arrived by the vendor taking into consideration of variations in Dearness allowance. The wage payment receipts of the workmen are to be produced to the Catering and Maintenance Committee of CIBM, Manipal for reference and certification of the bills for release of payment to the contractor.
4. The Tenderer shall quote the rate for both 1st and 2nd year however the contract agreement will be renewed on yearly basis based on the satisfactory performance.
5. In the case of two or more tenderers appearing "Prima Facie" lowest, quoting the same figure before and after the arithmetical check etc, an opportunity shall be given to both the parties for making a revised offer on the basis of a percentage reduction in the total value in a sealed covers, which shall be opened on a fixed date in the presence of the two or more tenderers.

Place:

Date:

SIGNATURE OF THE TENDERER

NAME & DESIGNATION

SEAL OF ORGANIZATION

Annexure-9

Example Calculation for arriving L-1 Bidder

Service to be provided as per Scope of Works	Cost in Rs. of Bidder -A per participant per day		Cost in Rs. of Bidder -B per participant per day	
	1st Year	2nd Year	1st Year	2nd Year
Bed Tea/ Coffee	5	6	5	6
Breakfast	35	37	32	33
Forenoon Tea/Coffee with cookies	10	12	9	10
Lunch	50	55	50	53
Afternoon Tea/Coffee with cookies	10	12	9	10
Evening Tea with Snacks	16	18	18	20
Dinner	50	55	50	53
Total	176	195	173	185
Minimum Commitment Charges during Shut Off Period (per day)	528	585	519	555

Calculation of Average Monthly Expenditure of Bidder-A:

Item of Expenditure	Rate quoted in Rs. per day for 1 st year	Rate quoted in Rs. per day for 2 nd year	Average rate in Rs. per day (A)	No. of Participants per Day (B)	Notional Cost in Rs. Per day C = A×B	Notional Cost in Rs. Per Month D= C×16
Total	176	195	190.50	75	14287.50	228600
Total-1						228600

Item of Expenditure	Rate quoted in Rs. per day for 1 st year	Rate quoted in Rs. per day for 2 nd year.	Average rate for two years par day in Rs. (E)	Notional Cost in Rs. Per Month F= E×6
Minimum Commitment Charges during Shut -Off Period	528	585	556.5	3339
Total-2				3339

Average Monthly Charges of Bidder A = Total-1+ Total-2 = Rs.2,31,939/-

Calculation of Average Monthly Expenditure of Bidder-B:

Item of Expenditure	Rate quoted in Rs. per day for 1 st year	Rate quoted in Rs. per day for 2 nd year	Average rate in Rs. per day (A)	No. of Participants per Day (B)	Notional Cost in Rs. Per day C = A×B	Notional Cost in Rs. Per Month D= C×16
Total	173	185	179	75	13125	210000
Total-1						210000

Item of Expenditure	Rate quoted in Rs. per day for 1 st year	Rate quoted in Rs. per day for 2 nd year.	Average rate for two years par day in Rs. (E)	Notional Cost in Rs. Per Month F= E×6
Minimum Commitment Charges during Shut -Off Period	519	555	537	3222
Total-2				3222

Average Monthly Charges of Bidder B = Total-1+ Total-2= Rs.213222/-

Out of two Bidders, Bidder-B's average monthly expenditure is arrived as Rs.213222/- is the lowest. Hence Bidder - B is the L1 Bidder.