



बैंक ऑफ़ बड़ौदा, 24वीं मंजिल, गिफ्ट वन टावर, गिफ्ट सिटी, गांधीनगर, गुजरात
के लिए कैंटीन सेवाएं प्रदान करने हेतु निविदा आमंत्रण सूचना

मैसर्स : _____ द्वारा निविदा प्रस्तुत

निविदा जमा करने की अंतिम तारीख : 10/05/2022 (14:00 बजे तक)

बोलीपूर्व बैठक : 29/04/2022 @ प्रातः 1100 बजे

NOTICE INVITING TENDER FOR PROVIDING CATERING SERVICES -
FOR BANK OF BARODA, 24th FLOOR, GIFT ONE TOWER, GIFT CITY, GANDHINAGAR,
GUJARAT

TENDER SUBMITTED BY: M/S. _____

LAST DATE FOR SUBMISSION OF TENDER DOCUMENTS: 10/05/2022 (up to 1400 HRS)

PREBID MEETING: 29/04/2022 @ 1100 HRS

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दिनांक: 20/04/2022

निविदा सूचना

भाग I

बैंक ऑफ़ बड़ौदा, 24वीं मंजिल, गिफ्ट वन टावर, गिफ्ट सिटी, गांधीनगर में स्टाफ कैंटीन की सुविधा प्रदान करने के लिए प्रतिष्ठित कैटरर्स/ठिकेदारों, जिनके कार्यालय अहमदाबाद/गांधीनगर में स्थित हैं, उनसे दो बोली प्रणाली (तकनीकी/पूर्व-योग्यता और वाणिज्यिक बोली/कीमत बोली) के तहत दिनांक 10/05/2022 को 14:00 बजे तक या उससे पहले मुहरबंद निविदाएं आमंत्रित की जाती हैं।

सभी कॉलम स्पष्ट रूप से स्याही से भरे या टाइप किए गए जाने चाहिए. निविदाकर्ता को उसके द्वारा कोट की गयी संख्या, दरों और राशि को अंकों के साथ-साथ शब्दों में भी लिखना चाहिए. किसी भी परिवर्तन की स्थिति में निविदाकर्ता द्वारा स्पष्ट रूप से प्रमाणित और मुहर न लगाई जाने पर, निविदा अयोग्य माना जाएगा. निविदाकर्ता इस बात का ध्यान रखें कि दरें एवं राशि इस प्रकार लिखी जाएं कि इनमें कोई परिवर्तन संभव न हो. कोई भी स्थान रिक्त नहीं छोड़ा जाना चाहिए अन्यथा निविदा अस्वीकार की जा सकती है.

अधिक जानकारी के लिए, कृपया हमारी वेबसाइट <http://www.bankofbaroda.in> पर लॉग इन करें.

सहायक महाप्रबंधक
(सुविधा प्रबंधन एवं सुरक्षा)
प्रधान कार्यालय, बड़ौदा भवन, वडोदरा

Date: 20/04/2022

TENDER NOTICE

Part I

Sealed Tenders under two bid system (Technical/Pre-qualification and Commercial Bid/Price Bid) are invited from reputed Caterers/Contractors having their offices at Ahmedabad/Gandhinagar to run our Staff Canteen at Bank of Baroda, 24th Floor, GIFT ONE Tower, GIFT City, Gandhinagar on or before 1400 hrs. on 10/05/2022.

All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figure and as well as in words. Alterations, if any unless legibly attested and stamped by the tenderer shall disqualify the tender. The tenderer shall take care that the rates and amount may be written in such a way that any change is not possible. No blanks should be left which would be otherwise make the tender liable for rejection.

For more details, please log on to our website <http://www.bankofbaroda.in>

ASSTT. GENERAL MANAGER
(FM & SECURITY)
H.O. BARODA BHAVAN, VADODARA



TENDER NOTICE

Part II

Bank of Baroda invites Sealed and superscribed tenders in two separate covers (Pre-qualification Bid and Price Bid) from the Caterers/Contractors for the staff canteen at 24th Floor, GIFT ONE Tower, GIFT City, Gandhinagar, Gujarat:

Particulars	Details
No. of Employees	800 nos. (approx)
Kitchen Facility	Available
Earnest Money Deposit.	Rs. 62000/-
Security Deposit	Rs. 3,10,000/-
Period	24 Months*

* EMD/Security Deposit will be paid seperately for different Bids.

The Caterer shall submit Price Bid in cover No. 2 sealed.

- (1) The Bank shall provide necessary space for serving food. Tenderer shall make its own arrangement for cooking as the same is not allowed in the GIFT City premises. The contractor are required to submit the tenders for the above work at Bank of Baroda, 5th Floor, Facilities Management Dept, Baroda Bhavan, Alkapuri, Baroda.
- (2) The contractors may visit and inspect the above premises before submitting the tenders **to satisfy the commercial viability of the tender.**
- (3) **Pre-qualification Bid - terms & conditions:**

The contractors fulfilling the following eligibility criteria as on 31/03/2021

1. Having experience of 5 years or more in running canteen services.
 2. Completed one similar job of annual billing not less than Rs. 50 lacs. or
 3. Completed two similar jobs of annual billing not less than Rs. 31 lacs. or
 4. Completed three similar jobs of annual billing not less than Rs. 25 lacs.
 5. Having annual average turnover of Rs. 19 lacs & above for last three years.
- a) The Contractor should have valid registration under Shops & Establishments Act at Gandhinagar and should have at least 5 year's experience of running canteen in large and reputed establishments / Govt. Offices / Undertakings having more than 350 employees per day.
 - b) The contractor shall submit a Pre-qualification bid as per **Annexure-A** alongwith attested copies of following documents in cover No. 1.
 - i. Registration under Gujarat Shops & Establishments Act of Gandhinagar Municipal Corporation



- ii. Income Tax Clearance Certificate
 - iii. E.S.I.C. Registration.
 - iv. Provident Fund Registration
 - v. Valid license from Government of Gujarat under the contract Labour (Regulation & Abolition) Act 1970 and any amendments if any.
 - vi. Valid license for Prevention of Food Adulteration Act/ Food Safety and Standards Act, as per Gujarat State if applicable.
 - vii. Experience Certificate of Five years.
 - viii. Valid GST No.
- (4) Before applying for the tender, tenderers in their own interest shall ascertain and satisfy themselves that they fulfil the above conditions. If the tenderer does not fulfil prequalification terms and conditions, their Price Bid will not be opened. Tenderer may also note that issuance of blank tender document does not mean that the qualifying requirements have been fulfilled.
- (5) Tender Forms & Tender Document can be downloaded from our website <http://www.bankofbaroda.com>. The said tender will be available on Bank's website under "Tender Section". EMD shall be deposited through RTGS/NEFT fund transfer to the designated account and the details shall be submitted with the Pre-qualification bid. The details of which are given as under:-

Account Number: – 02000400000062

Type of Account: - OD Account

Bank Name: - Bank of Baroda.

Branch: - ALKAPURI

IFSC: - BARB0ALKAPU (0- Zero)

No Tender will be considered as responsive which is not accompanied by Earnest Money Deposit (EMD) which should be transferred to above Bank of Baroda Account. **Earnest money in the form of Bank Guarantee/Cheques shall not be accepted.** The tender/bids not accompanied with EMD proof of Transfer will be summarily rejected and their tender will not be opened. In the event of the Tenderer withdrawing his Tender before the expiry of 90 days from the date fixed for receiving the Tenders or such other extended dates as agreed to or if the tender is accepted, the Contractor fails to pay the security deposit as stipulated/or if he fails to commence the work within stipulated time, the Earnest Money will be forfeited. The Earnest Money Deposit will be refunded without any interest to the unsuccessful Tenderers.

The Companies registered with NSIC/MSME/KVIC are exempted from submission of EMD as per the rule of Government of India. Such companies should submit the valid certificate issued by competent authority along with technical bid

The Tender without EMD or valid certificate of NSIC/MSME/KVIC will be summarily be rejected.



Any change in terms & condition, addendum shall be notified only on Bank's website. Bidders are advised to check the website before submission of EMD / commencement of tender process.

A Pre-bid meeting will be held on **29/04/2022 @ 11.00 am** at Bank of Baroda, Baroda Bhavan, 5th Floor, Facilities Management Department, R C Dutt Road, Baroda.

(6) The tenders are required to be submitted in separate covers duly completed and sealed specifically mentioning **as under**:

(A) Cover- I "PREQUALIFICATION BID" along with EMD as per clause No. 4 as per **ANNEXURE – A**

(B) Cover - II "PRICE BID" separately as mentioned in para1 as per **ANNEXURE – B**

"Prequalification Bid" will be opened on **10/05/2022 at 1430 hrs.** in the presence of such tenderers who desire to remain present. On evaluation of the "Prequalification Bid", the "Price Bid" of the eligible tenderers shall be opened on the same day, if possible otherwise on any other convenient day.

(7) Bank reserves the right to postpone/cancel or vary of the terms & conditions of the tender without assigning any reasons thereof. Bank reserves the right to Add/Modify/Delete any of the terms & conditions at its sole discretion.

(8) The Bank reserves the right to reject any or all tenders without assigning any reasons thereof.

(9) In case of any query, please contact:

Cliffton Rodrigues (Manager, NSSC, GIFT City) Contact No: 9624696824

Akash Ranjan (Officer, FM Dept, HO) Contact No: 9523171344

**ASST. GENERAL MANAGER
(FM & SECURITY)
H.O. BARODA BHAVAN, VADODARA**



FORMAT OF APPLICATION FORM (On Letter Head)

From,

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.....

**TO,
THE ASSTT. GENERAL MANAGER
FM & SEC.
BANK OF BARODA
BARODA BHAVAN,
BARODA.**

Dear Sir,

**Re: APPLICATION FOR PROVIDING CANTEEN FACILITY AT BANK OF BARODA, GIFT ONE
TOWER, GIFT CITY, GANDHINAGAR, GUJARAT.**

Ref: Advertisement in Website/Newspaper

We wish to introduce ourselves as catering Agency/Firm/Service Provider/Hotel/Restaurant and request you to consider our application for providing canteen facility. We furnish hereby the required information about our Agency/firm/company/ and business.

S.No.	Particulars	Details
1	Name of the Tenderer/Firm (in full)	
2	Type of Organization (Proprietary /Partnership/Public Ltd. Co) (copies of the registration to be attached)	
3	Name(s) of Directors/Partners (attach separate sheet, if required)	
4	Address of Directors/Partners with Telephone Nos: - office/residence	
5	Name of contact person with designation	

	Mobile No	
	Email ID	
6	Date of commencement of the catering services at present organization.	
7	Annual turnover for the past 3 years (Attach separate sheet) 2018-2019 2019-2020 2020-2021	
8	(a) Registration No. under Shops & Establishments Act at Gandhiagar. (i) As a Catering Contractor, Labour (ii) Co-operative Society Registration (In case of Co-operative Society) (b) GST No. (c) Income Tax No. (d) E.S.I. C. Code No.& FSSAI License No (e) P.F. Code No. (f) License from Government of Gujarat under Section 12(2) of the Contract Labour (Regulations and Abolition) Act, 1970 (g) License under Prevention of Food Adulteration Act of Gujarat State / Food & Standards Act of Gujarat State. (Please attach attested true copies for the above.)	
9	Experience Certificate - whether the contractor has at least 5 years' experience running canteen in reputed Establishment / Government Offices / PSUs, etc. having more than 350 employees.	Yes / No (please attach true copies in support of the same)

10	<p>Tenderer shall submit details of establishment where his contract is operative as under -</p> <p>(a) Full name & postal address of the Establishment</p> <p>(b) Quantum and scope of work</p> <p>(c) Duration of contract with annual turnover</p> <p>(d) Name & rank of the officer-in-charge in of the Establishment with Telephone / Mobile No.</p>	Please attach copy of certificate in support of proof
11	Solvency certificate from Bank	
	Name of Bank	
	Amount	
	Validity	
12	GST No.	
13	PAN No.	
14	Whether any Civil Suit / litigation arisen in contracts executed / being executed during the last 10 years. If yes, please furnish the name of the project, employer, Nature of work, Contract value, work order and brief details of litigation. Give name of court, place, status of pending litigation.(Attach separate sheet if required)	
15	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted	
16	Have you ever been disqualified / Blacklisted or levied penalty by the Company/Bank in past for non-fulfillment of the contractual obligations. If yes, please provide details in brief.	
17	EMD Details	<p>UTR / Trans ID :</p> <p>Date:</p>



DECLARATION OF THE APPLICANT

We hereby confirm that the information furnished herein above is true & to the best of our knowledge and belief. If any information is found incorrect or false we may be debarred from the tender process / being awarded the contract. You are free to call for confidential opinion from any one of our clients as also from our Banker as you deem fit. We also certify that, we have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

Authorized signatory:

Name:

Place:

Date:



INSTRUCTIONS TO TENDERERS

1. Sealed and superscribed tenders are invited from the reputed and resourceful catering contractors having sufficient experience of running the canteen in large and reputed establishments / Govt. Offices / undertakings having more than 350 employees for running the canteen at the Bank's Office premises at 24th Floor, GIFT ONE TOWER, GIFT City, Gandhinagar, Gujarat.
2. Tenderers will have to pay Earnest Money Deposit as mentioned above along with the tender. Tenders submitted without earnest money are liable to be rejected. No interest is payable on EMD amount. While the amount deposited by the unsuccessful bidders would be refunded within -30- days after identification of suitable catering agency/(ies) is / are finalized.
3. The successful tenderer shall pay the prescribed Security Deposit as mentioned above within 10 days after the acceptance of his tender. The security deposit should be valid for 60 days beyond the date of completion of all contractual obligations. **Security Deposit of Rs. 3,10,000/- (Rupees Three Lakh Ten Thousand only)** is to be paid by NEFT/RTGS(Bank account details mentioned in Tender notice). The Earnest Money Deposit (of Rs. 62,000/-) will be adjusted against Security Deposit.
4. The successful tenderer will also have to execute an Agreement with the Bank, in Bank's standard proforma (**Annexure-D**). The expenses towards executing the agreement like stamp duty etc. shall be borne by the contractor. **Till the execution of the formal agreement, the terms and conditions stipulated in tender form, Bank standard proforma & Draft Agreement and allotment letter (if any) will be binding agreement between the contractor and the Bank.**
5. Failure to furnish the prescribed Security Deposit or to execute the agreement within the period specified in Clause No. 3 above shall entail forfeiture of the E.M.D and/or the cancellation of the contract without further notice.
6. Tenderer must return the form of tender with schedules duly sealed and signed. Any tender not bearing seal and signature of the contractor on all pages and the documents accompanying the tender is liable to be rejected.
7. Tenders which do not fulfil all or any of the above conditions or incomplete in any respect are liable to be summarily rejected.
The tenderer is expected to visit the premises and see for himself the kitchen accessories installed, furniture etc., before submitting the tender.
8. The submission of a tender implies that the tenderer has read these instructions, the conditions of contract etc. and has made himself aware of the scope, local conditions and other factors having bearing on running the canteen and satisfied the commercial viability of the canteen.



9. The bank will not, however, after acceptance of contract rates, allow the contractor to increase the rates of any items for a period of 24 (twenty four) months, in case the contractor is found later as to have misjudged himself.
10. The contractor/firm must arrange for all transport of his materials and include all such cost in the rates quoted by him.
11. The tenderer should furnish along with the tender information regarding the catering services rendered by him/them in any other organization /firm and submit copies of certificates in proof thereof.
12. The rates quoted shall be exclusive of all taxes, if any, and shall be operative for two years from the date of starting of contract and shall not be permitted to change during contract period of first one year plus additional one year if the contract is renewed.
13. a) The canteen premises or any part thereof shall not be sublet.
b) The contracts based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith, If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the bank and the caterer in connection with or arising out of the contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration of the Asstt. General Manager (NSSC GIFT), who shall give written award of her decision to the caterer. The decision of the Asstt. General Manager will be final and binding. In Case of failure of arbitration process all disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Gandhinagar and only courts in Gandhinagar shall have jurisdiction to determine the same
14. The bank or their officer who accepts the tender, shall have the right of rejecting all or any of the tenders and will neither be bound to accept the lowest tender nor assign any reason, whatsoever, for the rejection of any or all tenders.
15. Tenders shall remain open for acceptance subject to the provisions of Clause No. 14 above for a period of 21 days from the date of opening or any other extended date for their receipt and during this period, no tenderer shall be allowed to withdraw his tender. Any such withdrawal during the said period will entail forfeiture of the Earnest Money Deposit of the tenderer.
16. The tenders in which any of the particulars and prescribed information are missing or incomplete in any respect or the prescribed conditions are not fulfilled are liable to be rejected. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable to be rejected. Tenders containing uncalled for remarks or any additional conditions are also liable to be rejected.



17. Further information required, if any, can be had from the Asstt. General Manager (NSSC GIFT) of the Bank.
18. No tender will be considered unless it is accompanied by Income Tax clearance certificate issued by the Competent Authority in favour of tenderer and other proofs mentioned under Para No. 3 (b) here-in-above at Page No.4.
19. These instructions to tenderers shall also form part of the contract.
20. Special attention is invited to the requirements that all corrections must be initiated with date by the tenderers and the pages should bear the full signature of the contractor at the foot of each page including the rubber stamp of this firm.
21. Contractor shall ensure that peace and order is maintained in the canteen and if peace and order in the canteen is disturbed due to lapse on the part of the contractor, a penalty of Rs. 1000/- per occasion for such lapse leading to disturbance of peace/order may be imposed by the Bank.
22. If the Bank finds that the Contractor is misusing the facilities provided by the Bank for running the canteen for any other purpose not covered under the contract, the Bank will be free to levy penalty which may extend to Rs. 5000/- or more per occasion.
23. If, on inspection, it is found that that the quantity / quality of meals/snacks served is not as per the norms laid down by Bank, a penalty upto Rs. 1000/- per occasion may be imposed by the Bank for every such occasion and/or eventuality.
24. The duly authorized Officer of the Bank 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.
25. The rates of food items shall not be allowed to change from the rates of food items offered in the tender for a period of 24 months. Contractor to comply with hygiene norms prescribed by the concerned authorities of Government / Local Bodies. It is also implied that contractor will ensure hiring healthy employees who are free from contagious diseases. Failure to comply with the laid down instructions will draw a penalty of Rs. 10,000/- per occasion which will be indicated at the time of signing the contract.



SPECIAL CONDITIONS OF CONTRACT

Part - I

1.0 Introduction

- 1.1 Bank of Baroda is a Nationalized Bank having its Office at GIFT ONE Tower, GIFT City, Gandhinagar, Gujarat.
- 1.2 Well-equipped canteen for serving is provided at office premises.
- 1.3 The sitting arrangements are made in the canteen. The lunch hours are 12.30 hrs. to 14.30 hrs. The breakfast timings are 8.45 a.m. to 10.30 a.m. The canteen will remain open upto 7.30 p.m. Some offices operates 24*7. **Further, canteen will have to open in exigencies, as per directions of the Corporate Office. Also the mentioned timings are variable, change in timing would be initiated with advance notice.**
- 1.4 Tea, Coffee, Snacks and Lunch are to be served to the staff members in the canteen. No eatables are allowed to be served in the work area.
- 1.5 Drinking water shall be served by the contractor on the tables in the canteen without any additional Cost.
- 1.6 Canteen services shall be also made available on Holidays, if required, at the same rates.

2.0 Definition of Terms:

- 2.1 The “Bank” means “Bank of Baroda”
- 2.2 “Contractor” means the person or persons, firm or company or Co-operative Society whose tender has been accepted and contract has been awarded by the Bank and include the contractor/s legal heirs, his successor and permitted assignee.
- 2.3 “Authorised Representative” means the person/s designated as such by the Bank and include the persons who are expressly authorised by the Bank to act for and on their behalf for operation of the contract / inspection of the canteen.
- 2.4 “Contract” means if there is formal agreement, that agreement, the terms and conditions of the tender, the rates of items signed and submitted by the contractor to the Bank and accepted by the Bank in writing and also any subsequent documents agreed between the Bank and the contractor after the opening of the tender.
- 2.5 Words imputing persons include firm and corporations, words imputing the singular only, include the plural and vice versa, where the context so required.

3.0 **Scope of work:**

The work covered by this tender shall be for:

- Running the canteen at the Bank's Office Premises at 24th Floor, GIFT ONE Tower, GIFT City, Gandhinagar, Gujarat.
- Proper up keeping of all furniture and equipment provided in the canteen by Bank.
- Cleaning of water cooler once per week.

4.0 **Space:**

4.1 Bank shall provide necessary space to serving food. Contractor shall make its own arrangement for cooking as the same is not allowed in the GIFT City premises.

4.2 The space given to the contractor will not create or deem to create any right to the contractor in the premises given to him, for operating the canteen either as a tenant, lessee or licensee or retainer or occupier or otherwise and the contractor agrees that he will not claim any right as a tenant, lessee or licensee or retainer or occupier or otherwise of the premises in which the Canteen is operated. Further, the contractor agrees that he will immediately vacate the premises on termination of contract as mentioned hereinabove. Contractor and his employees shall not stay at Bank's premises after closing hours.

5.0 Crockery for serving will also be provided by the Bank at no charge basis. The contractor shall have no rights on these in any capacity and shall use and handle them with utmost care and diligence.

The furniture such as tables, chairs, water cooler etc. are provided free of cost. The inventory of such articles shall be signed by contractor as conclusive proof of having received these articles from the Bank. The contractor shall provide the replacement of these articles at his own cost for loss or misplacement from time to time and he shall return all the articles mentioned in inventory in good condition at the time of termination of the contract without any demure or delay.

The Bank shall arrange to provide crockery (cup & saucer) of good quality and the contractor shall ensure that tea, coffee is served / supplied in clean and good condition crockery on all the floors as well as in the canteen.

The contractor shall take utmost care and diligence to preserve the equipment's / facilities provided by the Bank in good and working condition.

6.0 **Electricity:**

The Bank will make arrangement for electricity in the canteen premises.

7.0 Food:

The Definition of " Food" will be same as provided under the Food Safety and Standards Act, 2006. Further, any related words as provided under the Act will be form part and parcel of the Document.

The contractor shall have to make his own arrangement at his own cost for raw materials, utensils, cooking fuel, serving at Bank's offices at GIFT ONE Tower, GIFT City etc. and working capital for preparation of food and pay the remuneration to his own employees and bear the incidental costs in conduct of the canteen and shall not be entitled to any reimbursement on that account by the Bank.

The contractor shall at his own cost maintain adequate stocks of quality food grains, grocery and other eatables for the satisfaction and efficient running of the canteen. The contractor shall maintain adequate crockery and cutlery of china clay / melamine of good quality for service to the employees. Proper water glasses will be used for serving water. These items will be approved by the canteen management committee before operationalisation of the contract.

8.0 In the event of shortage of water supply, the contractor has to make proper arrangement for storing water in sufficient quantity for drinking and washing purpose at his own cost and follow the instructions of Bank.

9.0 If the Bank or its representative is not satisfied with the service or conduct or cleanliness of any of the employees of the contractor for any reason, whatsoever, the contractor shall remove such employees from the Bank's premises immediately. A verbal instruction from the authorized representative {Asstt. General Manager (NSSC GIFT)} shall be deemed to be sufficient for compliance.

10.0 Quality, Quantity and Menu

The Bank will not pay any subsidy. The rates for tea, coffee, snacks etc. may be quoted in (Annexure B).

The quality and quantity of food stuffs to be supplied in the said premises, the arrangement of Menu, timings of meals in the said premises and such other matters pertaining to supply, shall be fixed from time to time by the Bank.

All preparation shall be made from the best quality of materials and quantity shall be as indicated in the items / rate **Annexure-C** only approved food items will be prepared. Approved list will be displayed on the notice board of the canteen.

It will be the responsibility of the contractor to maintain the standard of quality, hygiene and quantity of food - stuffs and other items and to provide efficient and satisfactory supply and services in accordance with the Bank's requirement from time to time and the contractor shall comply with all directions given in this behalf by the



Bank from time to time. The rates of food items shall not be allowed to change from the rates of food items offered in the tender for a period of 24 months. Contractor to comply with hygiene norms prescribed by the concerned authorities of Government / Local Bodies. It is also implied that contractor will ensure hiring healthy employees who are free from contagious diseases. Failure to comply with the laid down instructions will draw a penalty of Rs. 10,000/- which will be indicated at the time of signing the contract.

- 11.0 Both veg and Non-veg. items shall be served in the canteen. However, Veg Food as well as Non-Veg. shall be prepared in separate utensils and at most care shall be taken by the contractor to ensure that separate utensils are utilized and they do not get mixed up. Contractor shall ensure to provide Non-Veg food for minimum Two days per week.

Meat like beef, pork or any other items which may hurt the religious sentiments of any community shall not be brought or served. Notwithstanding anything contained herein, the bank may terminate the agreement without notice if there is even a single instance of violation in this regard, the caterer shall not be entitled to any compensation.

- 12.0 The rates of food items shall be uniform for all i.e. Bank's regular Staff, trainees, apprentices and bonafide visitors and no unauthorised person will be served with food items prepared in the canteen. Prepared food shall not be permitted to be taken outside the Bank's premises except with the specific authorisation by the Bank.
- 13.0 Any new item other than approved menu can only be introduced after the price / quality / quantity is fixed in consultation with canteen management committee such charges will be displayed on the notice board duly authenticated by the authorised representative of the Bank.
- 14.0 The contractor shall prepare and offer clean and wholesome preparation in the canteen. The victuals (preparations) shall be liable to periodical inspection by the medical inspector or the Municipal Corporation or Bank's representative/canteen committee members or any such statutory authority who may reject or prohibit the supply of any preparations that may be considered unsuitable, unwholesome or unfit for human consumption and on such rejections or prohibitions, the contractor shall immediately remove such items of preparation and replace them with acceptable qualities of victuals in the canteen and meet normal demand of the staff during the working hours of the Bank.
- 15.0 The canteen premises shall be cleaned and washed regularly with **disinfectants by the contractor at his own cost.** The victuals in the canteen shall be covered under **fly proof and rat proof receptacles which shall always remain functional and shall be replaced from time to time whenever required as directed by the Bank.**

16.0 **Staff.**

- 16.1 The contractor shall engage a Competent Manager or himself supervise the running of the canteen and shall normally be available to the representative of the Bank as and when required. The contractor shall not permit the use of canteen by any other person by subletting, leave the running of the canteen on any other basis or any purpose whatsoever and he shall run the canteen in conformity with the terms and conditions of the agreement.
- 16.2 The contractor shall keep adequate number of well experienced and trained staff to ensure satisfactory services at the stipulated timings for providing tea /coffee on each floor and snacks/lunch services in the canteen premises as per the requirement of the Bank.
- 16.3 The contractor shall engage adequate number of employees in the canteen so as to render effective service to the staff of Bank (normally taking advantage of the canteen).
- 16.4 The contractor shall ensure that all the time, persons appointed by them, to serve in the said premises are physically fit and are free from any disease, injury or illness contagious or otherwise so that healthy, hygienic and clean services are maintained. The canteen staff appointed by the contractor should wear clean and neat uniform while on duty at all times. If any staff fails to wear such uniform, he shall be liable to be denied permission to enter the Bank / canteen / to serve. The contractor shall run the canteen themselves and shall take all precautionary measures to ensure safety of the workmen employed by it and bank will not be responsible in case of any eventuality.
- 16.5 The contractor must ensure the staffs employed are medically examined by Registered Medical Practitioner at their own cost before engagement. Thereafter, the contractor will have to ensure that their staff are medically examined by Registered Medical Practitioner at every six months. Medical record card in respect of all staff will be maintained and presented when asked for by the authorised representative of the Bank.
- 16.6 The contractor shall ensure that the person or persons appointed or to be appointed by them for service in the said premises do not suffer from any legal disqualification for service by reason of his age or any law or statute in force from time to time or for any other reasons whatsoever. The contractor will also inform the Bank well in advance, his intention of appointing a new person in the canteen.
- 16.7 If the Bank is not satisfied with the services or conduct of any of the employee of the contractor for any reason whatsoever, the contractor shall remove such employee from the Bank's premises immediately.



- 16.8 All staff employed by the contractor shall be the contractor's employees for all intents and purposes.
- 16.9 The contractor shall be responsible for his employees' mischief, including malpractices or deliberately damaging Bank's machinery / property and involvement in any criminal offences.
- 16.10 The employees of the contractor shall be liable to be searched by the Bank's security guards or any other officer of the Bank and shall have to strictly observe the Bank's direction relating to cleanliness, wearing of identification badges etc.
- 16.11 The contractor's workmen shall wear clean uniforms while on duty at all times. The contractor shall provide at least 2 sets of uniforms (Colour of the uniform shall be approved by the Bank). The workers / staff employed should wear color code uniforms, pants, shirt, shoes, cap, gloves, where ever it is required for male and suit / saris, aprons, cap, safety gloves etc. for lady staff. Any indecent behavior / suspicious activities of the Staff employed shall be viewed seriously and a suitable action and /or penalty shall be levied on the service provider. The contractor has to submit the list of workers with photo ID, education qualification, address proof etc. and police verification report of the staff before deploying them.
- 16.12 The contractor shall depute at least one Canteen staff at each floor. Minimum four members should be deputed for serving during Peak Hours. The Peak Hours for Breakfast is 8.30 AM to 10.00AM and for Lunch is 12.30 PM to 2.30 P.M or any **time directed by the Management of the Bank**. Further, one Canteen Staff should be deputed for cleaning in Canteen Premises and one Canteen staff should for serving water. Any deficiency in services due to deployment of insufficient personnel shall lead to penal action. A dedicated manager with supporting personnel shall be deployed at Executive canteen which shall not be deputed for any other work of staff canteen.
- 16.13. All canteen staff should wear color code uniforms, pants, shirt, shoes, cap, gloves, where ever it is required for male and suit / saris, aprons, cap, safety gloves etc. for lady staff during serving.
- 16.14. a) The contractor / Agency shall be solely responsible for full compliance with the provisions of the "sexual Harassment of Women at work place (prevention Prohibition and Redressal) Act 2013". In case of any complaint of sexual harassment against its employees within the premises of the bank, the complaint will be filled before the Regional complaint committee constituted by the contractor / Agency and the contractor / Agency shall ensure appropriate action under the said act in respect to the complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the bank shall be taken cognizance of by the complaints committee constituted by the bank.

c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractors, for instance any monetary relief to bank employee, if sexual violence by the employee of the contractor is proved.

d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues. The contractor shall provide a complete and updated list of its employees who are deployed within the banks premises.

17.0 **Sweeping and Cleaning**

The contractor shall keep the canteen premises including W.C. (Water Closet), Washing place, Windows, doors, dining hall and surroundings in the premises of canteen in hygienic and clean condition. **The kitchen shall be cleaned daily and waste materials shall be disposed off outside the premises at such places identified by GIFT/Local authorities at their own cost. Disposal of waste material shall be responsibility of the identified canteen contractor.** The Bank will not provide any facility towards storing, disposal and transportation of waste materials or shall not provide any facility for the same. The furniture and equipment's also shall be cleaned with detergent and arranged properly. If the cleaning is not done properly, the same work will be carried out by the Bank at the risk and cost of the contractor or levy suitable penalty. Bank will not provide any of the cleaning material required for cleaning purposes. Any indecent behavior / suspicious activities regarding disposal of waste material by the Staff employed shall be viewed seriously and a suitable action and /or penalty shall be levied on the service provider. **The contractor shall keep care of rodent control.**

18.0 First dereliction or dilution may draw only censure. However, in case the first dereliction or dilution is of serious in nature, the Bank is liable to terminate the contract as per clause No. 23 of the Draft Agreement or may impose a penalty as per clause 28 of the Draft Agreement. Till the execution of the Agreement, the terms & conditions mentioned in Draft will continue a binding agreement between Bank of Baroda and Contractor. The Decision of Bank's Canteen Management Committee in this regard will be final and no Objections/Correspondence will be tenable.



GENERAL CONDITIONS

Part - II

1. The contractor shall comply with all the Central, State and Municipal laws and rules affecting commercial canteens and staff engaged by them and pay all such deposits or fees etc. as per statutory requirement to the concerned regulatory authorities.
2. **There will be no employee employer relationship between the persons engaged by the contractor and the Bank.** In the event that the Bank as Principal Employer is required/called upon to pay any amount to the contract labourer in terms of any law in force, the contractor shall be liable to reimburse such amount and any other related expenses / charges / penalties borne by the Bank.
3. The contractor shall comply statutory laws for smooth functioning of the canteen.
4. The contractor shall take all the approval of Local Authority, Health Department / Food permits / Licenses in respect of running the canteen in the name of Bank and deliver all the original documents to the authorised representative of Bank whenever so required. A copy of each document of such approval/permit/license will be submitted to the Bank during the contract period.
5. **Assignment or Subletting of Contract:**

The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the written permission of the Bank. The contractor shall not make use of the premises for any illegal, immoral or unlawful purpose.
6. The contractor will be deemed to have satisfied himself as to the nature of site, local facilities of access and all matters affecting the execution of the contractual obligations. No claim for extra charges consequent or any misunderstanding or otherwise will be allowed.
7. The contractor is required to maintain an appropriate standard of confidentiality. Any disclosures of confidential information (including personal information kept on computer or other media) Made unlawfully outside the proper course of duty will be treated seriously and will attract legal action.
8. The track record of the catering agency should be good and it should not have been involved in any illegal activity, financial frauds or any other frauds. Tenders should be accompanied by a declaration to this effect on the letterhead of the bidders(s). In case the Bank comes to know of any such incidents either during the process or subsequently, the Bank deserves the right to reject the tender or terminate the contract.

9. The purpose of running the canteen is for the use and benefit of Bank's employees for a period of one year. However, contract may be renewed for a further period of one year on the same terms and conditions if mutually agreed by both the parties and if the performance during the contract period is satisfactory. The contractor shall execute an agreement with the Bank to run the canteen for a period of one year and thereafter till the agreement is terminated by either of the parties after giving one calendar month's notice. Also the contract can be terminated any time during contract period by giving one calendar months' notice on either side. However, in the event of any serious complaint received from the staff of the Bank against the contractor or in the opinion of the Bank, it would not be desirable to continue running of the canteen by the contractor or in the opinion of the Bank, the running of the canteen by the contractor is prejudicial to the interest of the Bank, the Bank's decision being final on these points, this contract shall be terminable without notice and without compensation in lieu of the notice and the reasons of whatsoever nature. The contractor shall hand over the entire premises together with furniture, fixtures and all other articles as per the inventory to the Bank's representative. In such event, the Security Deposit paid shall be treated to be forfeited.

In the event of the Contractor suspending or abandoning catering services without giving prior notice to the Bank, without handing over charge of the canteen materials entrusted to him by the Bank, the whole of security deposit 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.

10. **No Compensation for alteration in or restriction of work**

If at any time after the commencement of the contract, the Bank for any reason whatsoever does not require the whole or part of the services as specified in the contract, the authorised representative of the Bank shall give notice in writing of such fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the fulfillment of the contract in full, but he could not derive such profit/benefit in consequence of the full contract having not been carried out, he shall not have any claim for compensation by the reason of any alterations having been made in the original contract.

11. No compensation will be paid by the Bank for any loss suffered by the contractor due to strike, boycott etc. during the course of contract period and/or if any strike is declared or due to any reasons, if employees boycott the canteen facility and if contractor loses the business, no claim will lie against the Bank. The contractor shall have no claim for any payment or compensation whatsoever on account of profit or which he might have derived from the running of canteen during that period.



12. The bid will be evaluated on the basis of parameters given in technical bids and the rates given in the financial bids. The agency/service provider shall, except if and so for as the contract provides otherwise, indemnify the Bank against all losses and claims in respect of:

- Death of or injury to any person or
- Loss or damage to any property

**ASST. GENERAL MANAGER
(FM & SECURITY)
H.O. BARODA BHAVAN, VADODARA**



ANNEXURE-A

PRE-QUALIFICATION BID

TO,

**THE ASSTT. GENERAL MANAGER
FM & SECURITY.
BANK OF BARODA
HEAD OFFICE, BARODA BHAVAN,
VADODARA**

**Re: APPLICATION FOR PROVIDING CANTEEN FACILITY AT BANK OF BARODA, GIFT ONE
TOWER, GIFT CITY, GANDHINAGAR, GUJARAT.**

(1) Having examined the terms and conditions specified in the memorandum herein set out and acquired the requisite information relating thereto as affecting the tender, we hereby offer to run canteen facility at 24th floor, GIFT ONE Tower, Bank of Baroda, GIFT City, Gandhinagar specified in the memorandum while strictly adhering to the terms specified in it. At the rates against various food items mentioned in price bid of the quotations, and in all other respects in accordance with such conditions as may be applicable.

(2) Should this tender be accepted, We hereby agree to abide by and fulfil all the terms and provisions of the said contract annexed hereto in so far as they may be applicable or in default thereof to forfeit and pay to the Bank Of Baroda the amount mentioned in the said conditions.

(3) I / We confirm payment of Earnest Money Deposit in favour of Bank of Baroda by NEFT/RTGS, & enclose herewith the details of transaction.

(4) We enclose herewith all relevant information/details /list of documents (to be submitted in spiral binding only) as per prescribed/Mentioned in the format of Application form.

Signature of the bidder with Seal.

Date:

Place:



ANNEXURE-B

PRICE BID

TO,

**THE ASSTT. GENERAL MANAGER
FM & SECURITY
BANK OF BARODA,
HEAD OFFICE, BARODA BHAVAN,
VADODARA – 390007**

Re: PRICE BID FOR PROVIDING CANTEEN FACILITY AT BANK OF BARODA, 24th Floor, GIFT ONE TOWER, GIFT CITY, GANDHINAGAR, GUJARAT.

Dear Sir,

I/We have carefully read your advertisement on the above subject and agree to the terms and conditions stated therein and hereby quote my/our rates for canteen facility Bank of Baroda, 24th Floor, GIFT ONE Tower, GIFT CITY, Gandhinagar, Gujarat is as under:

Name and Address of the Catering Agency/Firm:

Note:-

1. The Item rates are exclusive of GST. Contractor has to bear cost of GST on cash sales.
2. The quantities (A) of each items are considered to derive total amount and this is for calculations only.
3. Any deficiency in service at Executive canteen due to deployment of insufficient personnel / Manager shall lead to penal action including termination of contract.
4. The bidder shall submit his price bid/offer in INR and payment under this contract shall be made in INR

(Excluding GST)

Sr. No.	Item	Quantity	Nos. (A)	Rates (B)	Amount (AXB)	In Words
A	DRINKS					
1	Tea (per cup)	100 ml	6000			
2	Herbal Tea/Green Tea	100 ml	750			
3	Coffee					
i	Nescafe (per cup)	100 ml	500			
4	Cold Coffee (per Cup)	100 ml	250			

5	Lassi					
i	Sweet Lassi	230 ml	100			
ii	Khara Lassi	230 ml	100			
6	Limbu Sarbat	230 ml	100			
7	Milk Shake	230 ml	100			
8	Mango-Shake	230 ml	100			
9	Rooh-afza	230 ml	100			
	Total of A (DRINKS)					

(Excluding GST)

Sr. No.	Item	Quantity	Nos. (A)	Rates (B)	Amount (AXB)	In Words
B	SNACKS (Packaged Snacks like (biscuits/Chips etc. all FSSA mark)					
1	Batata Wada (with chutney & sambar)	2 pieces (40 gms each)	400			
2	Meduwada (with chutney & sambar)	2 pieces (35 gms each)	200			
3	Sada Dosa	1 piece (100 gms)	125			
4	Idli Sambar & Chutney	2 pieces (60 gms each)	650			
5	Masala Dosa	1 piece (200 gms)	225			
6	Veg. Samosa (with chutney & sauce)	2 pieces (50 gms each)	150			
7	Dahi Vada (total weight including curds 150 gms.)	2 pieces (25 gms each)	200			
8	Bread with Amul Butter	2 slices	175			

9	Veg. Sandwich	1 plate	150			
10	Bread Toast with Butter Amul	1 plate	150			
11	Bhajia	1 plate (80 gms)	100			
12	Egg Sandwich	(1 egg.) + 2 Slices of Bread	150			
13	Usal Pav	Usal + 2 pieces of big size pav	100			
14	Upma	1 plate 100 gms	450			
15	Sada Uttappa (with chutney & sambar)	1 plate, 150 gms	500			
16	Onian Uttappa (with chutney & sambar)	1 plate, 150 gms	450			
17	Misal	1 plate, 100 gms	300			
18	Potato Poha	1 plate, 100 gms	600			
19	Veg. Cutlet (with chutney & sauce)	2 pieces, 100 gms	300			
20	Sabudana Wada/Sweet Kachori (with curd)	2 pieces, 75 gms	150			
	Total of B (SNACKS)					

(Excluding GST)

Sr. No.	Item	Quantity	Nos. (A)	Rates (B)	Amount (AXB)	In Words
C	SWEETS					
1	Gulab Jamun	(One piece) 40 gms	100			
2	Gajar-Halwa	(50 gms).	100			
3	Sheera	(100gm)	100			
	Total of C (SWEETS)					

(Excluding GST)

Sr. No.	Item	Quantity	Nos. (A)	Rates (B)	Amount (AXB)	In Words
D	VEGETARIAN LUNCH ITEMS					
(a)	THALI (VEGETARIAN) (250 gms (rice-dal), 2 - chappatis / 4 puris, two veg. Bhaji, curd, papad & pickle	1 plate	1000			
1	Chapati (Each 40 gms)	1	500			
2	Puri (Each 20 gms)	1	500			
3	Spl. Vegetable	1 plate	500			
4	Dal fry	120 gms	500			
5	Sambhar/Dal	120 gms	450			
6	Curd	100 gms	200			
7	Papad	1	200			
8	Vegetable Dry	75 gms	200			
9	Vegetable Gravy	75 gms	200			
(b)	Rice 250 gms. with Dal	1plate(2 50 gms)	500			

(c)	Veg. Pulav with Curry & papad	1 plate (250 gms)	500			
Total of D (VEG LUNCH ITEMS)						

(Excluding GST)

Sr. No.	Item	Weight	Nos. (A)	Rate (B)	Amount (AXB)	In Words
E	NON VEG ITEMS					
1	Mutton masala (4 pieces)	250 gms	125			
2	Chicken Masala (4 pieces)	250 gms	125			
3	Egg Masala	(one egg)	125			
		(two eggs)	125			
4	Fish Masala	180 gms (1 piece)	125			
5	Chicken Biryani	350 gms (1 plate)	125			
6	Mutton Biryani	350 gms (1 plate)	125			
7	Egg Omlet (Without bread)	Single	400			
		double	400			
Total of E (NON VEG ITEMS)						

(Excluding GST)

Sr. No	Item	Nos. (A)	Rate (B)	Amount (AXB)	In Words
F	SPECIAL ITEMS (VEGETARIAN)				
1	Dahi Rice with vegetables	100			
	Puri Bhaji (4 puris)	100			

2	Chole Bhature/ Paratha (2 pieces)	100			
	Pav Bhaji (2 pieces of big size pav)	100			
3	Veg. Biryani	100			
	Veg. Biryani with raita	100			
4	Veg.Pulav with curry & papad	100			
	Jeera Rice with curry & papad	100			
5	Noodles (300gms) + Veg. Manchurian (4 pieces)	100			
6	Pav Bhaji (2 pieces of big size pav)	100			
	Veg. Manchurian with Fried Rice (4 pieces of Veg. manchurian + 300 gms. Fried Rice)	100			
Total of F (SPECIAL ITEMS (VEGETARIAN))					

(Excluding GST)

Sr. No.	Item	Nos. (A)	Rate (B)	Amount (AXB)	In Words
G	SOUPS				
1	Soup clear/consommé	100			
2	Sweet Corn Soup	100			
3	Chicken Sweet Corn Soup	100			
4	Chinese Hot & Sour	100			
5	Boiled Vegetables	100			
Total of G (SOUPS)					

Sr.No	Weekly Items		Daily Items
1	Monday	Batata Wada ,Idli Sambar	Sada Dosa, Masala Dosa, Bread Butter, Bread Toast, Toasted Veg. Sandwich, Veg. Sandwich, Egg Sandwich,
2	Tuesday	Uttappa, Potato Poha	
3	Wednesday	Veg. Samosa, Upma	
4	Thursday	Bhajia / Dahi Wada / Medu Wada	
5	Friday	Veg. Cutlet, Usal Pav, Misal Pav	
6	Saturday	Punjabi Samosa / Sheera	

Buffet Type Lunch for Executive Canteen (Served / Prepared Separately).

- * The food for Executive to be prepared/cooked separately.
- * The space for Executive canteen is separated from the staff canteen.
- * Special Manager along with additional support to be deputed for the duty during lunch hours.

(Excluding GST)

Sr. No.	Menu For Lunch	Nos. (A)	Rate (B)	Amount (AXB)	
H	Buffet Type Lunch for Executive Canteen Veg				
1	Soup	100			
2	Vegetable Dishes (two)				
4	Rice Pulav and/or Plain rice (Both Basmati)				
5	Dahi				
6	Salad				
7	Dal				
8	Chapati/Paratha/Puri				
9	Papad				
10	Fruits or Fruit Salad				
11	Sweet				
	Total of H (Buffet Type Lunch for Executive Canteen Veg)				

(Excluding GST)

Sr. No.	Menu For Lunch	Nos. (A)	Rate (B)	Amount (AXB)	In Words
I	Buffet Type Lunch for Executive Canteen Non Veg				
1	Soup	100			
2	Vegetable Dishes (two)				
3	Non-Veg Dishes (one)				
4	Rice Pulav and/or Plain rice (Both Basmati)				
5	Dahi				
6	Salad				
7	Dal				
8	Chapati/Paratha/Puri				
9	Papad				
10	Fruits or Fruit Salad				
11	Sweet				
	Total of I (Buffet Type Lunch for Executive Canteen Non Veg)				

Total Amount

(Excluding GST)

S.No	Particulars	Total Amount	Amount in Words
A	Total for DRINKS		
B	Total for SNACKS		
C	Total for SWEETS		
D	Total for VEG LUNCH ITEMS		
E	Total for NON VEG ITEMS		
F	Total for SPECIAL ITEMS		
G	Total for SOUPS		
H	Total for BUFFET TYPE LUNCH VEG		
I	Total for BUFFET TYPE LUNCH NON VEG		
#	GRAND TOTAL		

NOTE: The quantity mentioned is only for calculation purpose for arrival of L-1 Bidder. The rate quoted shall be payable as per actual supply.

Signature of the Authorized signatory (With Seal)

Name of the Agency/Firm:

Place:

Date:

Address:

Annexure C

List of quality / make of some of the ingredients to be used by the Contractor for preparation of food etc.

Sr. No	Kind of Ingredients	Quality
1	Cooking Oil	Gemini, Sunlight, Saffola, Fortune.
2	Sugar	'C' Grade.
3	Spices	Everest, MDH, Catch.
4	All Provision/ grocery	A-1 quality.
5	Mutton	Full dressed male goat. Each goat weighing 6-10 Kg. approx...
6	Chicken	Broiler weighing 800 gms each approx...
7	Milk	Amul. Whole milk (Mawa 200-250 gms per liter)
8	Egg	'A' Quality (Big Size).
9	Vegetables	All fresh green seasonal vegetables of good quality.
10	Papad	Lijjat/Ganesh/Hira/ Mother's Recipe.
11	Pickles	Bedekar/ Swad/ Mother's Recipe / Hira/ Tops.
12	Tea	Brooke Bond / Taj mahal / Tata Tea / Girnar.
13	Coffee	Nestle / Nescafe/ Bru.
14	Fish	Pomfret / Surmai / Halwa / Bangda / Ghol / Prawns of good quality.
15	Other ingredients	A-1 quality.
16	Ghee	Gowardhan, Amul.
17	Wheat Flour	Aashirwaad/Pillsbury.
18	Rice (Basmati)	Daawat/ India Gate/ Amira.
19	Curd	Amul/Gowardhan.
20	Other Dairy products	A-1 quality.

NOTE: All the raw materials other than above shall be of best quality and same will be watched strictly.

- (i). The Contractor shall charge Coconut Chutney and Sambhar as a part of price (ii). Sauce may be served at no extra cost.

- (iii) **Quality Control:** If the quality of an eatable prepared in a canteen is found to be sub-standard by any of the inspection authorities or beneficiaries, the whole quantity of that eatable will be destroyed and penalty will be imposed as per penalty clause mentioned in the agreement and suitable disciplinary action will be initiated against the defaulting canteen contractor/employees. Repeated penalties will result into the termination of the contract.
- (iv) **Quantity Control:** If the weight of an individual piece prepared eatable is lesser or if lesser quantity of raw-material has been used than the reasonably prescribed limit by the Managing Committee/Bank, penalty will be imposed as per penalty clause mentioned in the agreement and suitable disciplinary action will be initiated against the defaulting canteen contractor/employees. Repeated penalties will result into the termination of the contract.
-



ANNEXURE D
DRAFT AGREEMENT

This AGREEMENT is made at _____ the _____ day _____ between Bank of Baroda a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 having its Corporate Office at,, Bandra Kurla Complex, Bandra East Mumbai 400 051 _____ (herein after referred to as the Bank which expression shall mean and include its successors and assigns) ON THE ONE PART AND _____ a partnership firm having its Office at _____ with Shri _____ resident of _____ and Shri _____ resident of _____ as partners (hereinafter referred to as Contractor which expression shall mean and include the partners of the firm for the time being, their survivors or survivor, their respective legal heirs, executors and administrators) OF THE OTHER PART.

The premises situated as WHEREAS:

- c) The Bank having its Office at building s known as: BANK OF BARODA, 24th Floor, GIFT ONE TOWER, GIFT CITY, GANDHINAGAR, GUJARAT

The premises mentioned as above, herein after called "Premises".

- d) The Bank desires to provide as a welfare measure, canteen facilities to its employees at the said "premises". That the said premises shall exclusively belong to Bank of Baroda, without creating any right, title or interest of whatsoever nature in the said premises in favour of
- e) In response to tender for award of canteen contract, the Contractor have applied and represented to the Bank that they are in the business of running canteens of various companies and that they can run and provide canteen facilities at the said "premises".
- f) The Bank has permitted the Contractor to run and maintain canteen at the said premises and to provide catering services for the use of the employees including the officers of the Bank on the terms and conditions set out in the agreement **executed onand tender documents floated by Bank as per notification dated** **The terms and conditions of the tender will construe the part and parcel of this agreement.**

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. This agreement shall come into effect from _____ and shall remain in force for a period of _____ month's viz. up to _____. This agreement may be renewed thereafter for such period and on such terms and conditions as mutually agreed.

2. The Contractor shall supply food, meals, tea, coffee and snacks as may be required by the Bank at the said Canteen. The food items to be supplied by the Contractor shall be mentioned in Annexure-I, which shall form part and parcel of this agreement. The Contractor shall supply items of food, meals, Tea, Coffee and other beverages and snacks only to employees and officers of the Bank and such other persons as may be authorised by the Bank.
3. All materials required by the Contractor for preparation of food, meals, Tea, Coffee, other beverages and snacks etc. will be procured by the Contractor at their cost.
4. The contractor shall charge in respect of items such as tea, food, meals, coffee, other beverages and snacks etc. at the rates as mentioned in Annexure -I attached hereto. The charges shall remain in force till expiry of this agreement i.e._____. The Bank may consider revision in charges if the Contractor establishes to the satisfaction of the Bank that there has been unusual/unexpected rise in cost of materials like food grains, vegetables, fuels etc. However, the decision of the Bank shall be final.

This contract shall remain in force upto 03(Three) months from the date of expiry of this agreement or till fresh arrangement for running the canteen is made, whichever is earlier.

5. The Bank shall have the right to reject such articles of prepared food, meals, tea, and snacks etc., which in the opinion of the Bank are not of proper and standard quality. The decision of the bank in this regard shall be final. The Contractor shall ensure that the products conform to the standards required by the Health Department of the Municipality and the Government and further ensure that the said products are prepared up to the **standards prescribed by the Food and Standard & Safety Act, 2006 and the rules framed thereunder.**
6. It will be the responsibility of the Contractor to store materials purchased in neat, tidy and hygienic manner. Any negligence on the part of him or his employees shall be viewed seriously and may lead to termination of this contract by the Bank.
7. The Contractor shall be responsible for maintaining and keeping the premises, equipment's and other facilities allocated dining room and/or permitted by the Bank to be used by them in neat and hygienic condition. The Bank shall have the right to inspect such premises and facilities and may call upon the Caterer to maintain the facilities in a neat and clean manner to its satisfaction. Cleaning of dining rooms will have to be done after completion and prior to meal period as may be stipulated. Floor to be mopped with phenol water and detergents daily, dried and cleaned thereafter. Cleaning of crockery/cutlery after Lunch/Dinner/Break-fast/Teas and snacks will also be done with approved cleaning agents.
8. The Bank shall provide without any charge to the Contractor electricity and water required for providing food meals, tea, coffee, snacks etc. at the Canteen. The Bank



shall at its discretion make available to the Contractor furniture, utensils, linen, equipment's and other requirements to be used at Canteen. The Contractor shall make good the loss or pay for such replacement or repairs as the case may be.

9. The Contractor shall be responsible for the care of items of furniture, utensils, linen and other equipment entrusted to them and shall handover the same in good condition (reasonable wear and tear expected) to the Bank as and when required by the Bank or on the termination or earlier determination of this agreement. The Contractor shall not remove any of the above articles or equipment's outside the Bank without permission.
10. The Contractor shall provide at their own cost and expenses sufficient numbers of experienced and competent staff such as Managers, Supervisors, Store/ Accounts/ Coupons/Tally Clerks, Cooks, Waiters, Vendors, Attendants, Hamals, Cleaners/Helpers etc. as may be reasonably required in the opinion of the Bank for fulfillment of the contractual obligations under the agreement.
11. **The Contractor will visit the establishment at least once a week and contact the Bank's authorised Representatives.**
12. The Contractor will have to provide the Bank with a list of employees' category-wise working in the Canteen and also their emoluments for the purpose of verification. The Caterer shall also be required to intimate changes in rates, if any, from time to time.
13. All personnel employed by the Contractor shall be medically fit for handling food and certified for fitness before employment and every six months thereafter by a Registered Medical Practitioner at the cost of Contractor. The Contractor to provide medical fitness certificates of all employees employed by them to the Bank. Medical Advisor prior to start to the current contract and thereafter as specified. The Bank Medical Advisor's decision in regard to the fitness of the Caterer's employees will be final and binding.
14. 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 authorised. Any unauthorised 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.
15. The premises / space provided by the Bank to the Contractor for the purpose of operating the Canteen shall be used by the Contractor only for the purpose of operating Canteen solely for the use of Bank employees and officers and for no other purpose whatsoever. Bank shall provide necessary space for running the canteen.



16. The Contractor shall provide at their own cost uniform to their employees working in the Bank premises and shall ensure that such uniforms are always worn neat by the employees.
17. **There will be no employee employer relationship between the persons engaged by the contractor and the Bank.** In the event that the Bank as Principal Employer is required/called upon to pay any amount to the contract labourer in terms of any law in force, the contractor shall be liable to reimburse such amount and any other related expenses / charges / penalties borne by the Bank.
18. All the personnel engaged by the Contractor shall wholly and purely be in the employment of the Contractor and no claim of individual/collective nature on Bank's employment by any of the employees or claim of any nature on the Bank shall be tenable. The Contractor shall at all times keep the Bank fully and effectively indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims and demand in any way arising out of or during the course of anything done or committed/omitted to be done by the Contractor including the demand which the Contractor's employees individually/through their Unions may have raised against the Bank arising out of this agreement or as a result of the termination therefor or earlier determination of the Contract.
19. The Contractor shall obtain necessary license from the local or public authorities for running the canteen. The Contractor shall be wholly responsible for payment of any and all taxes under the existing or future Laws, Acts, Rules and Orders, Notifications etc. issued by the Central or State Government or nay other local authority.
20. **That Bank of Baroda reserves the right for deduction of Bank of Baroda dues (if any) from Licensee's Interest Free Security Deposit/ performance security on the following grounds: -**
- Any penalty imposed by Bank of Baroda for violation of any terms and conditions of Agreement committed by the Licensee.**
 - Any amount that Bank of Baroda Administration becomes liable to the Government/Third party on behalf of any default of the Licensee or any of his servant/ agent.**
 - Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.**
- Once the amount under this clause is debited, the Licensee shall reimburse the security deposit to the extent the amount is debited within 15 days period failing which it shall be treated as breach of agreement and action shall be taken accordingly**
21. Nothing contained herein shall be construed to create a monthly tenancy or create any such interest in favor of the Caterers' or their partners / representatives / employees in respect of Canteen or the premises used by the Contractor in connection with or for the purpose of this agreement.

22. On termination of this agreement, the Contractor shall discontinue to use and handover vacant and peaceful possession to the Bank of the said Canteen or other premises together with the fixtures, equipment's and articles in good condition.
23. In the event of the Contractor committing breach of any of the terms and conditions of this agreement, the Bank shall be entitled, subject to other rights, measures and remedies available to it under this agreement to terminate this Agreement immediately without notice and without assigning any reasons. Immediately upon the termination of this agreement as per this clause the other terms and conditions relating to termination of this agreement shall apply.
24. At any time during the quarterly review, if the food is not found upto the specified quality / quantity and / or not found to be hygienic, the Bank shall have the right to terminate this contract by giving one month's notice in writing to the contractor without assigning any reason during the period of this agreement. Further the bank reserve the right to review the price bid of the food item.
25. The contractor has read and understood all the terms and conditions mentioned in the tender document and undertakes to abide by the same.
26. Bank will hold a quarterly review with the Contractor to review the quality and standard of the food and any issue with the permission of the Committee.
27. The Contractor shall not transfer or assign or share benefit of this agreement without consent, in writing of the Bank.
28. **Penalty Clauses**

Bank of Baroda (Licensor) reserves the right to terminate and to impose the penalty on Contractor/Licensee varying from Rs.5,000/- up to 10,000/- on the following offence:-

28.1	Any staff of Contractor/ Licensee found in drunken condition/indulging in bad conduct.
28.2	Improper maintenance & defacement Bank of Baroda PROPERTY.
28.3	Misbehavior with staff and customers of Bank of Baroda.
28.4	Not following safety and security norms as may be indicated by authorized representative of Bank of Baroda & as prescribed different as applicable for Food like wise : Food Safety and Standard Act, 2006.
28.5	Any insects, worms of any ingredient other than use for food, found inside the prepared food will be Subject to penalty. On repeated penalty for two time, Bank reserve right to terminate the agreement by calling explanation of seven days.
28.6	Any unhygienic condition observed while preparation/serving of food by any

	surprise checks by Authorised official.
28.7	Any staff of the Licensee found without uniform and ID Card and /or found creating nuisance on duty.
28.8	Contractors and his employees staying at Bank's premises after closing hours (The competent authority may increase the same in the multiples of Rs. 1000/-).
28.9	Non-submission of police verification of canteen staff, within two months from the date of contract, the competent authority direct the contractor to remove the canteen staff with immediate effect.
28.10	Canteen staff suffering from Contagious Diseases & working in the premises of Canteen without police verifications.
28.11	Same utensils used for preparing and serving non-vegetarian food.
28.12	Failure on Quality and Quantity Control of Food.
28.13	Non-compliance of Clause No. 16.12 & 16.13 mentioned in Special Conditions of Contract (Part-I).
28.14	Not following the instructions issued by Bank of Baroda authorities from time to time.
28.15	Non Compliance of Rates.

In addition to the above, if there is repeated penalties imposed (more than twice), an explanation will be sought from the contractor and the same shall be replied within seven days from the date of issuance of letter. On non-satisfaction of the reply, the Competent Authority/Management of Bank will terminate the contract.

29. LIST OF USAGES BANNED

- 1). Any product/service the sale of which is unlawful/illegal or deemed unlawful under any Indian Act or legislation.
- 2). Any product the storage and sale of which may lead to or be considered as a fire hazard ,such as fire crackers, industrial explosive, chemicals etc.
- 3). Storage and Sale of liquor and alcohol based drinks or beverages.
- 4). Sale of tobacco and tobacco products.
- 5). Storage and Sale of products wherein the expiry period of use has been expired.

In the event of any mishappening occurred to any STAFF of Bank of Baroda or any CUSTOMER of Bank of Baroda taking service of the CANTEEN, the management of Bank reserves the right to terminate the agreement after issuing notice to the licensee and the licensee have to reply the notice within 07 (seven) working days to the management. Thereafter, the management of Bank will decide and intimate the decision to the licensee IN WITNESS WHEREOF the Bank and the Contractor have put their respective hands on seals the day and year first herein above written.
