



Tender For Award Of Canteen Contract - For Bank Of Baroda, Apex Academy, Gandhinagar, Gujarat.



TENDER FOR AWARD OF CANTEEN CONTRACT - FOR BANK OF BARODA, APEX ACADEMY, GANDHINAGAR, GUJARAT

TENDER SUBMITTED BY: M/S.

**BANK OF BARODA,
APEX ACADEMY, GH-4, NEAR UDHYOG BHAVAN,
SECTOR 11, GANDHINAGAR-382011, GUJARAT**

Document Reference No: 2022-23/1

Date : 25/08/2022

Bank of Baroda

BARODA APEX ACADEMY, SECTOR-11 GANDHINAGAR 382011

TENDER FOR AWARD OF CANTEEN CONTRACT FOR BARODA APEX ACADEMY, GANDHINAGAR, GUJARAT.

Sealed tenders under two bid systems (Technical and Commercial Bid / Price Bid) are invited from reputed caterers / contractors having experience of 15 years or more with satisfactory record for running Canteen / Mess in any Public Sector Bank /Public Sector Units/ Public Ltd. Company catering to about 100 to 150 persons per day. Preference will be given to those bidders who have experience of running Training Institute canteen of Public Sector Banks. Liberal establishment facilities will be provided by the Management like premises and furniture only. The contractor's main responsibilities will be supplying food materials, labour, compliance of statutory requirements and providing efficient service.

DESCRIPTION OF THE CONTRACT

| | |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Tender No. | : 2022-23/ 1. |
| EMD | : Rs. 60,000/- |
| Security deposit | : Rs. 3,00,000/- |
| Estimated Turnover per annum | : Rs. 60/- lacs (approx) |
| Period of contract | : Three years from the date of awarding the Contract, subject to yearly review will extend further on basis of performance and services of bidder. |
| Last date / time of closing of tender | : 16.09.2022 at 2.00 p.m |
| Due date of opening of Tender (Technical Bid only) | : 16.09.2022 at 2.30 p.m |
| Date of Pre Bid meeting | : 08.09.2022 at 3.00 p.m |
| Location for Pre Bid meeting | : Bank of Baroda, Apex Academy, Sector – 11, Gandhinagar -382011. |

The bidders should submit both the Technical and Commercial/Price bids alongwith EMD in **separate sealed envelopes** (as detailed hereunder to **The Head, Bank of Baroda, Apex Academy, Sector-11, Gandhinagar-382011** on or before 16.09.2022 latest by 2.00 p.m as under:

Envelope I - Bank of Baroda, Baroda Apex Academy Canteen Tender – Technical Bid

It will contain EMD for for Rs. 60,000/- by way of DD/BC in favor of 'Bank of Baroda' payable at Gandhinagar and all documents mentioned in INDEX duly signed by caterer / contractor.

Envelope II - Bank of Baroda, Baroda Apex Academy Canteen Tender – Commercial Bid

Envelope III- Bank of Baroda, Baroda Apex Academy Canteen Tender – Envelope I + Envelope II

The duly signed tender documents must be accompanied by copies of Sales Tax Registration Certificate, Bank Solvency Certificate indicating financial standing and Experience Certificates in the name of bidder mentioning the names of establishments, including the period where canteens have been / are being run. The contractor should comply with all labour legislations like ESI Act, PF Act, Payment of Wages Act, Factory Act, Shop and Establishment Act, etc. Also major terms & conditions of contract to be read & observed by the bidder carefully to avoid any future complication. The technical bid to be accompanied with all documents shown in INDEX duly signed by authorized representative of caterer / contractor for any doubt and / or clarification, willing bidders can contact to us as Under:



Tender For Award Of Canteen Contract - For Bank Of Baroda, Apex Academy, Gandhinagar, Gujarat.

Chief Manager/ Manager(Office Administration Department)

Ph no.: 079-23973223/23973244

E mail: sc.ahmedabad@bankofbaroda.com

The tender documents can be downloaded from our website www.bankofbaroda.in/tenders (Tender Section). Bank of Baroda takes no responsibility for delay, loss or non-receipt of tender documents sent by post.

Bank of Baroda reserves the right to reject any or all tenders without assigning any reasons.

**The Head, Baroda Apex Academy,
Bank of Baroda, Sector -11,
Gandhinagar-382011**

Date: 25.08.2022

Place: Gandhinagar

TECHNICAL BID
BANK OF BARODA, BARODA APEX ACADEMY, SECTOR-11 GANDHINAGAR 382011

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| 9. | Certification |

Important Dates:

| | |
|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bid Security / Earnest Money Deposit Exempted for : MSME / NSIC / KVIC registered firm | Rs.60,000/- (Rupees Forty Thousand only) in the form of DD/BC |
| Availability of RFP document | RFP will be available on our Bank website http://www.bankofbaroda.in/tenders From 25.08.2022. The RFP may be downloaded from the tender/RFP Section of Bank's Website by the Bidders. No hard copy of the RFP will be made available by the Bank. |
| Last date of submission of any query /reporting any error | 07.09.2022 by 02:00pm. ALL QUERIES TO BE SUBMITTED VIDE EMAIL ONLY ON sc.ahmedabad@bankofbaroda.com on or before 07.09.2022 |
| Pre Bid Meeting | 08.09.2022 at Bank of Baroda, Apex Academy, Gandhinagar sector 11,Nr, Udhog Bhavan, Gandhinagar. Time: 03:00 PM |
| Last Date, Time and Place for receipts of bids | Bid Submission: 16.09. 2022 by 02:00 PM Late RFP will not be accepted under any circumstances including postage delay. Bank of Baroda, Apex Academy, Gandhinagar Sector 11, Nr, Udhog Bhavan, Gandhinagar. |
| Date and Time of Technical bid Opening | 16.09.2022 at 02:30 PM Bank of Baroda, Apex Academy, Gandhinagar sector 11,Nr, Udhog Bhavan, Gandhinagar. |
| Date and Time of Financial bid Opening | Date and Time will be intimated by email to the qualified vendor after the Technical Evaluation of the Bids. |
| Address for Communication | Bank of Baroda, Apex Academy, Gandhinagar sector 11, Nr, Udhog Bhavan, Gandhinagar, Gujarat. |
| Contact person | Chief Manager / Manager (Admin) Apex Academy, Gandhinagar, Gujarat. Contact no.- 079-23973223/23973244 e-mail ID- sc.ahmedabad@bankofbaroda.com |

- The contract is for 36 months with the provision to renewing on year to year basis subject to performance review and it will be at the sole discretion of the Bank, unless terminated by the Bank at its own convenience by giving a prior notice of 30 days in writing to the agency without assigning any reason(s) and without any cost(s) or compensation thereof.
- Validity of Offer: The offer should be valid for period of 120 days from the last date for submission of the offer.



Tender For Award Of Canteen Contract - For Bank Of Baroda, Apex Academy, Gandhinagar, Gujarat.

Further “Addendum” shall be issued on Bank’s website only and bidder has to refer the same before final submission of the tender/RFP.

Please note that Financial Bids of only those service providers who qualify in the technical bid will be opened.

Notice for Prequalification Criteria of Contractors/prospective bidders for providing Canteen Facilities at Bank of Baroda, BARODA APEX ACADEMY, SECTOR-11 GANDHINAGAR 382011

Agencies who are desirous of tendering for above work and fulfils the following mandatory requirements shall be eligible to apply.

• **Average Annual financial turnover for the firm during the last 03 years, ending 31st March 2022. Average Annual financial turnover, should be at least Rs. 18 Lacs supported with audited balance sheets wherever applicable.**

• **Experience of having successfully completed similar works during last-07- on years (as on 30.06.2022) should be either of the following –**

a) **Three similar* completed works annual (Financial year) invoicing for each job (single job or combined offer from one party) costing not less than Rs. 24 Lacs**

OR

b) **Two similar* completed works annual (Financial year) invoicing for each job (single job or combined offer from one party) costing not less than Rs. 30 Lacs**

OR

c) **One similar* completed work annual (Financial year) invoicing for each job (single job or combined offer from one party) costing not less than Rs. 48 lacs.**

***Similar work, Definition:: means providing Canteen Facilities to Public sector units/Public Sector Banks/ Public Ltd. Company.**

The contractor shall submit a Pre-qualification bid along with attested copies of following documents in cover No. 1.

- i. Registration under Gujarat Shops & Establishments Act
- 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 as per Gujarat State if applicable.
- vii. Valid License under food safety and standards Act, as per Gujarat State if applicable
- viii. Experience Certificate of Five years.
- ix. Valid GST No.

Bank of Baroda
BARODA APEX ACADEMY, SECTOR-11 GANDHINAGAR 382011.

TERMS & CONDITIONS OF CONTRACT

1.0 DEFINITIONS

'Bank' means Bank of Baroda, Baroda Apex Academy, Gandhinagar

'Academy' means Baroda Apex Academy, Gandhinagar

'Head' means CLO/ Head/ Competent Authority of Baroda Apex Academy, Gandhinagar.

'Contractor / Caterer' means successful bidder for providing catering services.

'Officer-in-Charge' means in-charge of Office Administration Department of Baroda Apex Academy, Gandhinagar designated as such by the Bank and authorized to act for and on its behalf.

'Mess-In-Charge' means person authorized by Head, Baroda Apex Academy, for supervising canteen / Catering work on behalf of the Bank.

Authorised Representative means person who is official of Bank of Baroda and authorized by Competent Authority / Head, Baroda Apex Academy, Gandhinagar.

'Dining/Canteen Hall' means Hall on the second floor of the building where breakfast-Tea/snacks/lunch/dinner is served.

2.0 CATERING SERVICES

2.1 SERVICES TO BE RENDERED

If the contract is awarded, the contractor shall prepare and serve fresh and wholesome Meals/snacks/beverages to the training participants/employees of the Bank and such Others as approved by the Bank, from the date of contract

2.2 Menu & QUANTITY

The meals / snacks to be supplied by the Contractor shall be of the type and in quantities With fixed prices (inclusive of all taxes) as approved by the Head, Baroda Apex Academy, or Office-In-Charge. The contractor shall not prepare or serve any other item without the prior approval of the Head or Office-In-Charge. A schedule of daily menu with alterations or additions in the

Service items decided by Office-In-Charge based on the recommendations of the Head and communicated to the Contractor through Mess-in-Charge shall have to be strictly followed by the contractor.

2.3 QUALITY OF RAW MATERIALS AND FINISHED PRODUCTS

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

2.4 SERVICE POINTS & TIMINGS

The contractor shall be required to provide canteen services in the canteen premises and other floors of the Apex Academy, Gandhinagar on all the working days as also on Sundays, public holidays & as and when specifically required due to administrative exigencies.

It is likely that Apex Academy may shift to Ahmedabad from Gandhinagar in future during the contract period. The contractor, therefore, shall be required to provide canteen services in the canteen premises and other floors of Apex Academy, Ahmedabad at same terms and conditions.

2.5 The contractor shall if requested by the Bank, provide services for meetings and other official occasions at such places may be at the same rates as would be finalized.

2.6 If at any time during the subsistence of the contract, the Bank desires to utilise the services of the contractor for any special parties arranged by the Bank or otherwise, the contractor shall arrange the same at the rates to be mutually agreed upon (in case the items are other than those which prices are already agreed) and provide necessary services at the time and places to be decided by the Bank.

2.7 Notwithstanding anything hereinafter contained, the Bank will have the right to use the canteen Hall or premises for any other purposes at any time on all days including holidays at any time, as may be required.

3.0 CONTRACTOR'S OBLIGATIONS

3.1 The contractor shall be responsible for the proper upkeep and maintenance of the canteen premises, furniture and fixtures. When materials supplied by the Bank become unserviceable and if these are to be replaced by the Bank, the same would only be replaced against the return of the unserviceable materials by the Contractor: otherwise the cost of such materials shall be borne by the Contractor.

3.2 For any damage, breakage or loss of any equipment of property of the Bank, the contractor shall have to make good 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 or otherwise.

3.3 The contractor shall keep a proper inventory of the items placed at his disposal by the Bank and the same shall be verified by the Contractor along with the representatives of the Bank.

3.4 The Bank reserves the right of free access through its authorized representative(s) to inspect the canteen, stores, equipments and food for ensuring their wholesomeness, cleanliness, quality and quantity at all times without any prior notice.

3.5 The Contractor shall keep the entire premises, utensils, crockery etc. clean, neat and hygienic. He shall use and provide at his own expenses the prescribed detergents and other requisites for this purpose. He will ensure that furniture of the canteen premises, crockery and cutlery, utensils, kitchen pantry, wash basins, lavatory urinals and drainage system are washed and cleaned in hygienic way as directed by the Officer-in-Charge or any other authorized representative.

3.6 It shall be the responsibility of the contractor to maintain the canteen and the service area on all floors clean, neat and hygienic. For the purpose, he is required to engage adequate staff.

3.7 The contractor shall not use or allow to use the canteen premises or any part thereof for dwelling purposes and shall not allow any outsiders to loiter in and around the building without valid authority.

3.8 The contractor shall not use or allow to use any facility, appliances, equipment provided by the Bank to him for any purpose other than providing canteen services as per the Bank's requirements.

3.9 The contractor shall not without prior consent in writing by the Bank assign or subject 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.

4.0 The contractor shall make regular & full payment of wages / salaries and other payments to the employees and furnish necessary proof, as and when demanded by the Officer-in-charge of the Bank / Concerned department of Central, state & local Government agencies.

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

4.2 The Contractor shall also be liable to pay P.F Contribution, leave, salary etc and shall be liable to observe statutory working hours.

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

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

4.5 The Contractor shall maintain a register showing names and addresses of the persons engaged along with photographs and KYC documents 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.

4.6 The Contractor has to arrange to issue identity cards bearing photographs of the canteen employees and shall exhibit prominently during working hours.

4.7 The Contractor shall ensure that all canteen employees during their working hours wear proper and clean uniform clothes.

4.8 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 of his employees.

4.9 Employees of the contractor shall be subject to such pro-phylatic treatment as may be prescribed by the Medical Officer nominated by the Bank at Contractor's cost.

4.10 Nothing contained herein shall be construed to create a monthly tenancy or create any such interest in favour 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.

4.11 On termination of the agreement, the contractor shall discontinue to use and handover vacant and peaceful possession of the Bank Premises of the said Canteen or other premises together with the fixtures, equipments and articles in good condition to the Bank.

5.0 CONTRACTOR'S LIABILITY

5.1 The contractor shall solely and exclusively liable for the payment of any and all taxes in vogue or hereafter imposed, increased or modified from time.

6.0 CONTRACTOR' LIABILITY TOWARD INDEMNITY

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

6.2 The Contract shall be in force for the period stipulated in the agreement 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.

6.3 The contract will be initially for a period of three year and may be extended / renewed for further period on year-to-year basis at the sole discretion of the Bank as per the terms mutually decided by both the parties. On renewal, a fresh contract shall be executed.

6.4 In the event of any dispute arising out of the clauses mentioned above, the same shall be referred to the Head, Baroda Apex Academy of the Bank or any authorized representative whom he may appoint for decisions and his decision shall be final and binding on both the parties.

7.0 SCOPE OF WORK

7.1 The quantity and quality of meal / snacks and other items shall be as approved by the bank. The quantity of the ingredients to be used for preparation of meals / snacks shall be strictly in accordance with the norms laid down by Bank.

7.2 The Contractor or his representative shall be required to make routine visit to distribution points inside the Academy building in order to ensure smooth meals / snacks services.

8.0 MATERIALS

8.1 Contractor shall purchase and keep the raw materials (excluding perishable item (like vegetables, fruits, milk etc.) stock of minimum 15 days required for the preparation of various items, including the controlled items of good quality at his own cost. Contractor shall abide by the local Government laws relating to stocking of food grains, sale of food etc. and shall obtain the necessary licenses from the Competent Authority, wherever applicable. The Bank at its discretion through its authorized representative may check the stock position of all the items to see that the above is being complied by the Contractor.

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

| S.No | Kind of Ingredients | Quality* |
|------|---------------------------|----------------------------------------------------------------------------------------------------|
| 1 | Cooking Oil (Ground nut) | Gulab , Rani, Sunlight, Fortune, Ankur |
| 2 | Sugar | 'C' Grade. |
| 3 | Spices | Everest, MDH, Catch or equivalent. |
| 4 | All Provision/ grocery | A-1 quality. / FSSAI / BIS / Agmark |
| 5 | Wheat Flour | Aashirwaad/Pillsbury/ Fortune or equivalent. |
| 6 | Rice (Basmati) | Daawat/ India Gate/ Amira or equivalent. |
| 7 | Milk | Amul Shakti / Taaza |
| 8 | Egg | 'A' Quality (Big Size). |
| 9 | Vegetables | All fresh green seasonal vegetables of good quality. |
| 10 | Papad | Lijjat / Yash/Mother's Recipe |
| 11 | Pickles | Bedekar/ Swad/ Mother's Recipe / Hira/ Tops |
| 12 | Tea | Brooke Bond/ Tajmahal/Tata Tea/ Girnar |
| 13 | Coffee | Nestle/ Nescafe/ Bru |
| 14 | Curd | Amul/Madhur |
| 15 | Other ingredients | A-1 quality. / FSSAI / BIS / Agmark |
| 16 | Ghee | Amul /Sagar / Madhur |
| 17 | Other Dairy products | A-1 quality. / FSSAI / BIS / Agmark |
| 18 | Biscuit on alternate day | Group 1 :- Good day, Monaco, Oreo Group 2 :- Sunfeast Butter biscuit, Bourbon, Britannia 50-50, |

* Or as approved by Bank.

NOTE : All the raw materials other than above shall be of best quality and same will be approved by Bank.

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 tender/agreement and suitable disciplinary action will be initiated against the defaulting canteen contractor/employees. Repeated penalties will result into the termination of the contract.

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 tender/agreement and suitable disciplinary action will be initiated against the defaulting canteen contractor/employees. Repeated penalties will result into the termination of the contract.

9.0 MISCELLANEOUS

9.1 Contractor shall maintain the canteen premises & serving points at different floors 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 & cost.

9.2 Contractor shall not exhibit or cause to be exhibited in the canteen premises any printed or written notices or advertisements of any kind, whatsoever except notices related to the working of the canteen without the prior permission of the Bank.

9.3 The Bank reserves the right to deduct any amount that become 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.

9.4 The contractor has to obtain comprehensive accidental insurance coverage in respect of every employee employed by him and Fire/theft/burglary/natural cause insurance policy for the stock/utensils/any other material to be used in catering work. Bank will not be liable in case of any damage/loss to the contractor due to any avoidable / unavoidable circumstances for which above insurance coverage obtained.

9.5 The contractor has to obtain comprehensive accidental insurance coverage in respect of every employee employed by him and provide the same as and when asked by Officer-in-Charge of the Bank.

9.6 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 lapses leading to disturbance of peace / order may be imposed by the Bank.

9.7 If the Bank finds that the Contractor is misusing the facilities provided by the Bank for running the canteen for any other purpose not covered under the contract, the Bank will have right to levy penalty which may extend to Rs. 5000/- or more per occasion.

9.8 If, on inspection, it is found that the quantity / quality of meals / snacks served is not as prescribed by the Bank, a penalty upto Rs. 5000/- per occasion may be imposed by the bank for every such occasion / Incidence.

9.9 Contractor shall ensure that none in his employee is allowed to sell meals to outsiders ; in the event of any employee being found selling meals to unauthorized persons, the contractor shall remove such person on the instruction of Head, Baroda Apex Academy or Officer-in-Charge or Authorised representative of the Bank. Additionally a penalty upto Rs. 5000/- per occasion may be imposed by the bank for every such occasion / Incidence.

9.10 Contractor would ensure that all the canteen staff employed by him would behave courteously and decently with trainee and / or employees of the Bank and also ensure good manners.

9.11 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 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.

9.12 The Head, Baroda Apex Academy or authorized representative 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.

10.0 TERMINATION OF CONTRACT

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

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

11.0 GENERAL

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

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

11.3 Contractor shall use the canteen only for the purpose of catering and he shall not make or permit it to be made any structural additions or alterations to the same without the prior approval, in writing, of the Bank.

11.4 Contractor shall work under the supervision of the Office Administration Department of Baroda Apex Academy of the Bank and such other authorized representatives of the Bank as may be nominated from time to time.

11.5 The contractor and his workmen will be subject to police verification regarding their antecedents as and when required.

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

11.7 The contract will not be given to any bidder for just due to quoting the lowest rate. The capacity, experience, report on past performance, desired quality and other parameters decided by the Bank at its sole discretion will also be considered.

11.8 The offer containing erasure or alterations will not be considered. There should be no overwriting, corrections or alterations in the offer. Technical details must be completely filled up.

11.9 The canteen contractor should comply with KYC norms and should attach copies of following in support of the same:

- 1) Proof of Address

- 2) Proof of Identity
- 3) Certificate of commencement of Business / Registration Certificate / Other similar documents
- 4) PAN card of firm/Co.

11.10 Technical Bid shall not mention about the rates / cost. Commercial Bid must be made in Indian Rupees inclusive of all taxes / charges etc.

11.11 Sub tendering / contracting of the job or re-delegation of contract or any part thereof will not be permissible.

11.12 The contractor shall not transfer or assign or share benefit of this agreement without consent, in writing, of the Bank.

11.13 The contractor has read and understood all the terms and conditions mentioned in the tender document and undertakes to abide by the same.

11.14 The contractor will visit the establishment at least once in a day and contact the Officer-in-Charge or Mess-in-Charge for any complaint or other matters related to catering service.

11.15 The contractor will have to provide the Bank with a list of employees category-wise located at the canteen and also their emoluments for the purpose of verification.

11.16 All the personnel engaged by the Contractor entering upon the Bank's premises shall properly be identified by Identity Cards, which may be worn by them at all times while in Bank premises. The contractor will ensure that their employees do not remain in the premises beyond their normal working hours unless otherwise authorized. Any unauthorized presence in the premises beyond normal working hours will not be acceptable and contractor upon receipt of complaint will have to immediately withdraw such employees from working in the Bank premises.

11.17 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 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 therefore or earlier determination of the Contract.

11.18 The Contractor shall undertake to abide by all the above terms & conditions and other stipulations mentioned in any of the documents.

**HEAD
Baroda Apex Academy
Gandhinagar**

REQUIREMENTS FROM THE CANTEEN CONTRACTOR

1. Bank's premises of Apex Academy have Ground floor plus 7 floors. The cooking place/facilities/infrastructure and the canteen are located at 2nd floor. Accordingly, adequate number of bearers should be available in each floor/ canteen etc. for prompt service.
2. The Contractor must ensure that the staff employed by him are medically fit & examined at his cost before their employment, through Bank's doctor. Thereafter, the Contractor will have to ensure that his staff are periodically examined at annual or short intervals to be specified by the Bank. All expenses for subsequent examination shall also be borne by the Contractor
3. The canteen Contractor must ensure that all his employees are scrupulously clean in their uniforms (Including Apron, Gloves, mask and hair cap). All canteen employees should maintain physical hygiene like trim hair, beard and nails.
4. The canteen Contractor will be held responsible for any misbehavior by his staff.
5. The canteen Contractor will have to abide by all Labour Laws and Regulations laid down by the Central/State Government from time to time. All expenses in this regard will be the liability of the Contractor. The Contractor should have Income Tax / Sales Tax number. At the time of submitting the tender, the applicant should enclose the Income Tax Return and GST Tax Return, if applicable for last -3- years along with PF registration certificate etc.
6. The Head shall decide the number of catering staff who should stay overnight either for the safe keeping of the articles, materials mentioned in tender document and/or preparation/service of morning tea/coffee, breakfast, meals etc. However the Bank expects that the caterer and their staff shall remain vigil during the day/night stay in the Academy premises for the safety and security of Bank's/ Participant's properties.
7. The canteen Contractor will be liable and responsible for the safety and upkeep of all furniture, fittings, and other facilities provided by the Bank. In case of theft / damage due to negligence he will be responsible for making good the losses.
8. The canteen Contractor must ensure a good standard of quality and hygiene of raw materials and eatables in the canteen at all time. Officers authorized by the Bank will be free to inspect the canteen for this purpose at any time. Contractor shall be fully responsible in the event of any adulteration / food poisoning etc., and in such case the Bank shall terminate the contract forthwith at its discretion.
9. It is the responsibility of canteen Contractor to procure all raw materials including rice, sugar, wheat, Vegetables, milk etc. , from his own sources. Bank will not be responsible for this in any manner. The Contractor should purchase all masalas of 'Agmark' trade mark. The cooking oil should double refined oil and should be of ISO certified company/vendor.
10. Canteen facilities should be available at all times on -24- Hours basis on all the working days, Sundays, Public Holidays and as and when specifically required due to administrative exigencies.
11. The canteen Contractor and all other employees will have no right and privileges for employment or any other benefits from the Bank. In other words, the employees of the Contractor will be the exclusive responsibility of the Contractor himself with no liability or responsibility of the Bank.
12. The canteen Contractor must ensure that his staff are paid their salary, and allowances (if any) latest by 5th of the following month and ensure that the requirements of all the Acts i.e 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, Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen's Compensation Act 1923,ESIS Act 1948 or such other Acts, laws or regulations passed by the Central /States, Municipal & Local Government agency or authority are complied with. The Contractor shall be responsible for payment of minimum wages to his employees as per the Act and notification issued by the Government from time to time. He should maintain proper records of the salaries paid and this should be available for scrutiny of the Bank and/or other regulatory authorities under various acts/laws as and when required. Bank shall have the right to terminate the contract forthwith for any non-compliance of laws applicable without assigning notice thereof.

13. The Contractor is responsible for keeping the canteen and kitchen equipment clean all the time.
14. The Contractor shall obey the instruction of the authorities with regard to the hygiene, upkeep of the canteen from time to time.
15. No unauthorized person or outsider should be served with food items prepared in the canteen.
16. Contractor should observe utmost economy in use of electricity, Gas and Water. No electrical equipment other than provided by Bank are allowed.
17. The Contractor and his employees should work under the guidance of the Office-in-Charge, Mess-in-Charge & other authorized representative by the Bank for this purpose.
18. Contractor and his employees shall be subjected to verification of their character and antecedents by the police, the cost of which shall be borne by the Contractor. For security reasons, no Contractor, or his employee shall be allowed to enter Bank's premises if their character antecedent verification has not been cleared by the Police department. The Contractor shall submit documentary proof of such clearance to the Bank.
19. The Security Deposit of Rs. 3,00,000/- (Rupees Three Lacs Only) of Contractor shall continue to remain with the Bank without any interest. The Bank shall have the right to deduct out of the above deposit any amount, which the Contractor may become liable hereunder and shall refund the balance amount to the Contractor on the termination of this agreement.
20. If contract is awarded, the Contractor should be in a position to run and take the charge of canteen within a week period of awarding him the Contract.

I / We agree to abide by the above terms & conditions unconditionally.

SIGNATURE OF THE CONTRACTOR -----

NAME -----

STAMP/SEAL -----

DATE-----



Tender For Award Of Canteen Contract - For Bank Of Baroda, Apex Academy, Gandhinagar, Gujarat.

**FACILITIES PROVIDED BY THE BANK
TO THE CANTEEN CONTRACTOR**

1. Canteen space required for various purpose, such as sitting accommodation, kitchen, washing place, store room, etc.; will be provided free of cost.
2. All items of furniture and fixtures required for the canteen. This will include tables, chairs, refrigerator, water cooler, television in canteen and other facilities like electrical fittings etc. Contractor may visit the canteen for this purpose on request.
3. The Bank will make arrangement for electricity, water in the canteen premises at free of cost. No electrical equipment other than provided by Bank are allowed.

I / We agree to abide by the above terms & conditions unconditionally.

SIGNATURE OF THE CONTRACTOR -----

NAME -----

STAMP/SEAL -----

DATE-----

INSTRUCTIONS TO TENDERERS / CONTRACTORS

1. The bidders should submit both the Technical and Commercial/Price Bids along with EMD in separate sealed envelopes as detailed hereunder to The Head, Bank of Baroda, Baroda Apex Academy, Sector-11, Gandhinagar-382011 on or before 16.09.2022 latest by _2.00_p.m as under:

Envelope I: Bank of Baroda, Baroda Apex Academy canteen Tender – Technical Bid

It will contain EMD for Rs. 60,000/- by way of DD/BC in favour of 'Bank of Baroda' payable at Gandhinagar and all documents mentioned in INDEX duly signed by caterer / Contractor.

The Companies registered with NSIC/NSME/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/NSME/KVIC will be summarily be rejected.

Envelope II: Bank of Baroda, Baroda Apex Academy canteen Tender – Commercial Bid.

Envelope III- Bank of Baroda, Baroda Apex Academy Canteen Tender – Envelope I + Envelope II

2. The selected tenderer/ Contractor immediately after selection, shall deposit with the Bank an amount of Rs. 3,00,000/- (Rupees Three Lacs Only) which includes the EMD amount and the same will be retained by the Bank till the expiry of the contract. Security Deposit can be accepted in the form of Bank Guarantee / FDR / DD.
3. Canvassing in any form will be a disqualification for which the tender can be rejected without assigning any reasons.
4. Incomplete tenders, conditional tenders, tenders received late and tenders not confirming to the terms and conditions prescribed in the tender documents will be summarily rejected.
5. The Bank is not bound to accept the lowest tender and reserves the right to reject any or every tender without assigning any reason whatsoever and / or carry out negotiations with the tenderers in the manner considered suitable by the Bank.
6. The selected tenderers / Contractors will have to sign an agreement as per Articles of Agreement with the Bank.
7. The Contract will be for an initial period of -36- months and can be renewed for further period on year to year basis of satisfactory performance, on mutual consent and mutually agreed conditions of both the parties. i.e Contractor & Bank.
8. The Bank will have the right to terminate the contract at any time without notice or assigning reasons thereof.
9. The contractor will be responsible for theft / pilferage connected with the Canteen and shall adequately compensate the Bank in such cases.
10. The Bank shall ordinarily take care of the routine & normal wear & tear maintenance of the canteen equipment and / or furniture & fixtures. However, in the case of any willful damage or damage caused out of negligence to the repairs / replacement, Bank shall also adjust Security Deposit against such damages.
11. Tenderer / Contractor should include in the rates, any payment being made by him towards statutory GST etc.

I / We agree to abide by the above terms & conditions/instructions.

SIGNATURE OF THE CONTRACTOR -----

NAME -----

STAMP/SEAL -----

DATE-----

Other Penalty Clauses

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

| | |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Any staff of Contractor found in drunken condition/indulging in bad conduct. |
| 2 | Improper maintenance & defacement Bank of Baroda PROPERTY. |
| 3 | Misbehavior with staff and customers of Bank of Baroda. |
| 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. |
| 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. |
| 6 | Any unhygienic condition observed while preparation/serving of food by any surprise checks by Authorised official. |
| 7 | Any staff of the contractor found without uniform and ID Card and /or found creating nuisance on duty. |
| 8 | Not following the instructions issued by Bank of Baroda authorities from time to time. |
| 9 | Canteen staff suffering from Contagious Diseases & working in the premises of Canteen without police verifications. 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. |
| 10 | Same utensils used for preparing and serving non-vegetarian food. |
| 11 | Failure on Quality and Quantity Control of Food. |

In addition to the above, if there are 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.

1. 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 services 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.

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Gandhinagar on this _____ day of _____ 2022 between **BANK OF BARODA ,BARODA APEX ACADEMY** having its office at Sector-11, Gandhinagar-382011 , through its Head Shri _____ hereinafter called “ The Academy” of the **ONE PART** and M/s. _____ carrying on business of catering under the name and style of _____ hereinafter called “The caterer” of the **OTHER PART**. WHEREAS the Academy has accepted the offer of the caterer for providing catering facilities in the Academy to Trainees on the terms and conditions hereinafter mentioned.

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

- I. The caterer shall operate services for the benefit of the trainees of the Bank at the Academy Premises situated at Sector-11, Gandhinagar-382011, and for the purpose shall have full license and liberty to enter upon and use the kitchen, service rooms, store rooms and dining rooms of the Academy appropriate for the purpose of a canteen (hereinafter collectively referred to as “Canteen”) and the fixtures, fittings equipment and furniture therein contained. During the contract period, if Academy premises shifts to Ahmedabad, the caterer shall have to operate the services for the premises located in Ahmedabad with same terms and conditions.
- II. The period of this agreement shall be three years commencing from _____ and ending on _____. The agreement may be renewed for further period at the option of the Academy as mutually agreed.

III. The caterer hereby agrees and undertakes as follows:-

- I. At his own cost and expenses to prepare and serve good, wholesome and nutritious Vegetarian and Non Vegetarian food and beverages as per the job specifications given in this document. System of service items and tariff for supply of food set out in the schedule hereunder written to members of the faculty and trainees and to the utmost satisfaction of the Academy.
- II. The Caterer shall provide at his own costs and expenses from time to time lines, glass-ware, crockery, cutlery, thalis, food stuff, cooking & servicing utensils and all other materials required for operating his services and supplying meals to the persons designated by the Academy and the same may be selected and purchased by the caterer subject to the approval of Academy and that the caterer shall at his own costs and expenses arrange for supply of Gas fuel or coal for cooking purpose.
- III. The Caterer shall serve the items specified in the schedules with unlimited quantities.
- IV. The Caterer shall provide satisfactory and punctual services at all times and from time to time every day to all the trainees, faculty members, Head and other guests of the Academy.
- V. The Caterer shall appoint all the necessary staff and pay their salaries and other allowances. The said staff shall work directly under the supervision and be subject to the control of the caterer, and the caterer shall have a right to discharge, dismiss or otherwise terminate the services of any member of the said staff so appointed by him at any time. Provided further, the caterer shall not allow any employee or agent to work or be present in the canteen or Academy premises if the Academy at any time requires the Caterer to remove such employee or agent if the Academy thinks fit to do so.

- VI. The Caterer shall submit the bills every week according to the number of meals including breakfast and morning tea/coffee and morning and afternoon tea/coffee served by the caterer and arrived at on the basis of daily attendance of the trainees which will be given to the caterer by the Mess-in-Charge of the Academy but in case of faculty Members, Head and Guests, the calculation shall be shown on the basis of the actual number present. The Academy undertakes to compensate the caterer full catering charges for -10- nos. payable per day per Head or actual canteen services availed by present staff/guest/boarder, whichever is higher, when the minimum number of-25- staff/guest/Boarders will not be availing lunch facility on working days.
- VII. The Caterer will be responsible for the safe custody, repairs and maintenance of all the items of kitchen equipments provided by the Academy and he has to account for each item as and when this agreement is terminated. For the loss or damage of furniture and equipments due to reasons other than normal wear & tear, the Caterer will be responsible and he has to make good the losses suffered by the Academy. For this purpose an inspection shall have to be allowed to be carried out every fortnight by Mess-in-Charge of the Academy. Knowledge of using electrical equipments is necessary.
- VIII. The caterer will have to arrange for the raw materials for foodstuff including the controlled items, if any, for use in the kitchen including their transport.
- IX. The staff for cooking as well as for services will have to be recruited and paid the Caterer. The Caterer will be responsible for fulfilling the requirements of all statutory provisions applicable to running such an establishment such as minimum wages act, Workmen's compensation Act in force, Payment of Wages Act, Shops and Establishments Act, E.P Act, Caterer Labour (Regulations and Arbitration) Act etc.
- X. No foodstuff prepared in the Academy shall be served to any outside party nor any food items will be allowed to be taken out of the Academy either by staff, trainees or by the caterer except with the approval of the Academy's authorized person/Officer.
- XI. The caterer will maintain the Dinning Hall, Kitchen Store room etc. in the cleanest manner with the help of his own staff.
- XII. The quantity and quality of the foodstuff will be as approved by the Mess-in-Charge or any other person authorized by the Head. Mess-in-Charge or such other person so authorized will, therefore, taste the food – as part of his job requirements, before lunch/dinner is served to trainees. The cost of the food thus consumed by Mess-in-Charge, to assess its quality will not be included in the weekly catering bills of the contractor. The foodstuff will be of standard quality and be prepared and kept in a most hygienic condition. The quality of the food should meet the taste of the staff trainees coming from various parts of the country.
- XIII. Food will be prepared as per weekly menu given by the Mess-in-Charge/Authorized person.
- XIV. The caterer will take care to provide greater variance and varieties in food particularly Chinese food.
- XV. The preparation of food stuff and the services in the Dinning Hall/Canteen will be subject to the supervision and guidance of Mess-in-Charge / Authorized person of the Academy and the quality & quantity of the food and services will also be subject to check by the Head/Officer-in-Charge and/or by the Mess-in-Charge or any authorized person on behalf of the Apex Academy.
- XVI. The milk used by the Contractor for preparing tea/coffee etc and all other purposes, shall be as per the milk supplied by 'Amul. The quantity of such milk served with the 'Breakfast' should be sufficient say 250 ML. The Academy will recover Rs. 50/- per

trainee as penalty for not maintaining the quantity / quality of the milk as stipulated above, on the day/s the above stipulations are not observed by the caterer.

- XVII. **PENALTY:** If the caterer at any time fails to supply food stuff as agreed upon if the quality thereof does not come up to the Academy's expectation, the Head or authorized representative will be free to make alternative arrangement and expenditure incurred for this purpose will be made good to the Academy by the Caterer, bearing the cost of the food prepared by him by himself. The decision of the Head in this regard will be final and binding on the caterer.
- XVIII. The caterer will be required to provide aesthetic and professional catering services in the Academy's canteen/dinning room which shall be a keen to services rendered by outside professional caterers. For this purpose he will be required to train his service and support staff and provide uniforms & also to maintain their expected cleanliness of good standard.
- XIX. The caterer shall have to provide adequate number of cooks and waiters and such other staff. Moreover, caterer shall have to increase the employees at the direction of the Mess-in-Charge/ Authorized person without any extra charges with a view to rendering sufficient and timely services.
- XX. The caterer will have to make food arrangements if required for the conference and party for which extra payment will be made subject to mutual agreement.
- XXI. The Academy shall not be responsible for the safe keeping of the various articles, equipments, food-stuff etc. either supplied by the Academy or Otherwise. But it shall be kept at the risk and responsibility of the caterer.
- XXII. The Head, Baroda Apex Academy, shall decide the number of catering staff who should stay overnight either for the safe keeping of the aforesaid articles and/or preparation/service of morning tea/coffee, breakfast, meals etc. However, the Bank expects that the caterer and their staff shall remain vigil during the day/night stay in the Academy premises for the safety and security of Bank's / participants' properties.
- XXIII. The caterer shall not use the canteen and other articles given by the Academy under any circumstances, for any other purpose except for the purpose of preparing, serving and catering food to the needs of the Academy.
- XXIV. On the expiry of the period of this agreement or on the sooner determination thereof as provided herein below, the caterer shall refrain by himself, his servants and agents from entering upon and using the canteen and to yield up and deliver the fixtures, fittings and other articles in the same conditions in which they were given subject to reasonable wear and tear at the time of commencement of this catering contract provided. However in case of any breakage or loss of the aforesaid equipment on account of careless handling by the caterer, the caterer shall pay for the repairs or carry out the repairs at his own costs and if the article or thing is irreparable or irretrievable, the caterer shall replace the same or pay the costs of replacement.
- XXV. Proper records shall be maintained by the caterer with respect to trainees / faculties/ guest availed the canteen facilities and separate record for each tea, breakfast, lunch & dinner day wise will be maintained which would be subject to check from time to time, by Mess-in-Charge and / or the Officer-in-Charge.

IV. The Academy hereby agrees as under:-

1. The Academy shall provide furniture & fixtures, if caterer so agrees to maintain replace / repair at its cost.
2. The Academy shall provide water & electrical fittings and supply of reasonable facilities in the kitchen like cooking platform, water tap, free water supply etc.

3. The Academy shall pay all the bills submitted by the caterer and duly approved by the Mess-in-Charge/ Officer-in-Charge in respect of the food supplied and services given in accordance with the rates mentioned in the schedule referred to hereinabove.

V. It is hereby agreed by and between the parties hereto as follows:-

1. If the caterer or his agents, employees and servants fail to carry out any of the terms and conditions herein provided and in particular and without prejudice to generality of the foregoing if the quality of the food prepared and served by the Caterer and the service effected by them are not up to the mark and satisfaction of the Academy then without prejudice to Clause III hereinabove the Academy shall have a right and option at its sole and absolute discretion to terminate this contract even before the expiry period of contract by giving the caterer -30- days prior notice in writing.
2. All terms and conditions mentioned in tender documents (Technical Bid and Commercial bid) shall be the part of this agreement. Any dispute arising out of the terms of this agreement or in the interpretation of any clause herein shall be settled by mutual discussion between the Head of the Academy and the caterer or his authorized representative and the decision of the Head of the Academy in such dispute is final and the same is binding on the caterer.
3. No party shall be considered to be on default in performance of its obligations hereunder if any of them is delayed or interrupted by force majeure. Force majeure shall include but not be limited to was (declared or not declared) hostilities, restraint of rulers or people, revolutions, Civil commotions, strike, epidemic, accident, fire wind, explosion, embargo or regulation or ordinance of the Government of India or any Government or Government agency having or claiming to have jurisdiction, authority representing any such Government, or causes or by reason of any other act of God or act of the Government or any cause whether of the same of a different nature existing or future which is beyond the control of the parties hereto.
4. The caterer will deposit and keep deposited during the currency of this agreement of Rs. 3,00,000/- (Rupees Three Lacs Only) with the Academy as security deposit for the due performance of the catering contract. The said amount will carry no interest and will be refunded to the Caterer on the termination of this contract or earlier determination thereof.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO JOB SPECIFICATION

- I. The job involved procurement of all raw materials, for cooking and serving to the staff / trainees at the Baroda Apex Academy as per details given below:-

A. NUMBER OF STAFF TRAINEES:

In the Dining Hall/ Residential Rooms/Class rooms, caterer will have to, in normal circumstances, provide following services to approximate -50 to 60- trainees on an average.

The above number may increases or decreases depending on the number of concurrent programmes run by the Academy at a particular time.

B. SERVICES TO BE RENDERED AND TIMINGS

| | | |
|---|--------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1 | Early Morning Tea /Coffee/Green Tea (To be served in the trainees' rooms) | 0600 hours to 0730 hours |
| 2 | Breakfast – (To be served in Dinning Hall) | 0730 hours to 0900 hours |
| 3 | Morning Tea/Green Tea/Coffee/Lemon Juice (To be served near Class-Rooms or elsewhere in Academy Premises) | 1100 hours to 1130 hours |
| 4 | Lunch – (To be served in Dining Hall) | 1230hours to 1430 hours |
| 5 | Afternoon Tea/Green Tea/Coffee (To be served near Class-Rooms or elsewhere in Academy premises) | 1530 hours to 1630 hours |
| 6 | Evening Tea /Green Tea/Coffee (To be served near Class-Rooms or elsewhere in Academy Premises) | 1730 hours to 1800 hours |
| 7 | Dinner – (To be served in Dining Hall) | 2000 hours to 2130 hours |

II. SYSTEM OF SERVICES:

- A. Early morning tea will be served by the Contractor in the Trainees' Room.
 B. Breakfast, lunch, dinner will be served in the Dining Hall/Canteen as a buffet service.
 C. Morning tea, Afternoon tea and Evening tea will be served near to respective class rooms or elsewhere as decided by the Mess-in-Charge or Officer-in-Charge. During Holidays, Sundays or Saturday evening whenever classes will not be conducted, such tea will be served in the Dining Hall/Canteen.

III. Items of Breakfast, Lunch, Dinner and Tea as below:-

a) Early morning service tea or coffee in tea pot.

b) Breakfast:

| Vegetarian | |
|------------|----------------------------------------------------------------------------------------------------------------|
| 1 | Corn Flakes/Choco flakes |
| 2 | Poha/Uppama/Sambhar/Idli/Dosa/ Paratha or any other snacks. (Alternate day) Non Veg: Eggs (Two) / Omlet |
| 3 | Toast – Bread Butter with 20 Gms butter / Jam |
| 4 | Tea / Coffee/milk/Green tea |
| 5 | Fresh Fruits |

(C) Morning Tea – Tea or Coffee with Biscuits.

(d) Lunch / Meals

| Vegetarian * | |
|--------------|-------------------------------------|
| 1 | Two Vegetables (One Dry- One Gravy) |
| 2 | Dal / kadi |
| 3 | Rice Preparation |
| 4 | Chapaties / Puries/paratha |

| | |
|----|--------------------------|
| 5 | Curd / Raita/Butter Milk |
| 6 | Papad – Achar - Salad |
| 7 | Farsan |
| 8 | Sweet / Desert |
| 9 | Fresh Fruits |
| 10 | Mukhvas / mouth freshner |

(e) Afternoon Tea / Coffee: Tea or Coffee with Biscuits.

(f) Evening Tea / Coffee with Snacks

(g) Dinner

| Vegetarian / Non-Vegetarian* | |
|-------------------------------------|-----------------------------------------|
| 1 | Two Vegetables (One Dry- One Gravy) |
| 2 | One Vegetable (Mutton / Fish / Chicken) |
| 3 | Dal / kadi |
| 4 | Rice Preparation |
| 5 | Chapaties / Puries/paratha |
| 6 | Curd / Raita/Butter Milk |
| 7 | Papad – Achar - Salad |
| 8 | Fresh Fruits |
| 9 | Mukhvas / Mouth freshner |

*Same Vegetable should not be repeatedly served. There should be at least gap of two days.

*On each Friday following fruit & salad lunch will be provided in place of regular lunch:

| S No | Items |
|-------------|---------------------------------------|
| 1 | Soup |
| 2 | 05 types of Seasonal fresh fruits |
| 3 | 05 types of Mix Kathor |
| 4 | 02 types of sweets |
| 5 | 03 types of boiled seasonal vegetable |
| 6 | Khamman |
| 7 | Dhokla |
| 8 | Patra |
| 9 | Dalvada |
| 10 | Kachori |
| 11 | Fulvadi |
| 12 | Pulav |
| 13 | Curd |
| 14 | 05 types Salad |

The Caterer shall serve the above items specified in the schedules with unlimited quantities.

IV. CHARGES AND PAYMENT FOR SUPPLY OF FOOD

The Caterer will maintain a numbered bound Register showing the total number of beneficiaries date wise and will get the signature of the Mess-in-Charge/ Officer-in-Charge at the end of the day. Caterer will submit the bills on fortnightly/ Weekly basis,



Tender For Award Of Canteen Contract - For Bank Of Baroda, Apex Academy, Gandhinagar, Gujarat.

Payment of the sanctioned bills will be arranged normally within 4 / 6 days after submission as per Bank's System.

SIGNED AND DELIVERED BY THE

WITHIN NAMED BANK OF BARODA
BARODA APEX ACADEMY THROUGH

PRESENCE OF

SIGNED AND DELIVERED BY THE

WITHIN NAMED M/S _____
THROUGH

PRESENCE OF

INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any

particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

- 2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3 Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4 Earnest Money (Security Deposit)

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of Bank of Baroda
 - (ii) A confirmed guarantee by an Indian Nationalised Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 4.2 The Earnest Money/Security Deposit shall be valid upto a period of seven years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

5.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

5.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

5.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER . However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7 Independent Monitors

- 7.1 The BUYER will be appointing Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11 Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.1 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

BIDDER'S PROFILE:

All the supporting Documents are required to be submitted with tenders. Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information. **All the documents should be attested by the bidder.**

| Sr. No. | Description | Bidders particulars | Documents Required |
|---------|------------------------------------------------------------------------|---------------------|-----------------------------------------------------------------------------------------|
| C.1 | Name of the Bidder/Firm | | Attach Registration document. |
| C.2 | Permanent Account Number | | Attach supporting document. |
| C.3 | Last-3- years IT returns/assessment orders. | | Attach supporting document. |
| C.4 | GST No. | | Attach supporting document. |
| C.5 | Last -3- years GST returns | | Attach supporting document. |
| C.6 | Registered Office address along with Pin code | | Attach supporting document. |
| C.7 | Name & designation of contact person with contact details | | |
| C.8 | Gandhinagar Local Office Address,if any, along with Pin code | | Attach supporting document |
| C.9 | Email Address | | - |
| C.10 | Phone/Mobile nos. | | - |
| C.11 | Year of Establishment | | Attach Certificate of Incorporation. |
| C.12 | Type of the firm (Sole Proprietorship /Partnership / Ltd. Co./ Others) | | Attach Certificate of Incorporation. |
| C.13 | Name of Director/Partner/Proprietor | | Attach supporting document. |
| C.14 | Registered under shops & Establishment Act | | Enclose certified copies of document as evidence |
| C.15 | No. of Years of Experience in the field and details | | |
| C.16 | Name of the person who have power of attorney or Authorized Signatory | | Please Attach supporting document/ power of attorney. |
| C.17 | Name & Address of Bankers | | Please Attach copy cancelled Cheque |
| C.18 | Annual Turnover of bidder in 2019-20 / 2020-21 / 2021-22 | | There is no need to upload/submit entire voluminous balance sheet. However, one page of |

| | | | |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------|
| | | | summarized balance sheet (Audited) and one page of summarized Profit & Loss Account (Audited) for last 03 years to be submitted in hard copy also |
| C.19 | Details of EMD submitted to Bank of Baroda. | | Attach copy of DD/BC. |
| C.20 | 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 and status of pending litigation. | | Attach a separate sheet if required |
| C.21 | 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. | | Attach a separate sheet if required |
| C.22 | Whether running canteen with other Banks, if yes, please give name & Address of such Bank and duration. | | Attach supporting document |
| C.23 | Have you run the Canteen for Bank of Baroda or its subsidiaries in past? | | Attach supporting document |
| C.24 | Have you ever been disqualified or levied penalty by the Company/Bank in past for non fulfillment of the contractual obligations. If yes, please provide details in brief. | | Attach a separate sheet if required |

I/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



Tender For Award Of Canteen Contract - For Bank Of Baroda, Apex Academy, Gandhinagar, Gujarat.

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. I/We also confirm that no sub-tendering / contracting will be done.

Seal and Signature of the Bidder.

Place:

Date:

Performa – 1

(To be sought in conjunction with BIDDER'S PROFILE)

List of Projects Executed by the Organization during the Last -07- Years (as on 30.06.2022) and above.

| Sr. No. | Name of Work/ project with address. | Name & full postal address of the owner. Specify | Contract Amount (Rs) | Start date of Contract | End date of Contract | Any other relevant Information. Actual amount of the Project, if increased, give reasons. | Enclose clients certificate for satisfactory Completion. |
|---------|-------------------------------------|--------------------------------------------------|----------------------|------------------------|----------------------|-------------------------------------------------------------------------------------------|----------------------------------------------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Notes:

1. Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure".
2. For certificates, the issuing authority shall not be less than an Executive In charge

Certification

I certify that all the details furnished above are true and correct to the best of my knowledge and belief. I understand that in case of furnishing of any false information or suppression of any material information, the bid shall be liable for rejection besides initiation of penal proceedings by the Bank, if it deems fit.

I/We hereby submit the information in your prescribed proforma and understand that any information is found to be false at a later date, contract made between ourselves and Bank of Baroda, will be treated as invalid.

I/We agree that decision of Bank of Baroda in selection of tenderers will be final and binding on me / us.

Bank shall have the authority to verify all the information provided by us.

All supporting documents shall be provided by us in authenticity of the information furnished.

The process of Tender may be terminated during any time of the tender process without assigning any reason thereof.

Compliance to all the points mentioned in Technical Bid shall stand for evaluation of Technical Bid of the Applicant. No rates to be quoted in this bid. If the rates are mentioned by the applicant, then the applicant shall be debarred from tendering process.

I/We also confirm that no sub-tendering / contracting will be done.

Seal & Signature of Caterer/Contractor / Authorized Person.

PLACE:

DATE:

TO BE SUBMITTED IN SEPARATE ENVELOPE MARKED AS 'COMMERCIAL BID'

COMMERCIAL BID (For participating in Canteen Tender of Bank of Baroda, Baroda Apex Academy, Sector-11, Gandhinagar-382011.)

Name of Bidder: _____

PRICE BID

| Sr No. | ITEM | For 1 st year Rate in (Rs.) | For 2 nd year Rate in (Rs.) | For 3 rd year Rate in (Rs.) |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------|
| | | A | B | C |
| 1 | Early Morning Tea / Coffee (A Cup) | | | |
| 2 | Breakfast (Veg. / Non-Veg.) | | | |
| | Vegetarian Includes *Corn Flakes * Uppama /Sambhar/Idli/Dosa/ Paratha or any other snacks *Toast-Butter with 20 gms. Butter/Jam *Tea / Coffee *Fresh Fruit Non Vegetarian Includes *Corn Flakes / Fresh Fruits *Eggs to Order(Two)) /Omlet *Toast-Butter with 20 gms. Butter/Jam *Tea / Coffee *Fresh Fruit | | | |
| 3 | Morning Tea / Coffee (A Cup) with Biscuits/Green Tea/Lemon Juice | | | |
| 4 | Lunch (Veg.) | | | |
| | Other than Friday Soup (Vegetable) Two Vegetables (One dry, One gravy), Chinese Vegetable Dal/Kadi Rice Preparation Chapaties / Puries Curd / Raita/Butter Milk Papd- Achar- Salad Farsan Sweet/Desert Fresh Fruits On Friday Soup 05 types of Seasonal Fruits 05 types of Mix Kathor | | | |

| | | | | |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| | 02 types of Sweets 03 types of boiled seasonal vegetable Khaman Dhokla Patra Dalvada Kachori Fulvadi Pulav Curd 05 types Salad | | | |
| 5 | Afternoon Tea/Coffee (A Cup) with Biscuits/Green Tea | | | |
| 6 | Evening Tea/Coffee with snacks like Batata Vada, Veg. sandwich, Batata Poha etc. | | | |
| 7 | Dinner (Veg / Non Veg.) | | | |
| | Two Vegetables (One Dry, One Gravy) One Vegetable (Mutton/ Fish/ Chicken) Dal / Kadi Rice Preparation Chapaties / Puries Curd / Raita Papad-Achar-Salad Fresh Fruits | | | |
| 8 | Full Catering Charges (combined i.e 1 to 7 above) payable per day per head. | | | |
| 9 | Total amount in Rs for three years (A+B+C as per S.No 8) | | | |
| | Total Amount in words | | | |

The rate quoted above are inclusive of all taxes etc.

L-1 will be considered on the basis of total amount quoted in s. no 9.

However, the payment will be made on actual consumption basis i.e for full catering charges (one day) as mentioned in s.no 8 or for any individual item consumption from s. no. 1 to 7.

While quoting rate, it is to be noted that the caterer/ contractor shall be compensated of full catering charges for -10- nos. payable per day per Head or actual canteen services availed by present staff/guest/boarder, whichever is higher, when the minimum number of-25- staff/guest/Boarders will not be availing lunch facility on week days other than Sundays & Holidays.

We agree & accept the terms & conditions specified by the Bank in Commercial Bid and our offer shall remain binding upon us.

We also understand that the Bank is not bound to accept the lowest of any of the offers the Bank may receive.

Seal of Firm / Co.

Date:

Place:

Signature of Authorised Person