

Bank of Baroda
Baroda Academy.
10th floor, BOB Building. 16 Parliament Street,
New Delhi-110001
Ph: +91-11-23441177

**TENDER FOR AWARD OF CANTEEN CONTRACT FOR BARODA ACADEMY,
NEW DELHI**

Sealed Tenders under two bid systems (Technical and Commercial Bid / Price Bid) are invited from reputed Caterers / Contractors having their office at NEW DELHI having experience of 10 years or more self or as family business with satisfactory record for running canteen/Mess in any Public Sector Bank. 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, labor compliance of statutory requirements and providing efficient service.

DESCRIPTION OF THE CONTRACT

Tender No.	: 1
Security deposit	: Rs. 50,000/
Estimated Turnover per annum	: Rs. 10/- lacs to Rs. 20/- lacs
Period of contract	: One year w.e.f. 01.05.2020
Last date / time of closing of tender	: 03.04.2020 at 3.00 p.m.
Due date of opening of Tender (Technical Bid only)	: 03.04.2020 at 3.30 p.m.

The bidders should submit both the Technical and Commercial/Price Bids along with EMD in separate sealed envelopes as detailed hereunder to **The Asst General Manager & Learning Head, Baroda Academy, Bank of Baroda, 10th Floor BOB Building , 16 Parliament street, New Delhi-110001** on or before 03/04/2020 latest by 3.00 p.m. (By hand only)

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

It will contain EMD for Rs.50,000/- by way of DD/BC in favor of „Bank of Baroda“ and all documents mentioned in INDEX duly signed by caterer / contractor.

Duly signed tender documents must be accompanied by copies of PAN & GST 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, Minimum Wages Act, Factory Act, Shop and Establishment Act, etc, if applicable. All terms & conditions of contract should be read & observed by the bidder carefully, to avoid any future complication. The technical bid should be accompanied with all documents shown in INDEX duly signed by authorized representative of caterer / contractor. For any doubt and/or clarification, willing bidders may contact to the following executives:

Ms. Rachna Mishra: (T) 011-23441171

Mr. Ram Naresh Yadav: (T) 011-23441177

Envelope II – Bank of Baroda, Baroda Academy New Delhi Canteen Tender – Commercial Bid Only.

The tender documents will be available for download only from the Bank's website www.bankofbaroda.com (Tender Section). Bank of Baroda takes no responsibility for delay, loss or non-receipt of tender documents. Bank of Baroda reserves the right to reject any or all tenders without assigning any reasons. Tender should be received by the Bank by hand only. No other mode of submission is accepted.

Asst General Manager & Learning Head

Baroda Academy, New Delhi

Tel+91-11-23441170-81, Dated- 12/03/2020

**Bank of Baroda
Baroda Academy,
10th Floor BOB Building . 16 Parliament Street,
New Delhi-110001
Ph: +91-11-23441177**

TECHNICAL BID

INDEX

1. Terms & Conditions of Contract
2. Requirements from the Contractor
3. Facilities to the Contractor by the Bank
4. Instructions to the Contractor/Tenderer
5. Articles of Agreement
6. Mandatory Information required

1. TERMS & CONDITIONS OF CONTRACT

1.0 DEFINITIONS

“Bank” means Bank of Baroda, Corporate Office, Mumbai / Bank of Baroda, Apex Academy, Gandhinagar / Baroda Academy, Bank of Baroda, **10th Floor BOB Building, 16 Parliament Street, New Delhi-110001**

“Baroda Academy” means Baroda Academy, Bank of Baroda, **10th Floor BOB Building, 16, Parliament Street, New Delhi-110001**

“Asst General Manager & Learning Head” means In-charge of Baroda Academy **BOB Building**, Bank of Baroda, **10th Floor, BOB Building, 16 Parliament Street, New Delhi-110001**.

“Contractor/Caterer” means successful bidder for providing catering services.

“Officer-in-Charge” means in-charge of Office Administration Department of Baroda Academy, Bank of Baroda, **10th Floor BOB Building, 16, Parliament Street, New Delhi-110001** designated as such by the Bank and authorized to act for and on its behalf.

“Mess-In-Charge” means person authorized by Learning Head for supervising canteen / catering work on behalf of the Bank.

“Authorized Representative” means person who is official of Bank of Baroda and authorized by Learning Head, Baroda Academy, Bank of Baroda, **10th Floor BOB Building , 16 Parliament street, New Delhi-110001**

“Dining/canteen Hall” means Hall on the floor of the building where breakfast-Tea/snacks/lunch/Dinner is served.

“Class Room” means three rooms & Multi-Purpose hall located at the floor of building, where teaching sessions/video conferencing are conducted.

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 Principal or Office-In-Charge. The Contractor shall not prepare or serve any other item without the prior approval of the Learning 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 Learning 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 Baroda Academy, Bank of Baroda on all the working days as also on Sundays, public holidays on the timings mentioned in annexure V(which may be changed after intimation and as per exigency)& as and when specifically required due to administrative exigencies.

2.5 The Contractor shall if requested by the Bank, provide services for meetings and other official occasions at such places as 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 utilize 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, equipment 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 requirement.

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 and full payment of wages / salaries and other payments to the employees and furnish necessary proof, as and when demanded by the officer-in-charge of the Bank/ concerned department of Central, State and local government agencies.

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

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 as per applicable law.

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

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 and gloves.

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-phyletic 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 favor of the Caterers or their partners / representatives / employees in respect of Canteen or the premises used by the Contractor in connection with or for the purpose of this agreement.

4.11 On termination of this 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, equipment and articles in good condition to the Bank.

5.0 CONTRACTOR'S LIABILITY

5.1 The Contractor shall be 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'S LIABILITY TOWARDS 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 Acts 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 one year and may be extended / renewed for further period on year to year basis at the 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 **Learning Head** of the Academy 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 meals / 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 visits 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.

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 and 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 becomes payable by the Contractor in respect of the labor 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 shall take comprehensive accident insurance policy 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 that the quantity / quality of meals/snacks served is not as per the norms laid down by Bank, a penalty up to Rs. 5000/- per occasion may be imposed by the Bank for every such occasion and/or eventuality.

9.9 Contractor shall ensure that none in his employment is allowed to sell meals to outsiders by accepting cash; in the event of any employee being found selling meals to unauthorized persons, by accepting cash, the Contractor shall remove such person on the instruction of Principal or officer-In-Charge or Authorized representative of the Bank.

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 Learning Head 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 and conditions of the contract and 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 Academy, Bank of Baroda, New Delhi** 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 hand written material, 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 / omitted to be done by the Contractor including the demand which the Contractor's employees individually / through their Unions may have raised against the Bank arising out of this agreement or as a result of the termination 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. Accordingly, the contractor should submit the "Technical Bid" in a **separate** cover – Envelop I.

11.19 "Commercial Bid" should be submitted in a **separate** cover – Envelope II.

**Asstt. Gen. Manager & Learning Head
Baroda Academy, Bank of Baroda
New Delhi**

2. REQUIREMENTS FROM THE CANTEEN CONTRACTOR

- 1.** Bank's premises of **Bank Academy, Bank of Baroda New Delhi** is presently situated at the **10th Floor of Bank of Baroda Building, Parliament Street, New Delhi**. The cooking place/facilities/infrastructures and the canteen is located at the same floor. Accordingly, adequate number of bearers should be available on the floor, for prompt service.
- 2.** The contractor must ensure that the staff employed by him are medically fit and examined at his cost before their employment, through Bank's doctor. Thereafter, the contractor will have to ensure that his staffs 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.
- 4.** The canteen contractor will be held responsible for any misbehavior by his staff.
- 5.** The canteen contractor will have to abide by all Labor 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 / VAT / Sales tax number. At the time of submitting the tender, the applicant should enclose the income tax return / sales tax return / PF registration certificate etc as per applicability.
- 6.** The Learning Head shall decide the number of catering staff who should stay, if required, either for the safe keeping of the articles, materials mentioned in tender document and/or preparation/ service of morning tea/coffee, meals etc. However, the Bank expects that the Caterer and their staff shall remain vigil during the day in the Academy Premises for the safety and security of Bank's / Participants' 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 the 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 masala of "Agmark" trade mark. Alternatively, the Canteen contractor should buy masala seeds and grind it in the canteen itself for which necessary grinders have been provided. The cooking oil should double refined oil/ good quality acceptable to bank and should be of ISO certified company/vendor.
- 10.** Prices of all food articles agreed upon will have to be maintained for a period of one year. After this period (if the contract is extended) if there are sufficient grounds for revision, upward or downward, the same shall be negotiated with the Bank. The revision will be of one year duration.
- 11.** Canteen facilities should be available on all the working days, Sundays, Public Holidays and as and when specifically required due to administrative exigencies.

12. The canteen contractor and all other employees will have no rights 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.

13. The canteen contractor must ensure that his staff are paid their salary and allowance, 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, Payments 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.

14. The contractor is responsible for keeping the canteen and kitchen equipment clean all the time.

15. The contractor shall obey the instructions of the authorities with regard to the hygiene, upkeep of the canteen from time to time.

16. No unauthorized person or outsider should be served with food items prepared in the canteen without prior permission of Office-In-Charge of the bank.

17. Contractor should observe utmost economy in use of electricity, Gas and water.

18. 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.

19. 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.

20. The Security Deposit of Rs. 50,000/- (Rupees Fifty Thousand 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.

21. 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

3. FACILITIES PROVIDED BY THE BANK TO THE CANTEEN CONTRACTOR

1. Canteen space required for various purposes, such as sitting accommodation, kitchen, washing place, store room, etc., will be provided on 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. Electricity will be provided on chargeable basis based on actual consumption. Contractor may visit the canteen for this purpose on request.

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

SIGNATURE OF THE CONTRACTOR.....

NAME.....

STAMP/SEAL.....

DATE

4. 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 **Learning Head**, Baroda Academy, Bank of Baroda, 16parliament street, New Delhi on or before 03.04.2020 latest by 03.00 p.m. as under :

Envelope I: Bank of Baroda, Baroda Academy, New Delhi Canteen Tender – Technical Bid It will contain EMD for Rs.50,000/- by way of DD/BC in favor of „Bank of Baroda“ and all documents mentioned in INDEX duly signed by caterer / contractor.

Envelope II – Bank of Baroda, Baroda Academy, New Delhi Canteen Tender – Commercial Bid

2. The EMD so received shall be refunded to unsuccessful bidders after awarding work to successful bidder and the EMD amount of successful bidder will be refunded after successful completion of contract including extension period (if any).
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 tenderer in the manner considered suitable by the Bank.
6. The selected tenderer/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 -12- months and can be renewed for further period on year to year basis, 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 and 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 Sales Tax etc. He should also mention the present % of VAT / Sales Tax being paid by him.

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

SIGNATURE OF THE CONTRACTOR.....

NAME.....

STAMP/SEAL..... DATE.....