

## Bank of Baroda

Baroda Academy, 32, Darekar Heights, 3<sup>rd</sup> floor, Karve Road, Pune – 411 004

### TENDER FOR AWARD OF CANTEEN CONTRACT FOR BARODA ACADEMY, PUNE

Sealed Tenders under two bid systems (Technical and Commercial Bid / Price Bid) are invited from reputed Caterers / Contractors having experience of 5 years or more with satisfactory record for running canteen/Mess in any Public Sector Bank / Private Sector Bank/Financial Institution etc. catering to about 20-40 person 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.	: BA:PUNE:OA:2017:
EMD	: Rs.20,000/-
Security deposit	: Rs. 1,00,000/-
Estimated Turnover per annum	: Rs. 5/- lacs
Period of contract	: One year from the date of awarding the contract
Last date / time of closing of tender	: 26.03.2018 at __2.00__ p.m.
Due date of opening of Tender (Technical Bid only)	: 27.03.2018 at __2.00__ p.m.

The bidders should submit both the Technical and Commercial/Price Bids alongwith EMD in separate sealed envelopes as detailed hereunder to **The Chief Manager & Learning Head, Bank of Baroda, Baroda Academy, 32, Darekar Heights, 3<sup>rd</sup> Floor, Near Sahayadri Hospital, Karve Road, Pune-411004** on or before 26.03.2018....latest by .2.00 pm..... as under:

#### **Envelope I: Bank of Baroda, Baroda Academy, Pune Tender – Technical Bid**

It will contain **EMD for Rs.20000/-** by way of DD/BC in favor of **Bank Of Baroda, Regional Training Center (Baroda Academy,) Pune** and all documents mentioned in INDEX duly signed by caterer / contractor.

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, Minimum 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.

#### **Envelope II – Bank of Baroda, Baroda Academy, Pune Canteen Tender – Commercial Bid**

**It will contain ONLY Financial Bid/ Price Bid/ Commercial Bid**

For any doubt and/or clarification, willing bidders can contact to us as under:

- 1) Mrs.Riti Jani – 9930005008
- 2) Mrs.Suruchi Sagar – 8009907111

The tender documents can be downloaded from our website [www.bankofbaroda.com/tenders.asp](http://www.bankofbaroda.com/tenders.asp) (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.

**( Learning Head & Chief Manager)**

# TECHNICAL BID

## Bank of Baroda

Baroda Academy,32, Darekar Heights, 3<sup>rd</sup> floor,Karve Road, Pune – 411 004.

### INDEX

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2.	Requirements from the contractor
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## **BANK OF BARODA**

**Baroda Academy,32, Darekar Heights, 3<sup>rd</sup> floor,Karve Road, Pune – 411004.**

### **TERMS & CONDITIONS OF CONTRACT**

#### **1. DEFINITIONS**

**'Bank'** means Bank of Baroda, Baroda Academy, Pune.

**'Academy'** means Training Center, Bank of Baroda, Pune

**"Learning Head"** means In-charge of Bank of Baroda, Baroda Academy, Pune.

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

**'Officer-in-Charge'** means in-charge of Office Administration Department of Baroda Academy , Pune designated as such by the Bank and authorised 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.

**Authorised Representative** means person who is official of Bank of Baroda and authorized by Learning Head, Bank of Baroda, Baroda Academy, Pune.

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

**'Class Room'** means three rooms located at fifth floor & Multi Purpose hall at First floor of building, where teaching sessions/video conferencing are conducted.

#### **2.0 CATERING SERVICES**

##### **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. 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 Principal 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 Principal and communicated to the Contractor through Mess-in-Charge shall have to be strictly followed by the Contractor

##### **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 authorised 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.

#### **4. SERVICE POINTS & TIMINGS**

The Contractor shall be required to provide canteen services in the canteen premises and other floors of the Academy on all the working days as also on Sundays, public holidays on the timings mentioned in annexure V & 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 finalised.

**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 authorised 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 authorised 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 Labour (Regulations & Abolition) Act, 1970, Shops & Establishments Act, Factories Act, 1948, Employees Provident Funds & Misc. Provisions Act, 1952, Payment of Gratuity Act, 1972, Payment of Bonus Act, 1965, Payments of Wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, ESI Act 1948 or such other Acts, laws or regulations passed by the Central/States, 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 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 authorised 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 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, equipments and articles in good condition to the Bank.

#### **5.0 CONTRACTOR'S LIABILITY**

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 Principal, Staff 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 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 authorised 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 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 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 upto Rs. 5000/- per occasion may be imposed by the Bank for every such occasion and/or eventuality.
- 9.8 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 unauthorised persons, by accepting cash, the Contractor shall remove such person on the instruction of Principal or officer-In-Charge or Authorised representative of the Bank.
- 9.9 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.
- 9.10 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.
- 9.11 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.
- 9.12 Existing caterer who is providing the services to Baroda Academy - Pune need not apply.
- 9.13 a) Experience and satisfactory Conduct letter with experience from the existing organization / office, where presently doing the catering business, will be preferred.
- b) Self certificate that the applicant complies with all the term and condition of the tender and has not has not been removed / debarred from the catering services at any organization in the past.

## 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, Pune 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.
  - (5) GST No. .(If GST no. is not available kindly apply for GST no. and enclosed a copy GST receipt and Acknowledgment)
  - (6) Food Licence
- 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 – Envelope I.
- 11.19** Commercial Bid should be submitted in a **separate** cover – Envelope II.

**(Learning Head & Chief manager)**  
**Bank of Baroda**  
**Baroda Academy, Pune.**

### **REQUIREMENTS FROM THE CANTEEN CONTRACTOR**

1. Bank's premises of Baroda Academy, Pune have 2 floors (2<sup>nd</sup> and 3<sup>rd</sup> Floor). The cooking place/ facilities/infrastructures/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 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 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 / VAT / Sales tax number/ **GST No.** At the time of submitting the tender, the applicant should enclose the income tax return / sales tax return / PF registration certificate/ **labour licence** / **food licence** if any, etc.
6. The Learning 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 / 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 masalas 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 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 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.
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 equipments 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. 1,00,000/- (Rupees Two Lacs 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

**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 .....

## 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 Learning Haed, Bank of Baroda, Baroda Academy,32, Darekar Hights, Karve Road,Pune-411042** on or before ...26.03.2018 latest by \_2.00\_ p.m. as under :

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

It will contain EMD for **Rs.20,000/-** by way of DD/BC in favor of 'Bank of Baroda, Regional Training Center (Baroda Academy),Pune and all documents mentioned in INDEX duly signed by caterer / contractor.

**Envelope II – Bank of Baroda, Baroda Academy, Pune – Commercial Bid**

2. The selected tenderer/contractor immediately after selection, shall deposit with the Bank an amount of **Rs. 1,00,000/- (Rupees One Lacs only)** which shall be treated as **Interest free security deposit** alongwith the EMD amount of **Rs. 20,000/- total Rs. 1,20,000/- (Rupees One Lacs Twenty Thousands only)** and the same will be retained by the Bank till the expiry of the contract.
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 –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 by giving one month notice .
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 equipments 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/ GST No. being paid by him. Quated Rates are inclusive of all taxes, charges, etc. No enhancement in the rates will be given during the said contract period., except any tax structure revised upward/downward by the Government of India/ State Government.

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

SIGNATURE OF THE CONTRACTOR.....

NAME.....

STAMP/SEAL.....

DATE.....

## **ARTICLES OF AGREEMENT**

**ARTICLES OF AGREEMENT** made at Pune on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **BANK OF BARODA BARODA ACADEMY, PUNE** having its office at 32, Darekar Hights, Karve Road, Pune-411042, through its Learning Head Shri \_\_\_\_\_ hereinafter called "The Academy" of the **ONE PART** and M/s. \_\_\_\_\_ carrying on business of catering under the name and style of \_\_\_\_\_ at \_\_\_\_\_ 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 32, Darekar Hights, Karve Road, Pune-411042, 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.
- II. The period of this agreement shall be one year 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-wares, 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 lunch in dishes and to supply the items specified in the Schedule hereunder to the dinners at request provided that the quantity of all items except curds and sweets shall be unlimited.
- 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, Principal 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, Principal and Guests, the calculation shall be shown on the basis of the actual number present.
- 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 and 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 Arbitrations) Act, etc. In case of non compliance of any statutory provisions by the caterer /contractor, penalty is being imposed on bank, same will be recovered from the amount payable to the caterer / contractor.
- 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 Principal. 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.



- 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 Dining Hall/canteen will be subject to the supervision and guidance of Mess-in-charge of the Academy and the quality and quantity of the food and services will also be subject to check by Principal/ officer-In-Charge and/or by the Mess In charge or any authorized person on behalf of the Academy and also by a representative from corporate office Mumbai as deemed by the Bank's Management.
- 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/any standard Dairy' in all respects, especially in respect of its fat content. The quantity of such milk served with the 'Breakfast' should be sufficient say 250 MI. 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 Learning 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 Learning 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/dining 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 and 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 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 cost of the electricity to be consumed as well as the charges of gas to be used will be borne by the Caterer.
- xxii. 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.
- xxiii. The Learning head 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.

xxiv. 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.

xxv. 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.

xxvi. 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 daywise 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 and 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 licence by giving the caterer 45 days prior notice in writing.
- 2) 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 Learning head of the Academy and the Caterer or his authorized representative and the decision of the Learning 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 Governmental 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.

- VI. The Caterer will deposit and keep deposited during the currency of this agreement of **Rs.1,20,000/- (Rupees One lakh twenty thousand 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 Staff 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 -20 to 40-trainees per day.

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

**B. SERVICE TO BE RENDERED AND TIMINGS:**

1.	Morning Tea –(With biscuit / Snacks) (To be served in Canteen or near Class-Rooms or elsewhere in Academy premises)	1115 hours to 1130 hours
4.	Lunch - (To be served in Dining Hall)	0130 hours to 0200 hours
6.	Evening Tea –(With biscuit / Snacks) (To be served in Canteen or near Class-Rooms or elsewhere in Academy premises)	1600 hours to 1615hours

**II. SYSTEM OF SERVICES:**

- A. Morning tea will be prepared and served by the Contractor in the Canteen or near Class-Rooms or elsewhere in Academy premises.
- B. Lunch, Dinner will be served in the Dining Hall as a buffet service.
- C. Evening tea will be prepared and served by the Contractor in the Canteen or near Class-Rooms or elsewhere in Academy premises.

**III. Items of lunch and tea as below:-**

Sr No.	ITEM	Time
1.	<b>Morning Tea or coffee (A cup) with snacks</b>	11.15 a.m. to 11.30 a.m.
2.	<b>Lunch (Veg.) as under :</b> <ul style="list-style-type: none"> <li>• Two vegetables,(One dry, One gravy),</li> <li>• Dal /Kadi</li> <li>• Rice (Basmati)</li> <li>• Chapaties/Puries</li> <li>• Curd/Raita</li> <li>• Papad-Achar-Salad</li> <li>• Sweet/Desert</li> </ul>	1.30 p.m. to 2.00 p.m.
3.	<b>Evening Tea or coffee (A Cup) with snacks</b>	4.00 p.m. to 4.15 p.m.

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

\* Sweet / Desert need to be change daily.

\* On each Friday, food should be special it may include fruit & Salad/ Dhokla/ kachori/Pulav, lunch will be provided in of regular lunch.

**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, 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 ACADEMY** THROUGH

\_\_\_\_\_  
PRESENCE OF

\_\_\_\_\_  
SIGNED AND DELIVERED BY THE  
WITHIN NAMED M/S \_\_\_\_\_  
THROUGH \_\_\_\_\_

\_\_\_\_\_  
PRESENCE OF

**Mandatory Information required from the Bidder**

- 1 Name of the Canteen Contractor / Firm :
  
- 2 Telephone number of office :  
Mobile Number :  
Fax Number :
  
- 3 Location & Address :  
  
City & Pin code :  
  
:
  
- 4 Experience in the Field :
  
- 5 Constitution (Individual / Proprietorship /  
Partnership / Pvt. Ltd. Co. / Pub. Ltd. Co.) :
  
- 6 Name(s) of the Proprietor / Partners /  
Directors :  
  
:
  
- 7 Whether registered for sales tax / GST :  
purposes. If so, mention number & date.  
(Copy of certificate and last return to be  
enclosed)
  
  
  
  
  
  
  
  
  
- 8 Whether an assessee of Income Tax. If so, :  
mention Permanent Account Number.  
(Copy of PAN Card and last IT return-  
Assessment order to be enclosed)

9 Whether registered under Shops & :  
Establishment Act. (Copy of certificate to  
be enclosed)

10 Whether running Canteen with the other :  
Banks

If yes, please give names & addresses of  
such Banks and the duration.

11 Turnover of the company (Please give :  
proof)

Audited(wherever applicable) Balance  
sheet of last three years to be submitted.

12 Have you run the Canteen for Bank of :  
Baroda or its subsidiaries in past?

13 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.

14 Name & Designation of the Contact :  
Person

**I/We confirm that to the best of my/our knowledge the information  
furnished above are authentic and understand that any concealment  
will amount to disqualification at any stage.**

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

**Seal and Signature of the Bidder**

**Place:**

**Date:**