



Bank of Baroda

TENDER FOR CATERING CONTRACT

At

**Baroda Apex
Academy, Law
Garden,
Ahmedabad**

Tender No. BOB/BAA/AHMD/CSC/2024-25/01



Notice Inviting Tender

Bank of Baroda, having its Corporate Office at Mumbai, has Apex Training Institute for its Officers and executives, which is named as Baroda Apex Academy and is currently operating from its building located at GH-4, Sector-11, Near Udyog Bhawan, Gandhinagar. The newly constructed Building of Baroda Apex Academy is located at Law Garden, Near Ellisbridge, Ahmedabad, Gujarat. Operations from this new building shall start shortly.

Baroda Apex Academy invites online bid tenders from Catering Service Providers for providing Catering Services at the Canteen located in its the new building at Law Garden, Near Ellisbridge, Ahmedabad, Gujarat.

The details of the tender are as under:

Sr. No.	Particulars	Timeline
1.	Description of Works	Tender for providing Catering Services at the Canteen located in its the new building at Law Garden, Near Ellise bridge, Ahmedabad, Gujarat
2.	Estimated Cost	Rs. 3,00,00,000/- (Rupees Three Crores only)
3.	Bid Security (Earnest Money Deposit)	Rs. 3,00,000/- (Rupees Three Lacs only)
4.	Security Deposit	The successful bidder whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted "Annual Contract Value" as Security Deposit (SD) in the form of Bank Guarantee (BG) issued by any Nationalised Bank (other than Bank of Baroda) favouring "Bank of Baroda" payable at Ahmedabad/ Gandhinagar. The Bank Guarantee (BG) must be in Bank's approved format.
5.	Selection procedure	Techno-commercial evaluation by assigning 30% weightage for technical parameters and 70% weightage for price bid.
6.	RFP Issuance Date	20 th December 2024
7.	RFP Coordinator Name, Contact details (Bank)	Mr. Amol Jichkar (Landline: 9623299777 / 079-23973223) Mr. Souvik Koley (Landline: 079-23973242)
8.	Pre-bid Meeting details	Pre-bid meeting will be held with bidders on 1st January 2025 at 11.30 AM . Bidders seeking clarifications regarding any of the conditions mentioned in the RFP submit the same through mail (amol.jichkar@bankofbaroda.co.in) and (sc.ahmedabad@bankofbaroda.co.in) as per Annexure G. The mode pre-bid meeting is online through MS Teams.



		Link for the pre-bid meeting is as under:
9.	Last date & time for submission of Online Technical Bid	13 th January 2024 till 03.00 PM
10.	Date and Time of Opening of Online Technical Bid	13th January 2024 till 03.30 PM
11.	Date and Time of Opening of Online Price Bid	Will be intimated separately to the technical qualified bidders.
12.	Validity for Offer	4 (four) months from the date of opening of price bid
13.	Date of Commencement of Work	1st Day of Succeeding month of the Work Order or as mentioned in the work order.
14.	Mode of bid submission	Mode: Online on GeM portal

1. Bank reserves their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.
2. The bidders disqualified / debarred / terminated by the Bank during the last three years from any of their projects on account of unsatisfactory performance, shall not be eligible to apply/quote.
3. All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online tendering.
4. Conditional tenders shall be summarily rejected.
5. Any corrigendum / addendum in the matter will be published only on Bank's website or e-tender service provider portal/ GeM portal mentioned hereinabove.

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

The tender document is available at the websites www.bankofbaroda.in / GeM portal for downloads and announcements.



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1. Introduction

1.1. Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8200+ branches in India and 90+ branches/offices overseas including branches of our subsidiaries, distributed in 17 countries.

1.2 Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the "Bank") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns)

1.3 Bank of Baroda has Apex Training Institute for its Officers, which is named as Baroda Apex Academy and is currently operating from its building located at GH-4, Sector-11, Near Udyog Bhawan, Gandhinagar. The newly constructed Building of Baroda Apex Academy having Ground plus Nine floors, is located at Law Garden, Near Ellisbridge, Ahmedabad, Gujarat. Operations from this new building shall start shortl.

1.4 Baroda Apex Academy intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders', to participate in the competitive two-bid system (technical bid and commercial bid) for providing catering services in its new building located at the following location:

- **Baroda Apex Academy, Law Garden, Near Ellisbridge, Ahmedabad, Gujarat.**

2. Definition of Terms:

2.1 The "Bank"/"BOB" means "Bank of Baroda"

2.2 "Contractor"/"Service Provider" means the person or persons, firm or company or Co-operative Society whose tender has been accepted and contract has been awarded by the Bank and include the contractor's legal heirs, his successor and permitted assignee.

2.3 "Authorized Representative" means the person/s designated as such by the Bank and include the persons who are expressly authorized by the Bank to act for and on their behalf for operation of the contract / inspection of the canteen.

2.4 "Contract"/"Agreement" means if there is formal agreement, that agreement, the terms and conditions of the tender, the rates of items signed and submitted by the contractor to the Bank and accepted by the Bank in writing and also any subsequent documents agreed between the Bank and the contractor after the opening of the tender.

2.5 Words imputing persons include firm and corporations, words imputing the singular only, include the plural and vice versa, where the context so required.



3. Scope of Work

3.1 During the contract period, the contractor shall be responsible for the following:

- i. The canteen services shall normally be provided at the Canteen in the Baroda Apex Academy located at Law Garden, Near Ellisbridge, Ahmedabad, Gujarat, mentioned in point 1.3 or at any other places as approved by the Bank within the Bank's premises including two basements plus Ground Floor plus Nine upper floors and Terrace with two wings.
- ii. The Contractor shall provide canteen items at the rates quoted by them in the financial bid. Introduction and rates for any new items will require prior approval of the Bank. If the Contractor wishes to introduce any new food item and add it to the menu, then the same needs to be communicated in written form to the Bank at least 7 days prior to the introduction of that food item in the Canteen. Only after the approval of the Bank, the food item can be added to the menu and served at the canteen at the price mutually decided by the Bank and the Contractor.
- iii. The contractor shall arrange at its own the required infrastructure for electronic payment viz. POS, QR Code, card machine. The contractor shall accept debit card/credit card/cash against the breakfast/lunch/snacks/dinner items served to staff or other outside guests.
- iv. Breakfast in the morning, lunch in afternoon, snacks in the evening and dinner at night shall be provided in the canteen or other within premises as advised by the Bank. Contractor to serve the food/ tea/ snacks at the night to the Hostel Rooms, if required and instructed. Drinking water shall be served by the Contractor on the tables in the canteen without any additional Cost. Drinking Water should also be served to all Executives in their respective cabins on daily basis and to all Guests who would be visiting the Bank as and when required.
- v. The contractor shall run the Canteen on all days (24x7).
- vi. The staff canteen shall be kept open during such timings as may be stipulated by the Bank from time to time.
- vii. The Contractor shall have to serve Special lunches/High Tea/ Special Tea as and when required for which prior information shall be given by the Bank.
- viii. Providing snacks and tea/ coffee/ juice services to the participants, office staff, and guests for the meetings/ events organized on special occasions by the Bank during office hours, after office hours and on holidays, if so required.
- ix. Every floor in the Academy building must have at least 1 dedicated servers (or more as per requirement) who would serve tea/coffee/snacks to Executives as well as staff members as and when required.
- x. Apart from that, the Contractor may be asked to arrange / provide snacks, cakes, outside food items etc., as and when required by the Bank, reimbursement of which will be done by the Bank on the agreed terms on mutual consent.

3.2 The Contractor shall supply and serve wholesome and hygienic meals and snacks in accordance with the menu as stated in Financial Bid and at the rates as agreed in the contract.

3.3 Good quality and branded raw materials/oils should be used for cooking the items. The oil should be of branded companies etc. The rice to be served in the lunch and dinner should be of good quality (Details of raw materials/name of brands to be used while preparing foods has been prescribed in Price Bid Point No. 3: Brands to be Used). Recycling of cooking oil is not permitted. The Caterer should also maintain the cleanliness of Kitchen and Dining hall.

3.4 Infrastructure to be provided by the Bank to the Contractors include:

- i. The infra-structure currently available in the canteen i.e. furniture, major kitchen equipment will be made available to the caterer. The Contractor shall provide very high standard cooking utensils, bone china crockery, glassware, cutlery, table linen, etc. for use of the catering at his own expenses for daily use as well as special occasions and functions. The table linen will be changed daily and washed & ironed at their expenses. The said items shall be of first class in quality and shall be to the full satisfaction of the Apex Academy authorities, whose decision in this regard shall be final and binding on the Contractor. The standard of cleanliness of kitchen utensils, crockery, glassware, cutlery, linen, etc. shall be of very high order and any laxity in this regard will attract severe penalties of the amount to be determined by the Head Apex Academy. The contractor to obtain approval of the samples of kitchen utensils, crockery, glassware, cutlery, linen, etc. from Bank prior to procurement.



The Contractor shall be bound by the decision of the Head Apex Academy. The contractor shall maintain highest standard of quality in the catering services comparable to one rendered in 3 or 4 star hotels or above. All the said facilities / services shall be considered for atleast 200 to 250 persons at a time.

- ii. The space given to the contractor will not create or deem to create any right to the contractor in the premises given to them, for operating the canteen either as a tenant, lessee or licensee or retainer or occupier or otherwise and the contractor agrees that he will not claim any right as a tenant, lessee or licensee or retainer or occupier or otherwise of the premises in which the canteen is operated. Further, the contractor agrees that he will immediately vacate the premises on termination of contract as mentioned hereinabove. Contractor and their employees shall not stay at Bank's premises after closing hours.
- iii. Furniture such as table, chairs, water coolers, etc. will be provided free of cost. The inventory of all such articles shall be signed by contractor as conclusive proof of having received these articles from the Bank. The contractor shall provide the replacement of these articles at their own cost for loss/misplacement from time to time and he shall return all the articles mentioned in inventory in good condition at the time of termination of the contract without any demure or delay.
- iv. Electricity, gas and water required for the canteen will be supplied to the Contractor free of cost. However, it is the duty of the Contractor to use electricity, gas and water judiciously. The Bank or its authorized representative will monitor the usage of the same by the Contractor and any instance of wastage of electricity, water or gas will lead to imposition of penalty as deemed fit by the Bank.
- v. If any new areas of work transpire, which the Bank considers are not envisaged, as being part of this tender, the prices for the new scope of work shall be mutually decided and agreed upon between the Bank and the contractor based on actual rate analysis on established norms. In the event of non-agreement of the rates, the Bank reserves the right to get the same carried out through any other agency so appointed for.

3.5 Cleanliness and Hygiene:

- i. The Contractor shall ensure that the food is cooked in the Staff Canteen itself. Highest standards of hygiene, which will be verified periodically by the Bank have to be maintained. In case of unsatisfactory/unhygienic quality of food item(s) or lapse in services rendered or any breakage/shortage, etc. deductions will be made as penalty which will be solely decided by the Bank. The kitchen will be under the constant supervision of the Bank and any lapse will be viewed seriously by the Bank.
- ii. The contractor shall also maintain the cleanliness of Kitchen and Staff Canteen. Cost of cleaning material shall be borne by the contractor.
- iii. The Contractor shall be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and served including with respect to raw material and ingredients incorporated therein and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provisions of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulations and orders framed there under, including safety and health of all consumers/residents under the said contract. Further, the Contractor shall be also be exclusively responsible to comply with the rules, regulations & Laws related to the workers employed by them for delivery the services in the premises of Bank.
- iv. The Contractor shall keep the Bank indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale, or defective food or materials provided as meals as well as claim of their workers during the entire contract period.
- v. The contractor to ensure that the canteen staff shall be in proper attire and uniform during their duty hours including cap and hand gloves. The uniform shall be provided by the contractor in a pair to maintain cleanliness and hygiene. Further, the Contractor to ensure safety & security of their workers on duty.
- vi. Any insect, worm, sand, hair, nail, stone, or any other non- edible matter, found in the cooked or prepared food will attract penalty. On repeat failure twice, the Apex Academy may terminate the agreement after giving a notice of seven calendar days.



vii. Any canteen staff suffering from any contagious disease and found continuing to work in the Canteen shall attract penalty and violation of contract.

3.6 Timings:

The Contractor shall maintain the following schedule for preparation/delivery of food items:

Sr. No.	Details	Timings
1.	Early Morning Bed Tea/Coffee/Green Tea (To be served in the trainees' rooms)	06:00 AM to 7:30 AM
2.	Breakfast – (To be served in Dining Hall)	08:00 AM to 9:30 AM
3.	Morning Tea/Coffee with Biscuits /Green Tea/Lemon Juice - (To be served near Class-Rooms or elsewhere in Academy Premises)	11:00 AM to 11:30 AM
4.	Lunch – (To be served in Dining Hall)	12:30 PM to 02:30 PM
5.	Afternoon Tea/Coffee/Green Tea (To be served near Class-Rooms or elsewhere in Academy Premises)	3:30 PM to 4:30 PM
6.	Evening Snacks with Tea/Coffee (To be served near Class-Rooms or elsewhere in Academy Premises)	05:00 PM to 05:30 PM
7.	Dinner - (To be served in Dining Hall)	8:00 PM to 09:30 PM

However, these timings are indicative only and the Contractor must remain flexible about extension of these timings as per Bank's requirements from time to time. Provision of serving Tea/Coffee must be there during the Breakfast and Afternoon Snacks time-slot and additionally also as per staff requirement. Further, canteen will have to open in exigencies, as per directions of the Baroda Apex Academy.

3.7 Penalties:

Any deficiency in service and quality as well as quantity of tea/coffee/lunch/special lunch/dinner etc. from the specification in rate schedule, decided by the Bank, will not be accepted. In case the service provider fails to execute the work as stipulated in the contract or there is a breach of any terms and conditions of the contract, Bank reserves the right to impose penalty and the same shall be recoverable from the Contractor:

Offences	Penalties in INR.
Personnel not in proper Uniform	500/- per instance
Indulging in smoking/drinking/sleeping or any other misconduct during duty hours	1000/- with removal of offender
Refusal to perform duties/ loitering/ any instance of misbehaviour or indiscipline with staff, trainees, or guests, etc, at Apex Academy	1000/- with removal of offender
Unauthorized replacement of any personnel	1000/- per instance
Serving of food less than prescribed quantity	1000/- per instance
Use of low-grade raw materials/consumables	5000/- per instance



Delay in food service	100/- per instance
Non-adherence of prescribed menu	1000/- per instance
Complaints are not registered or not redressed	500/- per instance
For any other breach, violation or contravention of any terms and conditions	1000/- per instance
Non-maintenance of statutory and other registers/documents or non-submission of required documents sought by the Bank / non-submission of documentary evidence for payment of wages.	5000/- per instance
In case of services remaining consistently unsatisfactory for a period of more than 2 weeks from the date on which written communication with respect to redressal of any complaint/suggestion was made by the Authorised Person/Staff Member to the service provider	10,000/- per instance
Improper maintenance or defacement of Apex Academy property	1000/- per instance
Not following safety and security norms as may be indicated by authorized representative of the Apex Academy.	5000/- per instance
Any insect, worm, sand, hair, nail, stone, or any other non- edible matter, found in the cooked or prepared food	5000/- per instance
Canteen staff suffering from any contagious disease and continuing to work in the Canteen.	5000/- per instance

Illustrative instances of unsatisfactory performances may be as under:

- Food is not served 'fresh' as agreed
- Food is stale or smells or used from previous meals
- Any insect/foreign body found in food stuff
- Delay of more than 20 minutes or more in serving from the laid-out timings
- Any deposit of fungus, worms etc found in food grain, storage area, cooking area
- Found using soda, artificial colour, flavour (except in permitted recipes)
- Misbehavior from service provider side with staff members of Bank

In case of any disputes in this regard, the decision of the Bank will be final and binding.

4. Compliance with all Statutory Requirements

4.1 The Contractor shall comply with all statutory requirements prescribed by the local as well as state / central government authorities from time to time and submit required proof of compliance to the Bank as and when required. The contractor shall produce all the relevant statutory documents for inspection by the Bank and the Government Authorities.

The contractor shall give all notices required under the said act, rules, regulations and bye-laws etc. and pay all fees payable to such authority(s) for carrying out the work towards the cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for necessary licenses including food



license, fees etc. and shall indemnify and protect the Bank and its Employees against such liabilities and / or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities.

If the contractor performs any act which is against the law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Bank against any legal actions arising there from.

4.2 The contractor shall strictly adhere to all prevailing labour laws including of Contract Labour Regulation and Abolition Act, 1970 and other safety regulations which is time to time applicable and any other New Labour Law(s) as applicable in future. The contractors shall comply with the provision of all labour legislation present and future including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work, including without limitation, the following:

- Minimum Wages Act, 1948
- Payment of Wages Act, 1936
- FSSAI Act – Acts & codes published by Food Safety & Standard Authority of India
- Workmen's Compensation Act, 1923 (Amended), as applicable
- Contract Labour (Regulation and Abolition Act) 1970 and Central Rules ,1971
- Apprentice Act, 1961
- Industrial Employment (Standing Orders) Act, 1946
- Personal Injuries (Compensation Insurance) Act, 1963
- The Repealing and Amending Act, 2003
- Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and amendment thereof
- Employees' State Insurance Act, 1948
- Shop and Establishment Act, as applicable
- Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto, and rules framed there under from time to time.
- Factories Act, 1948
- Employment of Children Act, 1938
- Employers' Liability Act, 1938
- Industrial Disputes Act 1947,
- Manual Scavengers and Their Rehabilitation Act, 2013
- Equal Remuneration Act, 1976
- Payment of Bonus Act, 1965
- The Unorganized Workers Social Security Act, 2008
- The Weekly Holidays Act, 1942
- Maternity Benefit Act, 1961
- Trade Unions Act, 1926
- Child Labour (Prohibition & Regulation) Act, 1986 & The Child Labour (Prohibition & Regulation) Rules, 1988
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (POSH)

The contractor shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act.

Any cost incurred by the Bank in connection with any claim or proceedings under the said acts or in respect of loss, injury or improper performance of this contract by the contractor or his workmen and any money which may become payable to the Bank as aforesaid shall be deemed to be deducted by the Bank or may be recovered by the Bank from the contractor.



The Contractor shall keep the Bank harmless and indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen relating to work carried out by the contractor for this contract.

5. Period of Contract:

5.1 The work shall be awarded for an initial period of one year from the date of commencement of the work subject to its renewal for two years (total 3 years) on expiry of the current contract period at the quoted rates, within sole discretion of the Bank, on the same terms and conditions subject to satisfactory performance of the contractor. However, after expiry of the three years contract, Bank may extend the contract for a further period with the increase/ decrease of the annual rates matching with the lowest rates among past two years.

5.2 The extension of contract is to the entire discretion of the Bank and cannot be claimed as right of the Contractor.

5.3 If the contractor fails to perform any of its duties under this agreement and if the Bank is dissatisfied with the services of the contractor during the contract period or extended period of service, the Bank may terminate the services of the contractor, by issuing one month's notice in writing to winding up.

6. Pre-Qualification for Submission of Bid:

Bidders satisfying the eligibility conditions and General terms and conditions specified in this document and ready to provide the said "Services" in conformity with Scope of Work stipulated in Point No. 2, may submit their bid through Government's GeMs portal <https://gem.gov.in/> on or before the timeline stipulated in the [A] Important Dates. Bids submitted by any other means other than bid submission on GeM portal will not be accepted by the Bank.

7. Bid Security (Earnest Money Deposit)

Bidders are required to give an earnest money deposit of an amount as mentioned in "Notice Inviting Tender Point No. 3" and as per format attached as Annexure F at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit) shall be paid through electronic mode or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

Account Number-29760400000309

Account Name – Baroda Apex Academy

Branch- Vidhansabha Branch, Gandhinagar

IFSC- BARB0VIDHAN.

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

The amount of Earnest money deposit would be forfeited in the following scenarios:

- In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever
- Fail to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever
- Fail to comply with any other condition precedent to signing the contract specified in the RFP documents.



Unsuccessful Bidder's - Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.

Exemption for application money and EMD amount:

Exemption from submission of EMD and application money shall be given to bidders, who are Micro Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary documents issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. MSE/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

8. Performance Guarantee:

8.1. The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure E to the extent of 5% of the Contract value for the period of the contract of one year plus 3 months on initial basis with two years mutual extensions and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule commercial bank only, other than Bank of Baroda.

8.2. In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

8.3. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

8.4. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder, will be forfeited.

9. Preference to make in India initiative

Bank of Baroda will abide by Govt. of India Public procurement (preference to Make in India) order P-45021/2/2017-B.E.-II Dated 15th June 2017 as applicable to encourage 'Make in India' and to promote manufacturing and production of goods and services in India. In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, bidder may provide self-certification of 'Local content' where 'Local content' means the amount of value added in India as a percentage of total value in percentage.

10. Sub - Contracting:

The selected service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this contract. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing.

11. Termination:

11.1. Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.

11.2. At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.

11.3. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In such an event, the bidder is bound to make good the additional



expenditure which the Bank may have to incur for the execution of the balance of the contract.

12. Prevention of Corrupt and Fraudulent Practices:

12.1. As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the Annexure I of this RFP.

12.2. Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:

- a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

12.3. The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

12.4. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

13. Authorized Signatory:

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

14. Bid submission by related parties:

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management

15. Right to Reject Bids:

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- It is not received through GeM portal
- It is received after expiry of the due date and time.
- It is incomplete including non-furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- Submitted by related parties
- It is submitted on any other portal other than the GeM portal mentioned in the RFP.



Further Bank reserves the rights to:

- a. Reject any or all responses received in response to the RFP
- b. Extend the time for submission of all proposals Cancel the RFP at any stage, without assigning any reason whatsoever.
- c. Visit the place of work of the bidder Conduct an audit of the services provided by the bidder.
- d. Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- e. Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract.
- f. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.
- g. Bank reserve the right to cancel or reject the final approval of L1 even after declaration of L1 bidder and including issuance of Purchase order to L1 or L2 etc,

16. General Terms & Conditions:

16.1. Bank shall provide necessary space for running the canteen and the contractor shall have to pay token payment of Rs.10000/- per annum.

The contractor or his staff shall not use the premises, properties, fixtures, fittings, etc., of the Bank for any purpose other than those expressly provided in the contract. It shall be open to officials of the Bank to inspect the canteen and Kitchen at any time.

16.2. The contractor shall be responsible for taking adequate care and regular cleaning of all equipment, utensils, etc. He/ She should bring to the notice of the Bank, the repairs, specialized cleaning of Chimney and any other major maintenance work due to normal wear and tear that are required to be undertaken from time to time, the cost of which will be borne by the Bank. If any repairs of the equipment are to be made on account of mishandling/ negligence of the workmen, except normal wear and tear, the said items shall be repaired by the contractor at his/ her cost.

16.3. The contractor or his/ her authorized representative has to attend the review meetings whenever convened or as and when required, for discussion, evaluation of performance of the contract, and compliance to statutory issues, etc.

16.4. In the event of any damage being caused to the movable or immovable property of the Bank or its client or to the property of the employees of the Bank, the Bank reserves the right to compute the damage in terms of money and to deduct the money from the bill of the contractor or from the amount payable to the contractor by the Bank and recover the remaining amount, if any, by way of civil damages.

16.5. The contractor shall not use the Trademark and/or trade name of the Bank or letterhead of the Bank. This RFP is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

16.6. The Contractor shall maintain and provide all necessary documentation, registers and records and other related documents as proof of compliance with all statutory requirements and provisions of applicable laws.

16.7. In case of any labour problems related to the workmen staff of the Contractor, the same shall be settled at the contractor's end only. The Contractor shall indemnify Bank of Baroda suitably. The personnel/staff of the contractor will have no claim whatsoever against Bank of Baroda and it shall be the duty of the Contractor to clearly inform his own personnel / staff that they shall have no claim whatsoever against Bank of Baroda and they shall not raise any industrial dispute, either directly and / or indirectly, with or against Bank of Baroda, in respect of any of their service conditions or otherwise.



16.8. The contractor shall keep the canteen premises including washing place, windows, doors, dining hall and surroundings in the premises of canteen in hygienic and clean condition. The kitchen shall be cleaned daily and waste materials shall be disposed off outside the premises at such places identified by Ahmedabad Municipal Corporation (AMC) at their own cost.

The Contractor must segregate the food waste from the rest and the Contractor shall make arrangements to transport the same to Municipal Corporation, Ahmedabad.

The Bank will not provide any facility towards storing, disposal and transportation of waste materials or shall not provide any facility for the same. The furniture and equipment's also shall be cleaned with detergent and arranged properly. If the cleaning is not done properly, the same work will be carried out by the Bank at the risk and cost of the contractor or levy suitable penalty. Bank will not provide any of the cleaning material required for cleaning purposes.

16.9. The contractor shall provide adequate number of staff which includes a Manager/Supervisor to manage the requirements of the Bank at all times.

The contractor shall depute at least one Canteen staff at each floor of Baroda Apex Academy. Minimum four members should be deputed for serving during Peak Hours. The Peak Hours for Bed Tea/Coffee is 06.00 AM to 7.30 AM, Breakfast is 08:00 AM to 9:30 AM, Tea/Coffee with Biscuits is 11:00 AM to 11:30 AM, Lunch is 12:30 PM to 02:30 PM, Afternoon Tea/Coffee is 3:30 PM to 4:30 PM, Afternoon Snacks with Tea/Coffee is 05:00 PM to 05:30 PM and Dinner is 8:00 PM to 09:30 PM or any time directed by the Management of the Bank. Further, Canteen Staff should be deputed for cleaning in canteen premises and one canteen staff should be deputed for serving water. Any deficiency in services due to deployment of insufficient personnel shall lead to penal action. A dedicated manager with supporting personnel shall be deployed at Executive canteen which shall not be deputed for any other work of staff canteen.

16.10. On occasions when the number of Officers/staff are more in number or the Bank organizes any event, the contractor will be required to deploy additional number of service personnel at no extra cost.

16.11 The Contractor shall not engage 'Minors' for catering service in the Bank.

16.12. The employees engaged by the contractor shall be trained and experienced people having good health, character; well behaved, obedient and skillful in their tasks.

16.13. The contractor shall ensure that all the time, persons appointed by them, to serve in the said premises are physically fit and are free from any disease, injury or illness contagious or otherwise so that healthy, hygienic and clean services are maintained. The canteen staff appointed by the contractor should always wear clean and neat uniform while on duty. If any staff fails to wear such uniform, he shall be liable to be denied permission to enter the Bank / canteen / to serve. All canteen staff should wear Skull Head and gloves during serving.

The Contractor must ensure that staffs employed are medically examined by Registered Medical Practitioner in Ahmedabad. Thereafter, the contractor will have to ensure that their staff are medically examined by Registered Medical Practitioner in Ahmedabad at every six months. Medical record card in respect of all staff will be maintained and presented when asked for by the authorized representative of the Bank.

16.14. The Contractor shall ensure that all the personnel who will be assigned to serve under this contract has a functional Bank of Baroda savings account. All payments including salary, bonus, gratuity, PF, and/or any other payments made to the personnel must be done through the Bank of Baroda account only. Bank reserves the right to check whether payments are being made in the Bank of Baroda account of the personnel from time to time. Statement of salary paid to all the personnel employed under this contract must be submitted to Baroda Apex Academy Administration department on each month without fail.

16.15. The canteen premises and precincts thereto shall be cleaned and washed regularly with disinfectants by the contractor at his own cost. The Contractor will be responsible for proper pest-control of the canteen premises. The victuals in the canteen shall be covered under fly proof and rat proof receptacles which shall always remain functional and shall be replaced from time to time whenever required as directed by the Bank.

16.16. The Contractor shall take all precautionary measures to ensure the safety of the workmen employed by the contractor and the Bank shall not be responsible in case of any eventuality.

16.17. The Contractor shall ensure that none of his personnel on duty is in inebriated state or consumes



drug, prohibited substances, smoking, etc., while on duty or otherwise inside the Bank premises. The Contractor shall obtain the police verification of all the persons deployed in the canteen and the same shall be submitted to the Bank. The Contractor shall remove any employee who in the opinion of the Bank is guilty of misconduct or is in any manner unfit or unsuitable for service. The Contractor shall at all times indemnify the Bank against all claims which may be made under the Workmen's Compensation Act, or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Contractor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions / commissions done by them.

16.18. Bank shall not be responsible for any injury, accident, disability or loss of life to the contractor or to any of its personnel that may take place while on duty or otherwise. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the contractor. The contractor has to make its own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personnel engaged by them and submit a proof to this effect.

16.19. The Contractor shall ensure:

- a. That all instructions, guidelines and specifications issued to the Contractor by the Bank are clearly and effectively communicated by the Contractor to its employees and personnel;
- b. That all instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the Contractor so that the reputation of Bank of Baroda is not compromised;
- c. That no action of the Contractor and / or its employees and/or personnel shall violate prevailing laws and regulations.
- d. The Contractor shall not engage any staff with criminal background against whom there is any complaint registered with the law enforcement.

16.20. The scope of work mentioned in this tender is minimum indicative. It shall, however, be sole responsibility of the contractor to ensure services to the utmost satisfaction of the Bank without any extra charge but within the accepted tender amount only.

16.21. The contractor shall provide New Uniform (at least two sets) (with Company's name badge) including Shoes, Seasonal Outfit, Apron, Hand gloves etc. to all its employees deployed in the premises within the quoted rate(s) and no extra payment shall be made to contractor on this account.

16.22. The amount quoted and accepted will be binding on the tenderer. In case of any change in GST or introduction of any new tax due to Statutory Act of The Government after the date of submission of tenders and during the tender period, the quantum of additional taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. Similarly, if there is any reduction in tax etc. shall be deducted. Price structure will be solely dependent upon the rate approved as per work order and revisions of the same as per price variation/escalation clause mentioned in the tender. For claiming the additional cost on account of the increase in tax structure, the tenderer should produce proof from the concerned Competent Authorities for having paid additional tax on the services provided to the Bank and can also claim the same in the invoice.

16.23. Bank will have the right to inspect the contractor's kitchen where he is preparing the food to check whether fresh vegetables & fruits, standard ingredients is using for preparing food and proper hygiene is maintained on a regular basis during the period of the contract.

16.24. The food must be served fresh, warm / hot as the case may be. No leftover cooked food shall be served in any subsequent meal. No artificial colouring agent shall be added to any of the food items.

16.25. Vegetables, fruits, other perishables, dry foods and other raw materials should be of high quality & fresh and be procured from reputed dealers / shops. The contractor shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including its transportation to the place of delivery.

16.26. The perishable items like vegetables, milk products, sweet, meats, etc. should normally be purchased on the day required. These may, at the most, be purchased on the previous evening only to the extent they can be stored in the refrigerator. Non-vegetarian items procured a day in advance must be stored at suitable temperatures in the deep freezes.



not be liable for payment of any interest on any bill outstanding for payment.

18. Non-Disclosure Clause:

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies.

19. Sexual Harassment of women at workplace:

The Contractor shall be solely responsible for full compliance with the provisions of the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013 (POSH Act). In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor or Local Committee constituted under the POSH Act and the Contractor shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Complaints Committee constituted by the Bank. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involving the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual harassment by the employee of the contractor is proved by the Committee. The person/employee involved in sexual harassment of the Bank's employee shall be removed from the Bank's premises till the enquiry is completed and if such person is found to be guilty, he may be permanently removed from the Bank's premises. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

20. Force Majeure:

"Force Majeure" shall mean any event beyond the control of the Bank or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- a. War, hostilities, invasion, act of foreign enemy and civil war;
- b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- c. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- d. Earthquake, fire, flood or cyclone, or other natural/ manmade disaster;

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

1. The date of commencement of the event of Force Majeure;
2. The nature and extent of the event of Force Majeure;
3. The estimated Force Majeure Period; Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the contract is affected by the Force Majeure.

The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby. Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

21. Protection of Works and Property:

The contractor shall continuously protect the Bank's properties from damage or loss arising in connection



with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. In case, the contractor fails to make good the losses caused to the bank due to his fault or due to negligence of his staff, the Bank reserves the right to invoke the security deposit as stated above to cover such losses.

The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work.

The contractor shall take insurance covers at his own cost. The policy shall be taken in joint names of the Bank and the contractor.

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract.

22. Insurance:

• Before taking up the work, the Contractor shall, obtain and submit to the Bank, a third-party insurance policy in original, issued by any Public-Sector Insurance Company. Contractor shall bear all the expenses related to insurance at his own cost. The third party insurance shall cover:

(a)	Personal Injury	-	Rs. 5.00 lacs
(b)	Property Damage	-	Rs. 5.00 lacs

• The Policy should be issued in the joint names of the Employer and the Contractor with Employer's name appearing first.

• The contractor shall, from time to time, provide documentary evidence as regards payments of premium for all insurance policies for keeping them valid till the completion of the work.

• Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.

• No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.

• Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the Bank. Nothing extra shall be payable on this account.

23. Canteen Committee:

A committee known as "Canteen Committee" shall be constituted by the Bank to supervise the Canteen. The functions of the committee shall be as under:

1. To supervise the quality of items purchased and cooked by the contractor.
2. To supervise Catering services provided by the contractor.
3. To supervise Maintenance of hygiene and cleanliness by the contractor.
4. To submit monthly report of catering services provided by the contractor.
6. Any other work specified elsewhere in the agreement and by the bank time to time.

The Canteen Committee will direct the contractor to take such action as deemed necessary. The majority opinion of the Committee on all matters will be binding on the Contractor. The composition of the Committee will be decided by the Bank. The Bank will have the right to modify, alter, cancel any decision of the Committee, and also have the right to reconstitute the Committee.

24. Grievance Redressal:

Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Head-Apex Academy at sc.ahmedabad@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Head- Apex Academy
Bank of Baroda,
Baroda Apex Academy, 6th Floor, GH-4, Sector-11,



Near Udyog Bhawan, Gandhinagar-382010

25. Governing Laws and disputes Resolution and Arbitration:

This RFP and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India. both the Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP, only the courts in Ahmedabad shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.

If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.

If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings.

The seat and place of arbitration shall be Ahmedabad. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

- Saving clause: No suits, prosecution or any legal proceedings shall lie against the Bank of Baroda, Ahmedabad or any person for anything that is done in good faith or intended to be done in pursuance of tender.

26. Foreclosure of Contract in Full or in Part:

If at any time after acceptance of the tender, the Bank decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, they shall inform the contractor in writing to that effect and the contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of such foreclosure of the whole or part of the works. The Contractor shall be paid at the contract rates for works executed at site.

27. Indemnity Bond:

- Contractor shall sign an Indemnity Bond in an approved format as per Annexure H before starting the work, indemnifying the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the workplace due to non-adherence to safety codes, not following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.
- In case of any damage to property by the contractor, Bank shall have the right to recover the cost of such damages from payments due to the contractor and decision of the Bank shall be binding on the contractor.
- In the event of any damage to the loose furniture, interiors, computers, and such other equipment or to the



existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the contractor.

- If the contractor fails to improve the standards of safety in its operation to the satisfaction of the Bank after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized Bank's official, the Bank shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by the Bank.

- Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of Bank.

28. Insolvency:

The competent authority of the Office of the Bank may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events:

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.

If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Bank and provided also that the contractor shall be liable to pay the Bank for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

29. Integrity Pact:

The Integrity Pact is an agreement between the Bank and the prospective bidders that takes commitments from both parties that neither shall resort to any corrupt practice in any aspect of the contract at any stage. In case a bidder does not sign and submit the Integrity Pact along with the bid documents, his bid shall be liable for rejection.

The format for the Integrity Pact is given as Annexure H.

The Bank has appointed Independent External Monitors for the Integrity Pact in consultation with the Central Vigilance Commission. The task of these IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement. The IEMs for this contract would be:

4. Shri Umesh Kumar (umeshkumar84@rediffmail.com)
5. Dr. Sandeep Tripathi (sandeeptrip.ifs@gmail.com)

30. Service Level Agreement and Non-Disclosure Agreement:

The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure I), and terms and conditions of the services are to be extended as detailed therein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.

All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder.

31. Abide with the Universal Human Rights and Bank's Code of Ethics:

Successful Vendor/Service Provider/Supplier/Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner>Policies/Codes>Our Code of Ethics.

The successful bidder shall comply ESG, BRSR and other related parameters including the Declaration of



Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct.

32. Disclaimer:

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

33. BIDDER’S ELIGIBILITY CRITERIA:

- 1.1** Contractor with an annual revenue of more than Rs.90 lakhs in at least three of the previous four years, and having at least 7 years of satisfactory experience in providing catering services in Institutions of Government/ PSB/ PSU institution(s)/ Corporate Offices/Minimum Three Star Hotels and where regular daily catering services are being rendered for minimum of 200 participants may apply.
- 1.2** The Bidder must be registered with EPF Department, ESIC Department and should have a GST registration and PAN Number. The bidder should also have a license under Contract Labour (Regulation & Abolition) Act, 1970.
- 1.3** The Bidder must submit authenticated copies of documents as evidence of satisfying eligibility conditions.

Eligibility Criteria for participating in bidding:

Sr. No.	Criteria Details	Supporting Documents by Bidders
1.	The bidder must be a Firm / Proprietary / Partnership / Company / LLP registered under Companies Act, 1956 with an experience of minimum 07 years in the field of Catering services as on 31.10.2024.	<ul style="list-style-type: none"> • In case of Proprietorship concerns copy of Shop License/Registration and the GST Registration certificate. • In case of partnership firms, Copy of the firm registration certificate, partnership deed and PAN / GST Registration Certificate. • In case of company, copy of Certificate of Incorporation issued by Registrar of Companies and full address of the registered office plus PAN / GST registration certificates.



		<ul style="list-style-type: none">In case of LLP company, copy of certificate of incorporation, LLP Agreement, PAN / GST registration certificates
2.	<p>The tenderer should have experience of providing catering service in at least 3 Institutions of Government/ PSB/ PSU institution(s)/ Corporate Offices/Minimum Three Star Hotel based in anywhere in India having strength of at least 200 staff members for 7 years or more</p> <p>AND</p> <p>Tenderer should have a running contract with at least 1 organization as stated above.</p>	<p>Copy of the work order and work completion certificates issued by the Principal Employers specifying following information relating to the works carried out during last 7 years ending on 31.08.2024:</p> <ol style="list-style-type: none">Scope of work.Contract value.No. of Lunch Tie-up.Period of the contract.Date of commencement of the contractDate of completion of the contractMonthly paymentSatisfactory Report
3.	<p>The bidder should be a profit-making company/firm for the last three consecutive financial years (2023-24, 2022-23, 2021-2022). If the financial year is calendar year, then the last 3 years will be 2023, 2022 & 2021.</p> <p>The bidder should have a minimum average annual turnover of ₹90.00 Lakh for the last 3 financial years.</p>	<p>Copy of Audited Balance Sheet and P&L statement for the financial years. In case audited financial statement for latest year is not available, a copy of provisional accounts statement duly certified by Chartered Accountant to be submitted as per Annexure A</p>
4.	<p>The bidder must have "Similar Completed Work" carried out during last 7 years ending on 31.10.2024 either of the following:</p> <ul style="list-style-type: none">One similar completed work having Bill Value not less than INR. 2.40 Crs. <p>OR</p> <p>Two similar completed works each one having Bill Value not less than INR. 1.50 Crs.</p> <p>OR</p> <p>Three similar completed works each one having Bill Value not less than INR. 1.20 Crs.</p>	<p>Copy of the work order and work completion certificates issued by the Principal Employers</p>



5.	Office shall preferably in Ahmedabad or undertake to establish the office in Ahmedabad, if awarded the work	Agreement/Establishment Certificate from Competent Authority to be submitted as Address Proof
6.	The bidder should have applicable and valid registrations with statutory authorities, viz. <ul style="list-style-type: none">• Food & Drug (FSSAI)• Health Licence• NOC from Fire Department• Gujarat Labour Welfare (if awarded the work)• Income Tax (PAN) / TAN,• Goods & Service Tax (GST),• Labour License• Employees Provident Fund Organisation (EPF),• Employees State Insurance (ESI) Corporation, PAN etc.	Certified copies of supporting documents to be attached.
7.	The bidder should not have been disqualified / debarred / blacklisted during last 3 years from any Governments, Semi-governments, PSUs, Banks including any of the Offices / Branch of Bank of Baroda Pan India, Multi-National Corporations or involved in any illegal activity or financial frauds.	Suitable declaration to this effect to be submitted on the Letter Head of the bidder duly signed by the Authorised Signatory only
8.	The Bidder's Company/Firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank.	A Self-Declaration by the Bidder's Company/Firm on Company's letter head.
9.	The Bidder should not have been penalized by law enforcing agencies such as labour department for non-conformation of labour laws during last 7 years of service provided	Suitable declaration to this effect to be submitted on the Letter Head of the bidder duly signed by the Authorised Signatory only

“Similar Completed Work” under this clause shall mean successful completion of catering services work for Institutions of Government/ PSB/ PSU institution(s)/ Corporate Offices/Minimum Three Star Hotel based in anywhere in India etc.

Only Bidders that fulfil all the eligibility criteria as mentioned above are eligible to participate in this Bid. The Bidder should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those Bidders, who do not fulfil any of the eligibility criteria as stated in full, will be summarily rejected. Bidder fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation. The Banks' discretion and decision on the 'Eligibility Criteria' is final.



34. Bid Evaluation Process:

The evaluation will be techno-commercial and accordingly the Technical Evaluation will have 30% weightage and Commercial evaluation shall have 70% weightage. These weightages shall be taken into consideration for arriving at the successful bidder. The evaluation methodologies vis-a-vis the weightages are as under: Minimum technical score for qualification for commercial bid opening will be 60 out of 100.

The Score will be calculated for all eligible and technically qualified Bidders based on the following formula:
 $S = (T/T \text{ High} \times 30) + (C \text{ Low}/C \times 70)$

Where:

S = Score of the Bidder

T = Technical score of the Bidder

T High = Highest Technical score among the Bidders

C = Quote as provided by the Bidder

C Low = Lowest Quote of C among the Bidders

The Firm securing the highest score becomes the successful Firm.

For example - There are three bidders A, B and C. Technical score will be arrived at treating the marks of the bidder scoring the highest marks (say A) in technical evaluation as 100. Technical score for other bidders (B, C, etc.) will be computed using the formula Marks of B/ Marks of highest scorer A * 30.

Similarly Commercial Score of all technically cleared bidders will be arrived at taking the cost quoted by L1 bidder i.e., the lowest quote from technically qualified bidder (say C) as 100. Marks for other bidders will be calculated using the formula: Commercial Score = Cost quoted by L1 bidder/Cost quoted by bidder * 70.

Combined score will be arrived at, taking into account both marks scored through Technical Proposal evaluation and the nominal commercial quotes, with a weightage of 30% for the Technical Proposal and 70% for the Commercial Proposal. The combined score is arrived at by adding Technical Score and Commercial Score.

The successful bidder will be the one who has highest Combined Score.

Sr. No.	Bidder	Technical Evaluation Marks (T)	Commercial Price in INR (C)	Technical Score	Commercial Score	Combined Score (out of 100)
1.	A	95 (T High)	70	$95/95 \times 30 = 30$	$60/70 \times 70 = 60$	90.00
2.	B	90	65	$90/95 \times 30 = 28.42$	$60/65 \times 70 = 64.61$	93.03
3.	C	85	60 (C Low)	$85/95 \times 30 = 26.84$	$60/60 \times 70 = 70$	96.84

In the above example, Bidder C with the highest score becomes the successful bidder.



35. Application Form

DECLARATION

1.	Name of the Bidder's Company/Firm	
2.	Constitution (Enclose certified copies of documents as evidence)	Proprietary/Partnership/LLP/Limited Company/Others (Please specify)
3.	Address of the Firm	Registered/Corporate Address: Ahmedabad Address:
4.	Contact Details a. Name of Contact Person b. Phone No. c. Mobile No. d. E-mail ID	
5.	Year of Establishment (Enclose certified copies of documents as evidence)	
6.	Name of Proprietor/Partners/Directors etc.	Mobile No. & E-Mail ID
	1. 2. 3. 4. 5.	
7.	Whether registered with the Registrar of Companies/Registrar of Firms (Enclose certified copies of documents as evidence)	
8.	Details of similar works completed during last 7 years in PSUs/PSBs/RBI/Nabard/Financial Institutions	Please fill up enclosed Annexure B & enclose copies of Work Orders and Satisfactory Completion Certificates as per Annexure C



9.	Registration with Govt. Authorities (Enclose certified copies of documents as evidence) Food & Drug (FSSAI) No. Health Licence No. NOC from Fire Department No. Labour Welfare No. Income Tax (PAN) / TAN No. Goods & Service Tax (GST) No. Labour License No. Employees Provident Fund (EPF) Registration No. Employees State Insurance (ESI) Registration No.	
10.	Yearly turnover of the organization during last 3 years: (Enclose Certified copies of documents as evidence)	2021-2022: INR. 2022-2023: INR. 2023-2024: INR.
11.	Solvency Certificate Details Amount: Bank's Name: Date of Issuance: (Enclose certificate copies of documents as evidence)	
12.	Financial Information	Please enclose copies of audited balance sheet, profit & loss statement and CA certificate



13.	Number of Employers Proposed to be engaged for running Staff/Executive Canteen	a. <u>Staff Canteen:</u> Cooks: Asst. Cooks: Servers: Cleaners: b. <u>Executive Canteen:</u> Cooks: Asst. Cooks: Servers: Cleaners:
14.	Details of Tender Fee/Earnest Money Deposit	c. DD No.: d. Amount in INR.: e. Name of Issuing Bank: f. Payable at: Or <ul style="list-style-type: none">• UTR No.:• Payment Date:
15.	Mention if blacklisted and/or blacklisting proceedings pending with any client. Details of the same, with reason, to be furnished	
16.	Details of disputes/litigations, if any, during the period of last 3 years. If yes, please provide details thereof, with reasons	
17.	Whether any penalty imposed by Law Enforcing Agencies such as Labour Department, Sale Tax, GST, etc. If yes, please provide details thereof, with reasons.	
18.	Details of penalty / liquidated damage imposed by any client for defective / delayed / non-compliance of services / work or violation of terms of the contract, during the last 3 years, ended on 31.08.2024. If yes, please provide details thereof, with reasons.	
19.	Whether firm had been barred from participating in the bidding process or kept in cooling period/under suspension by any client, during the last 3 years,	



	ended on 31.08.2024. If yes, please provide details thereof, with reasons.	
20.	Please indicate details of any bankruptcy/winding up of proceedings at any point of time in past.	
21.	Whether Bidder's Company/Firm is owned/controlled in any capacity by and Director or Employee (or relatives thereof) of the Bank	Self-declaration to be furnished by Bidder's Company/Firm on Company's Letter Head.

1. The information we provide is true to the best of my/our knowledge and if any information is found untrue or false, I/we may be debarred from the tender process / being awarded the contract.
2. I/We satisfy as to the specified eligibility, pre-qualification criteria/ technical requirements and accept the terms and conditions to qualify in the tendering process.
3. I/We agree to abide all the terms and conditions stipulated by the Bank to qualify in the tender process and also as mentioned in General terms and conditions.
4. I/We also agree that our track record is clean and it free of illegal activity or, financial irregularities. If any information is found untrue or false in this regard. I/we may be debarred immediately from the tender process / being awarded the contract.
5. I/We also agree that our tender will remain valid for acceptance by the Bank for a period of 90 days from the date of opening of the tender and this period of validity can be extended for such periods as may be mutually agreed upon between the Bank and us, in writing. I/We also agree to keep the earnest money valid during the entire period of validity of tender.
6. I/We understand that the Bank of Baroda reserves the right to accept or reject any or all of the tenders either in full or in part without assigning any reason thereof.

Signature:

Place:

Name:

Date:

Address:

Seal of the Bidder:



36. Technical Bid Evaluation Matrix

Maximum Score for Technical Bid Evaluation: 100 Marks

Minimum marks required for qualifying in Technical Bid Evaluation: 60 Marks

1. Technical bid of the Bidder will be evaluated based on the information duly supported by the documents submitted and based on the following evaluation matrix.
2. During the Technical evaluation, each bidder will be assigned marks, out of total of 100 marks, as per the criteria below: -

(i)	Number of Years in Canteen Service as on 30.11.2024	Maximum Marks 15
A	7 years and up to 10 years	10
B	10 years and above	15
(ii)	Average Annual Turnover for last 3 Financial Years from Canteen Services	Maximum Marks 15
A	Equal to or More than ₹90.00 Lakh and up to ₹200.00 Lakh	10
B	More than ₹200.00 Lakh	15
(iii)	Catering contract presently handling/contracts handled during last 7 years with strength of 200+ employees in Institutions of Government/ PSB/ PSU institution(s)/ Corporate Offices/Minimum Three Star Hotel based in anywhere in India along-with Satisfactory Performance Certificate	Maximum Marks 15
A	2 to 3 Organizations	10
B	More than 3 Organizations	15
(iv)	ISO 22000 Certification	Maximum Marks 05
A	ISO 22000 Certified	05
B	Not ISO 22000 Certified	00
(v)	Quality of Services by the bidder at their Kitchen (To be decided by the Bank based on site visit reports, the decision taken by the Bank in this regard will be final and binding)	Maximum Marks 50
A	Level of general cleanliness / Hygiene maintained in Master Kitchen	Satisfactory 10 Good 20
B	Quality of food/raw materials used for preparation of food	Satisfactory 10 Good 20
C	Mechanisation of operations, manpower management, proper Uniform (with Company's name badge), shoes, apron, hand gloves provided to the chef / cook, helpers etc.	Satisfactory 05 Good 10

Information required from point number (I) to (V) above should be supported with certified/attested copies of the relevant documents confirming compliance of Technical bid evaluation criteria by the bidder for evaluation.



37. Food Items for the Price Bid

To,
The Assistant General Manager
Baroda Apex Academy Administration,
Bank of Baroda,
Near Law Garden
Ahmedabad

Sub: Price Bid for providing Canteen Facility at Baroda Apex Academy Ahmedabad

Dear Sir,

I/We have carefully read your advertisement on the above subject and agree to the terms and conditions stated therein and hereby quote my/our rates for canteen facility at Baroda Corporate Centre as under:

Name and Address of the Catering Agency/Firm:

Note:-

- The Item rates are inclusive of GST. Contractor has to bear cost of GST on cash sales.
- The quantities (A) of each items are considered to derive total amount and this is for calculations only.
- Any deficiency in service at Executive canteen due to deployment of insufficient personnel / Manager shall lead to penal action including termination of contract.

ITEMS OF FOOD, BEVERAGES ETC. TO BE SERVED

S.No	Meal to be Provided	Rates to be Charged Per Head (all inclusive) in Rs.
1	Bed Tea/Coffee: Unlimited Tea/Coffee/Green Tea/Lemon Tea/Lime Water As per participants/staff/guest requirements -Doorstep Service for Hostel Rooms & VIP Rooms	Please don't quote any rates in the technical bid.



2	<p>Breakfast: Unlimited</p> <ul style="list-style-type: none">a) Milk and cornflakesb) Boiled Veg/ Stir fried Veg/ Potatofinger chips/ Baked or Boiled Snackc) Eggs minimum 2/Maximum 4 each in choice of Boiled/Omelet/ Double fryd) Toasted Breade) Any Three items (i.e. 1-North Indian, 1-South Indian & 1-Other) out of Stuffed Paratha (Paneer/Aloo/Gobhi)/ Msala Dosa with sambar & coconut chutney / Medu Vada with sambar & coconut chutney / Idli with sambar & coconut chutney / Onion Uttapam with sambar & coconut chutney/ Besan Chilla/ Veg Cutlets with chutney & sauce/ Poha with Farsan, Lemon, onion & Sev / Upma with chutney/ Batata Wada with chutney & fried green mirchi & sauce/ Grilled Veg. Sandwich with tomato sauce/ Misal Pav/ Chhole Bhature/ Sabudana Khichdi with curd & fried green mirchi to be served in Buffet with no limit.f) Fresh seasonal fruits (Minimum 3 types) - whole/cut & unlimited (Banana – Daily & 2 other fresh seasonal fruits on daily basis)g) Amul Butter – 20 gms chiplet & Jam & Tomato Sauce & Hot-Sweet soup (Unlimited)h) Tea/Coffee/Milk/Green Tea/Lemon Tea/Lime Wateri) Detox Water	<p>Please don't quote any rates in the technical bid.</p>
3	<p>Afternoon Tea/Coffee with Biscuits</p>	<p>Please don't quote any rates in the technical bid.</p>
4	<p>Lunch All days will have Veg and Non-Veg items. There shall not be segregation of days as veg-day or non-veg-day. All items will be served in Buffet without any restriction on quantity.</p>	<p>Please don't quote any rates in the technical bid.</p>



	<p>a) Veg Soup (any one soup out of 3-4 different types of veg soup on alternate basis) & Rasam/ Lassi/ Chhas</p> <p>b) Green salad 4 types (Lemon, Onion, Cucumber & Beat root) & Papad & Pickles</p> <p>c) Any 2 types of Roti - Tawa Roti, Tandoori Roti (Wheat), Nan, Paratha, Missi Roti, Tawa Paratha.</p> <p>d) Rice - Plain/ Jeera/ Pulav/ Dal Khichadi (Plain or Masala) Curd Rice/ Lemon Rice/ Biryani-Veg/ Non Veg-with raita (Any one)</p> <p>e) Non-Veg Curry (Fish/ Mutton/ Chicken) [Egg curry will not be substitute for Non-Veg dish]</p> <p>f) Special Veg (Paneer-Any Type/ Mushroom Masala/ Malai Kofta/ Kaju Makhani/Veg Maharaja/Veg Kadhai/Veg Hydrabadi/Veg Jaipuri/Dum Aloo Kashmiri/Veg Kolhapuri/Baingan Masala/ Undio/ Seasonal Vegetable Curry/Veg Handi/Corn Palak/Chhole Masala, etc.)</p> <p>g) Yellow Dal/ Dal Tadka/ Dal Makhani/ Rajma</p> <p>h) Any one Seasonal Vegetable Dry (Tawa Veg/Mix Veg/Potato & French Beans/Paneer Bhurji/Palak Paneer Bhurji/Mixed Veg Jalfrezi/Aloo-Gobi/Fried Kurkuri Bhindi/Aloo Capsicum/Stuffed Capsicum/Aloo Gobi Methi/Bharva Bhindi/Tindora Fry/Besan Mirchi/Soya Chunk Masala/Besanwali Bbindi/Roasted Cauliflower/Baingan Bharta/Tawa Paneer</p> <p>i) Curd/ Raita - Daily</p> <p>j) Gujrati Kadi/ Punjabi Kadi/ Maharashtra Kadi / Dahi Vada – Any one daily</p> <p>k) Any two fresh fruits (Except Banana) - Daily</p> <p>l) Starter – Veg Manchurian/Paneer Chilly/ Chilly Mushroom/Veg Crispy/Pav Bhaji/ Dhokala/ Khaman/ Bhajia (Aloo & Chilly - Both)/Gobi Manturian/Gobi Chilly/Baby Corn/Mushroom Manchurian/Paneer 65/Veg Lollipop/Veg Pakoda/Harabhara Kabab/Aloo Tikki/Paneer Roll/Paneer Tikka Dry</p> <p>m) Dessert - Gulab Jamun/ Rasmalai/ Fruit Cream/ Ice Cream/ Rasgulla/ Gajar Halwa/ Moong Dal Halwa/ Kheer/ Sewian</p>	<p>Please don't quote any rates in the technical bid.</p>
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5	Afternoon Tea/Coffee with Biscuits	Please don't quote any rates in the technical bid.
6	Evening Tea/Coffee & Snacks Samosas (2)/ Mix Veg. pakoras (100gms)/Dhokla (3)/ Dal Kachori (2)/ Chiwada with less oil fried / Veg cutlets (2)/ Chat Papdi/ Bread pakoda (2)/ Dahi Chat Papri - one plate or minimum 6 pieces/ Oats Upma/ Poha/ Upma/ Bambino Upma/ Sandwich (Mutter Masala), etc. Ketchup/ chutney to be provided (or other items as in breakfast menu)	Please don't quote any rates in the technical bid.
7	Dinner (As in Lunch)	Please don't quote any rates in the technical bid.
	SUB TOTAL (A)	Please don't quote any rates in the technical bid.
8	High Tea* Dip tea/ Green Tea/ Coffee/ Juice/Detox Water One sweet (Gulab Jamun/ Kala Jamun/ Rasgula/ Pastry/ any other such item. Cheese Sandwich (2 pcs), Roasted Cashew or Almonds (50 gm), Cookies One snack (paneer pakora/ samosa/ assorted pakoras/ any other such item) Ketchup/chutney to be provided. (*Contractor will be informed by the Apex Academy authorities items that are required to be served, on special occasions and on prior order.)	Please don't quote any rates in the technical bid.
9	Tea/Coffee/Green Tea/Lemon Tea/Lime Water 150 ml	Please don't quote any rates in the technical bid.
	SUB TOTAL (B)	Please don't quote any rates in the technical bid.



➤ **Food Items mentioned from no. 1 to no. 7 to be served everyday on mandatory basis**

Note:

1. While quoting the price, the company/firm must ensure that minimum wages as per existing Labour Law has been taken into consideration as Officers from the Labour Department visit the establishment from time to time. The bidders are advised to consider the manpower required to manage the contract while quoting their rates. The bidders should quote rate in the financial bid considering statutory increase in Minimum Wages and Variable Dearness Allowance (VDA) and also Bonus, Gratuity, Over-time as applicable from time to time.

2. While quoting price, the company/firm must not quote unusually low prices as that may result in disqualification from the price bid. In such cases, the decision of the Selection Committee will be deemed final.

3. Every floor in the Baroda Apex Academy building must have at least one dedicated servers (or more as per requirement) who would serve tea/coffee/snacks to Participants, Guests, Executives & staff members as and when required. The approximate number of staff members at Apex Academy building is 50 including Executives.

Any deficiency in service at the Canteen due to deployment of insufficient personnel / Manager shall lead to penal action including termination of contract.

4. Brands to be Used:

All the raw materials, packaged food items and Masalas (Spices) used in the preparation of food shall conform to Food Quality specifications and should be FSSAI/AGMARK/ISI certified, wherever applicable and/ or as per quality/brand to be approved by the Bank. All packed items should with validity period, if any expired period item is found or used by the contractor in canteen for preparing the food and served to any member inside the bank premises then the contractor shall lead to penal action including termination of contract.

Illustrative (but not exhaustive) quality brands of some of the products to be used by the contractor are specified as under:

Item	Brand
Tea	Girnar/Bagh Bakri/ Lipton/Society/Tata
Coffee	Nescafe/ Bru
Butter	Amul / Mother Dairy
Milk	Standardized full cream in poly-pack of reputed/recognized manufacturer like Amul Gold, Mother Dairy, Mahananda, Nandini
Cooking Oil	Gemini/ Sunlight/ Saffola/ Fortune – Sunflower/Groundnut/Mustered Oil
Aataa (Flour)/ Suji/ Besan/ Maida	Ashirwad/Shakti Bhog/ Patanjali/ Pillsbury
Rice	Premium quality Basmati Rice (full grain) of Kohinoor / Lal Quilla /Daawat/India Gate
Spices	Certified by FSSAI / ISI /AGMARK etc. having branch MDH/Everest/Patanjali
Vegetables	All fresh green seasonal vegetables of good quality
Chicken	Fresh Broiler/Desi weighing minimum 800 gms each approximately
Fish	Fresh and good quality
Egg	'A' quality (big size)



Biscuits	Parle/ Britannia / Sunfeast/ Hide & Seek
Ice Cream	Amul/Mother Diary/Havmor

4. All the raw materials other than above shall be of best quality and same will be monitored strictly. All materials required by the Contractor for preparation of food, meals, tea, coffee, other beverages and snacks etc. will be procured by the Contractor at their cost.
5. All the components namely raw materials, transportation, preparation charges, employee's salary, labour charges, services such as cleaning, maintenance, etc to be manage by the contractor.
6. The contractor shall provide snacks and beverages to the participating members of various meetings conducted in Conference Rooms/Executive Cabins/other Meeting Rooms as and when required.
7. Special Lunch is to be provided at the Canteen on special occasions as instructed by the Bank. The contractor may be required to serve additional food, beverages etc. for staff/guests of the bank on intimation basis.
8. If Tea/Coffee/Juice is served in paper cups/glasses, charges of paper cups/glasses shall be borne by the vendor.
9. **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 and suitable disciplinary action will be initiated against the defaulting canteen contractor/employees. Repeated penalties will result into the termination of the contract.
10. **Quantity Control:** If lesser quantity of raw-material has been used than the reasonably prescribed limit by the Managing Committee/Bank, penalty will be imposed as mentioned in 3.7 Penalties clause and suitable disciplinary action will be initiated against the defaulting canteen contractor/employees. Repeated penalties will result into the termination of the contract.

Date:
Place:

Signature of Applicant with Seal



Declaration by the Bidder

I/We solemnly hereby declare that:

- The firm/company is not involved in illegal activities or financial frauds. There are no cases with the Police/ Court/ Regulatory authorities against the bidder.
- The firm/company has not been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
- The firm/company has not been suspended / delisted / blacklisted by any organization including any Office of Bank of Baroda, on any grounds.
- The firm/company has not rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The firm/company shall give details of all disputes it had with its clients and furnish the status thereof.

Signature of the authorized person: _____

Name of the signatory: (_____)

(In block capital letters)

Status of the signatory i.e. proprietor / partner/director: _____

Date: _____



Annexure A
Financial Information of the Bidder

a. Bank Details:

- Name of the Banker of the Bidder:
- Name of Branch with Address:
- Contact Person in Bank:
- Contact Details:
- Type of Account:
- Account Number:
- IFS Code:
- Whether Credit/Overdraft Facility Availed:
- Period of Banking Relationship:

b. Details of Chartered Accountant:

- Name:
- Address:
- Registration Details:
- Contact Number:
- E-Mail Address:

c. Financial Analysis:

Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last Five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

Sr. No.	Particulars	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
i.	Gross Annual Turnover in Catering Services					
ii.	Profit/Loss					
iii.	Financial Position					
	• Cash					
	• Current Assets					
	• Current Liabilities					
	• Working Capital (b-c)					
	• Current Ratio					
	• Acid Test Ratio (Quick Assets/Current Liabilities (a/c))					

34. Solvency certificate from Bankers (Schedule Bank) of Applicant

35. Financial arrangements for carrying out the proposed work

Signature of Chartered Accountant with seal

Signature of Applicant with Seal



Annexure B

Profile of the Bidder – Experience - List of similar works being executed/completed by the Bidder during the last 7 years

(Value of Works not less than Rs. 90.00 Lakhs, supporting certificates from respective organizations to be submitted)

Sr. No.	Name & Address of the organization for whom the work is being/ has been executed	Name/s of contact person/s from the Organizations and their telephone no.	Scope/ Nature of Work	Maximum Number of Persons catered/day	Value of the work executed (in INR)	Duration of the Contract
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Signature of Applicant with Seal



Annexure C
Client's Certificate Regarding Performance of Contractor/Bidder

Name & address of the Client _____

Details of Works executed by M/s _____

Sr. No.	Description	To be filled /approved by the Client
1.	Name of work with brief particulars	
2.	Agreement No. and date	
3.	Agreement amount	
4.	Duration of work	
5.	Details of compensation levied for deficiency in service (indicate amount) if any	
6.	Name and address of the authority under whom works executed	
7.	Comments on the capabilities of the Contractor Excellent/Very Good/ Good/ /Poor	Excellent/Very Good/ Good/ /Poor
	• Hygiene	
	• Quality of raw materials used	
	• Mobilization of manpower	
	• General behaviour	

Signature with Office seal: _____

Name (In Block Letters): _____

Designation: _____

Date: _____



Annexure D

Details of Key Technical & Administrative Personnel Employed in the Organization

Sr. No.	Name & Aadhaar No.	Designation	EPF & ESIC No.	Educational Qualification	Professional Experience	Length of Continuous Service with Employer in Years

Note:

- ♣ Details of Technical personnel shall be provided qualification-wise
- ♣ Organization chart of the company, additional information about Technical and administrative personnel, if any, may be submitted on separate sheet

Signature of Applicant with Seal



Annexure E
Draft Format of Bank Guarantee in Lieu of Security Deposit

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

B.G. No. _____

Value ₹ _____

Date: _____

To The

Bank of Baroda,

.....

Madam/Dear Sir,

Bank Guarantee of INR.

Towards Security Deposit For Providing Catering

Services at Bank Of Baroda's- Baroda Apex Academy Ahmedabad

WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered into contract (for providing Catering Services for) with Bank of Baroda as mentioned vide letter no..... datedand the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" the Contractor has now agreed to produce a Bank Guarantee amounting to 5% of the annual contract value less earnest money deposit of ₹..... (Rupees only), to Bank of Baroda for performing their part of the contract obligations.

AND WHEREAS in terms of said contract, the contractor is required to furnish to Bank of Baroda a Guarantee of a Scheduled Commercial Bank for a value of ₹..... to be valid up to (date). AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a Performance Bank guarantee in favour of Bank of Baroda and Guarantees in the manner hereinafter appearing. In consideration of the premise, we (name of Bank and its branch) having our office at (address) here after called the "Guarantor" (which expression shall include it successors and assigns) hereby expressly, irrevocably & unreservedly undertaken and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between Bank of Baroda and the contractor, the Guarantor shall, on demand without demur and without reference to the contractor pay to State Bank of India immediately any sum claimed by Bank of Baroda under the said contract up to a maximum amount of ₹ (Rupeesonly).

In case the amount demanded by Bank of Baroda is not paid within 24 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of ₹...../- (Rupees only).

Such payment shall be notwithstanding any right the contractor may have directly against Bank of Baroda or any disputes raised by the Contractor with Bank of Baroda or any suits or proceedings pending in any competent court or before any arbitrator. Bank of Baroda's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor. The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between Bank of Baroda and the Contractor and or indulgence shown to the contractor by Bank of Baroda, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by Bank of Baroda in writing whichever is earlier.

This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of Bank of Baroda.

This guarantee shall not be affected by any change in the constitution of the contractor, by absorption



with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

In order to give effect to this guarantee Bank of Baroda will be entitled to act as if the Guarantor were the principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.

This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to Bank of Baroda of the amount hereby secured.

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to Bank of Baroda in respect of the said contract.

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of Bank of Baroda that the envelope was so posted shall be conclusive.

These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of ₹

This guarantee will remain valid up to unless a demand or claim under this guarantee is made in writing against us within three months from that date, i.e. on or before, the guarantor shall be discharged from all liability under the guarantee thereafter.

We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our bank and the undersigned has been duly authorized by the bank (bank issuing the Bank Guarantee) to execute this Guarantee Deed.

This Bank Guarantee shall be operative when accompanied with a separate advice of Bank Guarantee in message format sent by the Issuing Bank through SFMS platform and issued to the beneficiary.

Dated the

SIGNED AND DELIVERED For & on behalf of (the above-named bank)

For & on behalf of (Bankers Name & Seal)

(Signature/s with designation/s of signatories)

(Banker's seal)



Annexure F

Bid Security/Earnest Money Deposit (EMD) Letter

(To be submitted along in the envelope super scribed 'Technical Eligibility Documents')

1. WHEREAS, (hereinafter referred to as "Bidder") has submitted its proposal and response dated ... (hereinafter referred to as "Bid") for Providing Canteen Services at Staff Canteen & Executive Canteen of Baroda Apex Academy Ahmedabad where dry kitchen will be applicable as described in the Request for Proposal No. BCC:HRM:116/ dated _____ along with its amendments/Annexures and other ancillary documents (hereinafter referred to as "RFP") as issued by Bank of Baroda.

2. We having our registered office at (hereinafter called the 'BIDDER') are offering security deposit of Rs. _____/- (Rupees only) vide [online transfer/ demand draft / pay order / issued by a scheduled/ Commercial Bank] bearing No. dated [drawn on/ issued by] (enclosed) (hereinafter referred to as "Bid Security") favouring 'Bank of Baroda' for consideration of the Bid of the above mentioned Bidder. For online transfer, UTR No and details of transaction to be submitted.

3. The Bidder specifically acknowledges and agrees that the Bidder has furnished his Bid on the understanding and condition that, if the Bidder:

a) Withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Documents or
b) Having been notified of the acceptance of its Bid by Bank of Baroda during the period of validity:

i. Fails or refuses to execute the contract form if required; or

ii. Fails or refuses to furnish the Performance Security, in accordance with the instruction to Bidders.

Bank of Baroda has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Bidder.

4. The Bid Security shall be returned to unsuccessful Bidders within 30 days from the date of the award of contract. In case of a successful bidder. The Bid Security shall be returned to the successful Bidder upon furnishing of Performance Security.

5. The Bidder undertakes that it will not cancel the Bid Security referred to above till the Bidder is returned the Bid Security from Bank of Baroda in accordance with the foregoing conditions.

6. The Bidder represents and warrants that the Bidder has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Bid Security and perform its obligations hereunder, and the Bidder has taken all corporate, legal and other actions necessary or advisable to authorize the execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Bidder to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Bidder under this Bid Security.

Dated this.....day of.....

Place:

Date:

Seal and signature of the Bidder



Annexure G Pre-Bid Queries Form

(Please note that all pre-bid queries need to be send by email in excel format only)

[You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Terms & Conditions, EMD/Performance Guarantee etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Subject: - Pre-bid query with respect to Providing Catering Services at Staff Canteen & Executive Canteen of Baroda Apex Academy Ahmedabad where dry kitchen will be applicable.

Name of the Respondent:

RFP name and no:

Contact Person from Respondent in case of need.

Name:

Tel No:

E-Mail ID:

Sr. No.	Page	Point/Section	Category (Eligibility/Scope of Work/Evaluation Matrix/Terms & Conditions etc.	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1.					
2.					
3.					
4.					
5.					

Authorized Signatory Name:

Designation:

Bidder's Corporate Name:

Address:

Email and Phone:

Date:



Annexure H

Draft Indemnity Bond Format

(Site specific format shall be approved by the Bank prior to its execution)

THIS DEED OF INDEMNITY BOND executed at Ahmedabad on this day of month of year Two Thousand and (20....) by M/sduly represented by proprietor / one of its partners / directors Shri / Smt / Miss, aged years, son of Shri, residing at (hereinafter referred to as "the Contractor")

In favour of Bank of Baroda, having its Corporate Office at Bandra Kurla Complex, Mumbai.

Whereas Bank of Baroda has invited open bid tenders from the contractors for Tender for Providing Catering Services at

The Contractor has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by Bank of Baroda vide their letter

And whereas as per tender documents, the Contractor must enter into a Contract Agreement with Bank of Baroda and execute an Indemnity Bond before starting the work. The Contractor has entered into Contract Agreement with Bank of Baroda on (hereinafter referred to as "the Contract").

In consideration of Bank of Baroda having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep Bank of Baroda harmless from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which Contractor shall be solely responsible.

Further, Contactor hereby indemnifies and keep Bank of Baroda indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by Bank of Baroda on account of breach of the terms and conditions of the Contract by the Contractor.

Signature of Contractor with seal



Annexure I

PRE-CONTRACT INTEGRITY PACT (TO BE STAMPED AS AN AGREEMENT)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month, 2024, between, on one hand,

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as "BOB"; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns);

and.....hereinafter referred to as "The Bidder/Bidder"

Preamble

BOB is a one of the nationalized PSU Banks having its presence through its _____ number of branches and _____ administrative offices throughout India and _____ overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsource service providers.

BOB intends to appoint/ select, under laid down organizational procedures, contract/ s for BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder and / or Bidder(s).

In order to achieve these goals, BOB will appoint Independent External Monitors (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of BOB

1. BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of BOB, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.

b. BOB will, during the tender process treat all Bidder(s) with equity and reason. BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution. c. BOB will make endeavour to exclude from the selection process all known prejudiced persons.

2. If BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if BOB has any suspicion in this regard, BOB will inform the Chief Vigilance Officer and in addition can initiated disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Bidder(s)

The Bidder(s) / Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s) / Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship,



regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Bidders(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) /Bidders(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Bidder(s). 6-7}

e. The Bidder(s) / Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) / Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

g. The Bidder(s) / Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason (pagenos.8-17).

Section 4 - Compensation for Damages

(1) If BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If BOB has terminated the contract according to Section 3, or if BOB is entitled to terminate the contract according to Section 3, BOB shall be entitled to demand and recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidder/ Bidders/ SubBidders

(1) BOB will enter into agreements with identical conditions as this one with all Bidders and Bidders.

(2) BOB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder/ Bidder(s)

If BOB obtains knowledge of conduct of a Bidder, Bidders or of an employee or a representative or an associate of a Bidder, Bidders which constitutes corruption, or if the BOB has substantive suspicion in this regard, BOB will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) BOB has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Name: Shri Umesh Kumar - umeshkumar84@rediffmail.com

Dr. Sandeep Tripathi- sandeeptrip.ifs@gmail.com

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the



Bidders/Bidders as confidential.

(3) The Bidder(s) / Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Bidder(s) / Sub-Bidder(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.

(5) BOB 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 BOB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to BOB officials within 15 days from the date of reference or intimation to him by BOB and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to BOB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 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.

Section 10 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the bidder's exclusion from future business dealings. If any claims are made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by BOB.

Section 11 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Baroda Apex Academy Ahmedabad

(2) Changes and supplements as well as termination notices need to be made in writing.



Annexure J

Service Level and Non -Disclosure Agreement format

This Agreement is made in Ahmedbad this..... Day of 20... by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “Bank” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

_____, a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at _____, hereinafter referred to as “the Service Provider” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(Bank and the Service Provider hereinafter are individually referred to as “Party” and collectively as “Parties”)

WHEREAS

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 9500+ branches in India and 100+ branches/ offices overseas including branches of our subsidiaries, distributed in 25 countries. Bank desires to select a Service Provider for Providing Catering Services at Staff Canteen and Executive Canteen of Baroda Apex Academy Ahmedabad where dry kitchen will be applicable.

In response to RFP no ----- dated ----- issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business of providing Catering Services. It further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to Bank. Relying on representations of Service Provider and other applicable criteria, Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly, Bank has issued a -----

It was a condition in the RFP that the Parties would enter into a Service Level and Non-Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. DEFINITIONS

The “Bank” means “Bank of Baroda”

“Contractor”/“Service Provider” means the person or persons, firm or company or Co-operative Society whose tender has been accepted and contract has been awarded by the Bank and include the contractors legal heirs, his successor and permitted assignee.



“Authorized Representative” means the person/s designated as such by the Bank and include the persons who are expressly authorized by the Bank to act for and on their behalf for operation of the contract / inspection of the canteen.

“Contract” means if there is formal agreement, that agreement, the terms and conditions of the tender, the rates of items signed and submitted by the contractor to the Bank and accepted by the Bank in writing and also any subsequent documents agreed between the Bank and the contractor after the opening of the tender.

Words imputing persons include firm and corporations, words imputing the singular only, include the plural and vice versa, where the context so required.

2. TERM

This Agreement shall come into force on _____ and shall be in force and effect for a period of one year subject to its renewal maximum for two similar terms on expiry of the current contract period, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

3. SCOPE OF SERVICE

The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Point No. 3- Scope of Work of this Agreement. Bank reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

The contractor shall:

- a. Ensure submission of police verification certificates for all the personnel deployed in the Bank's premises.
- b. Ensure that he deploys trained and competent persons who are physically fit (i.e. between age 18 year to 50 years for workmen and up to age of 55 year for supervisor) and are not suffering from any chronic or contagious diseases for carrying out the works.
- c. Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the Bank / employer under the agreement.
- d. The Contractor shall ensure timely payment of wages/salary to the persons employed by him directly in their Bank accounts or through account payee cheques and a certificate to the effect that the salaries/wages are being paid regularly shall be furnished to the Employer every month. Further, the Contractor shall furnish a certificate every month to the effect that all the obligations under the various Labour Laws and the Contract Labour (Regulation and Abolition) Act, 1970, are complied with, by him.
- e. Ensure that all persons employed by him, for the purpose of rendering the services required by the Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be solely responsible for any injury or damages to any persons, animals or any other things.
- f. Ensure that his employees, while in the premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety,



good behaviour and general discipline laid down by the Bank or its authorized agents and the Bank/ employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.

- g. Personally, and exclusively supervise the work of his employees to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
- h. Ensure that no employees of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and necessary for fulfilling contractor's obligations.
- i. Be liable for any damages/losses caused to the Bank by way of damages to the Bank's premises or any part thereof or to any fixtures or fittings thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents
- j. Supply and provide identity cards to his / her employees or agents who shall be doing the subject job at the Bank's premises at their own cost. All the employees and agents should always bear the identity card, while they are working in the Bank's premises.
- k. The Contractor agrees and undertakes that they will make it clear to all persons employed/engaged by them to perform the obligations under this agreement that they are employees of the Contractor and that they shall have no claim against the Employer and the Employer shall not be liable to pay wages, salary or any other type of compensation to execute the contract or provide any other statutory benefits under the Labour Law and/or any other legislation and the Contractor shall be solely responsible for providing all such amenities to their employees admissible under the relevant Law/Rules/Service conditions.
- l. The Contractor shall obtain license, if any, required under the Maharashtra State Government Law or Central Government Law as applicable in case of the services covered under this contract.
- m. Wherever warranted, as per the Scope of work, the Contractor shall provide skilled workmen staff having appropriate and valid licenses.

The Contractor would follow and agree to all the terms and conditions mentioned in Point No. 16-General Terms & Conditions of this RFP.

4. STANDARDS

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

5. TERMINATION

- (a) Without prejudice to what is contained hereinabove, the Bank shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason(s) and without payment of any compensation, if:
 - (i) In the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
 - (ii) The contractor commits a breach of any terms and conditions of this agreement and /or
 - (iii) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
 - (iv) There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the bank to such variation.
- (b) In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.



Effect of Termination:

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, all the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Agreement:

- The rights granted to Service Provider shall immediately terminate.
- The Service Provider shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- In the event that this Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

6. STAMP DUTY:

The contractor shall bear all the expenses pertaining to execution of the agreement, including the stamp duty and the registration charges. The Original copy of the agreement shall be retained by the Bank on the original of this agreement, which shall be executed in duplicate, and the Bank shall retain the original and the contractor shall be provided with a Certified / Notarised copy for their record.

7. SINGLE POINT OF CONTACT & DIRECT SUPPORT

The Contractor may contact the following personnel from Bank for any doubts/issues regarding the Agreement:

Name: Mr. Amol Jichkar
Designation: Chief Manager (Admin)
Contact Number: 9623299777
E-Mail ID: sc.ahmedabad@bankofbaroda.com

If the Contractor wishes to escalate any issue regarding the RFP, then the same can be done by contacting the following Executive of the Bank:

Name: Mr. Sunil Sinha
Designation: Head- Apex Academy
E-mail ID: sc.ahmedabad@bankofbaroda.com

8. PAYMENT TERMS

The Contractor who is awarded the contract shall submit the bills for the services rendered only at the end of each week, i.e. every completed week to the Bank. After scrutiny of the bills by the Bank and having satisfied themselves payment of all statutory obligations by the contractor, payment of the bills shall be done within one week.



TDS and/or other taxes, if applicable, will be deducted by the Bank at the time of payment of invoices. The Bank shall not be liable for payment of any interest on any bill outstanding for payment.

9. SET-OFF

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

The provisions of this Clause shall survive the termination of this Agreement.

10. COVENANTS OF THE SERVICE PROVIDER

The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BANK:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BANK be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.

The Service Provider:

- i. shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- ii. shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- iii. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.
- v. shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.



- vii. shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- viii. shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.
- ix. shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- x. shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
- xi. shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.
- xii. Service Provider shall comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.

11. CONFIDENTIALITY

The Service Provider acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the Service Provider shall treat as confidential.

- a. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.
- b. Service Provider shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of Service Provider.
- c. Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- d. Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates.
- e. Service Provider shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- f. Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily



required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However, the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure;
- iii. Was disclosed or parted with the prior consent of BOB;
- iv. Was acquired by Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.
 - The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
 - In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

Notwithstanding above, BOB shall take all the reasonable care to protect all the confidential information of service provider delivered to BOB while performing of the services.

The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank.

12. INDEMNITY

The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank out of any mishaps occurring at the workplace due to non-adherence to safety codes, not following the standard work procedures and for violating rules and regulations or arising out of the performance of the services under the Agreement for which the contractor shall be solely responsible.

In case of any damage to property by the contractor, Bank shall have the right to recover the cost of such damages from payments due to the contractor and decision of the Bank shall be binding on the contractor.

In the event of any damage to the loose furniture, interiors, computers, and such other equipment or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the contractor.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of the Bank after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized Bank's official, the Bank shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by the Bank.

Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of Bank.



13. PROPERTY RIGHTS

Each Party owns and retains all rights, title, and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

14. PERFORMANCE GUARANTEE

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs - -----/- (Rupees ____ Only) in favour of BOB from any Public Sector Bank other than Bank of Baroda as acceptable to BOB towards due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of ____ months with additional claim period of three months after expiry of validity period.

15. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

16. LAW, JURISDICTION AND DISPUTE RESOLUTION

This Agreement shall be governed and construed and enforced in accordance with the laws of India. Both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Ahmedabad shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

ARBITRATION

- a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project manager/director and Service Provider project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Service Provider and Bank respectively.
- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of



arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.

- e) The place of arbitration shall be Ahmedabad. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.
- f) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

17. AUDIT

All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

18. LIMITATION OF LIABILITY

Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

Under no circumstances BOB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.

19. PUBLICITY

Any publicity by the Service Provider in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

20. INDEPENDENT ARRANGEMENT



If to the

Address _____

ATTN: _____

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP _____, offer document and Purchase Order etc, and this Agreement the terms hereof shall prevail.

Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

This Agreement may be signed in duplicate, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

For Bank of Baroda

For

Name:

Name:

Designation:

Designation:

Witness 1 :

Witness 1 :

Witness 2 :

Witness 2 :