

BANK OF MAHARASHTRA LOKMNAGAL, 1501, SHIVAJINAGAR, PUNE-411 005.

(Tender No. AX1/CSD/20/2022-23)

REQUEST FOR PROPOSAL FOR RUNNING OFFICE CAFETERIA AT BANK OF MAHRASHTRA, HEAD OFFICE, LOKMANGAL, SHIVAJINAGAR, PUNE

TENDER ISSUED TO: -

NAME OF THE CATERER: -	
ADDRESS: -	
DATE OF ISSUE OF TENDER: -	FROM 11 th AUGUST 2022
DATE OF PREBID MEETING: -	ON 17 th AUGUST 2022 AT 11:30 A.M
DATE OF SUBMISSION OF TENDER: -	ON OR BEFORE 29 th August 2022 UPTO 03:30 P.M.
DATE OF OPENING OF TECHNICAL BID -	ON 29 th August 2022 AT 4:00 P.M.

INDEX

PART I

Sr. N.	Particulars	Page Nos.
А	Copy of Tender Notice	3
В	Form of Tender	4
С	General Conditions	6
D	Special Conditions	16
E	Pre-Qualification Criteria	21
F	Selection Process	22
G	Caterers Obligations	24

PART II- Price Bid

1	Technical Bid	25
07	Price Bid –List of items to be served	27

A) NOTICE INVITING TENDER

BANK OF MAHARASHTRA Corporate Services Department, Head Office, Lokmangal, 1501, Shivajinagar, Pune 411 005 invites two bid sealed tenders from the caterers who are providing services to reputed Govt. Organizations/ Institutions/universities/Reputed companies for providing canteen at Bank of Maharashtra Lokmangal 1501 Shivajinagar Pune 411005. The contract will be for a period of 1 year, subject to further 2 renewals on yearly basis subject to satisfactory performance of service provider

- 1. Tenders can be downloaded from <u>www.bankofmaharashtra.com</u>.It shall be responsibility of the bidder to arrange and ensure that all pages of tender are properly bound , tenders in loose pages shall be disqualified.
- 2. The late tenders shall be rejected including postal /courier delays Tender specifications dully filled in signed and sealed should be addressed and submitted to AGM Corporate Services Department, 1st floor, Corporate Services Department, Lokmangal, Bank of Maharashtra, Pune 411005. The bids shall be dropped in the tender box kept at reception area of Lokmangal building
- 3. Cost of Tender Form: Rs. 500/- (Rs. Five Hundred only-non-refundable) to be paid in the form of Demand Draft /PO favoring 'Bank of Maharashtra" payable at Pune.
- 4. Date of Issue of Application Form 11.08.2022
- 5. Last date of submitting the Application form: 29th August 2022 up to 3.30 p.m. at Head Office, Bank of Maharashtra, Lokmangal, Shivajinagar, Pune.
- 6. Sealed Application along with detailed profile of the firm should be submitted in sealed envelope, super scribing the work / purpose "Application for Running Office Cafeteria At Bank Of Maharashtra, Head Office, Lokmangal, Shivajinagar, Pune" along with DD / PO for Rs.500/- as tender fee and EMD of Rs 25,000/- in favour of 'Bank of Maharashtra' payable at Pune being application money in a separate envelope. (Please write name of the applicant on the reverse side of demand draft).
- 7. There should be 03 sealed envelopes. Envelope -1 for Demand drafts of application fee Rs.500, EMD of Rs 25,000/- , Envelope -2 for Technical bid containing application form, proforma and supporting documents and Envelope 3 for Price Bid. All three envelopes be put in a common big envelope. The technical and price bids shall be signed by the bidder on all pages including the additional documents submitted as attachments.
- 8. Bank of Maharashtra at its sole discretion reserves the right to reject any or all applications without assigning any reason whatsoever and at any stage.

Place : Pune Date : 11.08.2022 Assistant General Manager Corporate Services

B) FORM OF TENDER

The Asstt. General Manager 1st Floor Bank of Maharashtra Lokmangal 1501 Shivajinagar Pune 411005.

Dear Sir,

Request for proposal for running office cafeteria at Bank of Maharashtra Lokmangal Head Office Pune 411005.

With reference to the tender invited by Bank of Maharashtra for the captioned subject work:

- I/we the undersigned have carefully gone through and clearly understood, after visiting the site, tender documents comprising of the tender form, Notice of Tender, Scope of Work, Specifications, Terms and Conditions and Price Bid.
- 2. I/we hereby offer to execute the work is specified in the said Memorandum within the time specified, at the rates mentioned in the financial/Price Bid and in accordance with all respects of the tender and with such cars as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.
- 3. I/we do here by undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates quoted
- 5. I/We further agree to provide catering services within 30 days from the date of issue of work order.

Memorandum

- Description of Work: Tender for running office Cafeteria at Bank of Maharashtra Lokmangal Head Office Pune 411005
- ii. Period of Contract: I year from the date of commencement which shall be extended for next 2 consecutive year subject to satisfactory performance.

We understand that the time for completion shown above shall be reckoned from the date of commencement of the work.

Should this tender be accepted, I/we hereby agree to abide by and fulfill the term and conditions of the tender annexed hereto so far as they may be applicable or in default thereof, to forfeit the EMD and pay to the Bank of Maharashtra, the amount mentioned in the said tender conditions.

The names of partners of our firm

Are

1. 2.

Name of the partner of the firm Authorized to Sign Or Name or person having power of Attorney to sign the contract

(Certified copy of the Power of Attorney Should be attached)

Sd/-Assistant General Manager, Corporate Services Department Head Office, Pune

C): GENERAL CONDITIONS

Definitions

The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between Bank of Maharashtra and the caterer to gather with the documents referred to therein including these conditions and other instructions issued by the employer from time to time and all these conditions documents taken together, shall be deemed to form one contract and shall be complementary to one another.

Employer/Bank means Bank of Maharashtra (BOM) having its Head Office at Lokmangal Shivajinagar Pune 411005.

Competent Authority means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.

Bidder/Caterer means the firm, company or person engaged by the Bank to carry out catering the work or service. It shall also include their legal representative(s) successors or assigns.

Works or work means the work(s) described in the scope of work and or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the caterer hereunder and work to be done by the caterer under the contract.

Language; the language in which the contract documents shall be drawn shall be English.

1. Scope of Work

Bank of Maharashtra proposes to run office cafeteria at Lokmangal Head Office Pune 411005. Office cafeteria includes providing catering services through two kitchens (Executive Pantry and General Kitchen) located in the Head Office Premises. The caterer has to run both kitchens for catering to Bank's Executives and Staff (Approximately 600 people). Caterer to note that Executive Pantry is only for providing catering services only for the Bank's Executives and General Kitchen for all Bank's Staff. Caterer shall ensure two separate teams (Inclusive of Chef, Helping Kitchen Staff, Serving Staff and Housekeeping) for both kitchens. Caterer shall ensure staff availability as per the scope of work at both kitchens and for prompt serving of food as per orders.

Bank will provide only necessary infrastructure which is inclusive of kitchen hardware, appliances, utensils required for cooking only. Cutlery, plates, spoons, cups, Water jugs and Glasses shall be arranged by the caterer only. Other consumables including Cooking gas, Vegetables, groceries, Housekeeping material is in the scope of Caterer. Separate Crockery and Plates will be provided by Bank for Executive Lounge for serving of Food and Beverages to Executives. Caterer shall be responsible for the inventory management provided by Bank.

Caterer shall maintain Bank's appliances and infrastructure properly and ensure housekeeping of dining areas. A part from the above the scope of work of the caterer also include

- Providing necessary uniform to serving and maintenance staff as per color code informed by Bank.
- Housekeeping of entire dining and kitchen premises regularly.
- Kitchen to be cleaned from oil stains, Ben marie counters to be maintained, Kitchen Furniture and appliances to be cleaned at least on a weekly basis generally or for every three days in case of extensive use of kitchen during special occasions.
- Display Board of weekly/ Daily menu (As decided by committee).
- Cleaning of Utensils, Plates, spoons, cups and other serving material as per standard hygiene practices.
- Proper segregation of daily Wet and Dry Waste and disposal of the same from the premises on daily basis as per PMC norms.

Name of Work	Request for Proposal for running office canteen at Bank		
	of Maharashtra Head Office Pune 411005		
Tender Fee	Rs. 500/- (Rupees Five Hundred Only) nonrefundable to		
(Nonrefundable)	be deposited at "Amount to be paid only through DD in		
	favour of Bank of Maharashtra payable at Pune		
Earnest Money	DD of Rs. 25,000.00 (Rupees Twenty Five Thousand		
Deposit (EMD)	Only) as EMD submitted in favour of "Bank of		
	Maharashtra" payable Pune along with technical bid		
	envelope which shall be converted into Security Deposit		
	for successful caterer, whose tender is accepted. EMD		
	and Tender fee is waived for caterer having MSME		
	registration certificate. Necessary documents has to be		
	attached along with the tender document.		
Performance Security	The successful caterer whose tender is accepted by the		
Deposit (PSD)	Bank shall be bound to deposit a sum equivalent to Rs.		
	50,000/- (Fifty Thousand Rupees Only) including EMD as		
	Performance Security Deposit (SD) in the form of		
	banker's Cheque /DD issued by any		
	Nationalized/Scheduled Bank favouring "Bank of		
	Maharashtra" payable at Pune or Bank Guarantee of Rs.		
	50,000/- (Fifty Thousand Rupees Only) from Public		
	Sector Bank.		
	Tender Fee (Nonrefundable) Earnest Money Deposit (EMD)		

2. Other details of the tender are as under:

5	Date for downloading	From 11.08.2022 in Bank's
	of Tender Document	Website https://www.bankofmaharashtra.com.
6	Pre-Bid Meeting	At 11:30 AM on 17.08.2022 at address mentioned
		hereinafter. Queries can be submitted on emails or
		through letter will not be accepted
7	Date of clarifications	Any Corrigendum/Addenda Will be uploaded in Banks
	on the Bidder's	website.
	queries at Head	
	Office	
8	Last date & time for	Up to 03:30 PM on 29.08.2022
	submission of	Note: It is sole responsibility of the bidder to ensure
	Technical and Online	submission of their bid by stipulated date and time at
	Price bid along with	specified address. Bank of Maharashtra shall not
	EMD, cost of tender	entertain bids received late due to any delay on account
	document cum	of delivery by the courier agency/speed post or any
	processing Fee and	other mode for the reasons whatsoever.
	other documents as	
	specified in the	Tenders received without EMD and Tender Processing
	tender.	Fee shall be summarily rejected. The tender document
		shall remain with the Bank and will not be returned.
9	Address for	The Assistant General Manager,
	submission and	Corporate Services Department
	opening of Technical	Bank of Maharashtra,
	bid.	Head Office, Lokmangal, 1501, Shivajinagar
		Pune-411 005 Maharashtra
10	Date and Time of	4:00 PM on 29.08.2022 at above address
	Opening of Technical	
	Bid	
11	Date and Time of	Will be intimated to only technically qualified bidder.
	opening of <u>Price-Bid</u>	
12	Validity for Offer	3 (three) months from the date of opening of price bid
13	Contact details	For Technical queries:
		Mr. Sunil Dasari, Senior Manager, Corporate Services
		Department Head Office Dune
		Department, Head Office, Pune

- In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
- Tenders received without EMD and Non-Refundable Cost of Tender Documents shall be summarily rejected and such bidders **shall not be allowed** to participate in the tendering process.
- Bank of Maharashtra reserves their rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.
- Tenders can be downloaded from <u>www.bankofmaharashtra.com</u>. It shall be responsibility of the bidder to arrange and ensure that all pages of tender are properly bound Tenders in loose pages shall be disqualified.
- Conditional tenders shall be summarily rejected.
- This tender document is not transferable. Only the bidder, who purchased this tender is entitled to quote.
- The tender documents must be accompanied by Income Tax clearance certificate, GSTIN certificate, Bank Solvency Certificate indicating financial standing and experience certificate mentioning the establishments including the period where canteens have been /are being run. The caterer should have a license under the contract labour act 1970 as per the provision of the Act and also comply with all labour legislations like ESI, ACT, PF Act, Payment of wages Act, Minimum wages Act,
- The technical bid will contain only documents relating to eligibility criteria
- **Performance Security Deposit:** The successful bidder(s) will have to deposit performance security Rs. 50,000/- (balance of EMD) in the form of DD favoring Bank of Maharashtra payable at Pune. The performance security deposit shall be forfeited in case of any default on the part of the agency in not providing proper or satisfactory service. In this regard, the decision of competent authority shall be final and binding on the agency. The performance security deposit amount will be released to the agencies after successful completion of the contract period.
- The bidders should convey acceptance of the award of contract within 3 (three) days of receipt of the work order.
- The bidders should execute and commence the agreement within 7 days of the receipt of the work order. The cost of the Non Judicial Stamp paper for execution of agreement to be borne by Caterer.
- Interested operators are requested to read the following eligibility criteria along with terms and conditions for self-assessment and furnish the details in the enclosed technical bid format.

- The local address of the agency/firms, the name of the person to whom all the correspondence is to be addressed should be indicated, with telephone number (both office and residence), mobile and fax numbers and email address.
- Price bid shall be filed strictly typed one. Hand written price bids will be summarily rejected.
- The Percentage above/below the pre quoted rates should be typed in figures and in words, in case of any difference the percentage quoted in words will be considered and shall be binding on the tenderer.
- In quoting percent rates, the tendered are advised to take into account all factors including any fluctuation in market rates. No claim for <u>enhanced rates</u> will be entertained on this account after acceptance of the tender before six months. In case of heavy rise in consumables and vegetable prices, designated committee of Bank may consider the request raised by the caterer. The decision of the Bank shall be binding on the bidder in this regard till the completion of the contract period.
- After this period (If the contract is extended) if there are sufficient grounds for revision, upward or downward, the same shall be negotiated with the canteen committee. The revision will be for one-year duration.
- No employee of Bank of Maharashtra shall be engaged by the agency/firm during the course of hiring contract
- The agency has to maintain an attendance register of the persons employed and the same will be inspected daily by the Bank's Officer-in-charge
- No alteration or additions are to be made by the Agency/firms to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the Bank.
- If any bidder withdraws his tender before the said period or makes any modifications in the terms and conditions of the offer which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the EMD as aforesaid.
- All the parts of this tender documents i.e Tender Notice, Eligibility Criteria, General rules and Instructions of tenderers, offer letter, General conditions of contract, Annexure, technical specifications shall form a part of the contract document
- The caterer must ensure that the staff employed by him are medically fit and examined at his cost before their employment, through Banks doctor. Thereafter the caterer have to ensure that his staff are periodically examined at intervals specified by the Bank. The periodicity shall be for every 3 months.
- The caterer must ensure that his staff are scrupulously clean in their uniforms and cooks/stewards should wear cap and gloves at all times.
- The caterer will be held responsible for any misbehavior by his staff.

- It is the responsibility of the caterer to procure all raw materials viz rice, dal, vegetables, sugar, coffee/tea powder, wheat etc. of the best gradable quality from his own sources. The caterer should also purchase all masalas having Agmark trade mark or equivalent.
- The office will be following 6 days a week with 2nd and 4th Saturday off. Timings for serving lunch is between 13.00 pm to 15.00 pm. The caterer should ensure that the lunch is ready to serve well in time and is of required quantity and quality. However, canteen facilities should also be available at other times whenever required by the Bank, for which advance information will be given by the Bank.
- The caterer and all other employees will have no rights and privileges for employment or any other benefits in the Bank. In other words, the employees of the caterer will be exclusive responsibility of the caterer himself with no liability or responsibility of the Bank.
- The caterer and his employees shall be subject to verification of their character and antecedents by the Police, the cost of which shall be borne by the caterer. For security reasons, no caterer, or his employees shall be allowed to Bank premises if their character verification has not been cleared by the Police Department. The caterer shall submit documentary proof of such clearance to the bank
- The Service waiters are to be in clean and tidy uniform provided by the caterer. Shoes is compulsory which should be presentable and not worn out. Service waiter shall be using gloves while serving.
- Bidder/Caterer will obtain all the relevant and necessary licenses/permissions required to run the canteen at Lokmangal Head Office premises from the concerned depts., authorities/ municipal offices.

1	Electricity	Is provided by the Bank, free of cost.	
2	Water	Is provided by the Bank, free of cost.	
3	Furniture & fixtures	Table, Chair, Fan, Storage, etc. If any additional item	
		required same can be decided after mutual discussion, Is	
		provided by the Bank, free of cost.	
4	Utensils	All utensils required for cooking will be provided by Bank	
		Cutlery, Plates, Cups/Paper cups for tea and Coffee,	
		Water Jugs and Glasses are to be provided by the	
		Caterer only.	
		Separate Crockery and Plates will be provided by Bank	
		for Executive Lounge for serving of Food and Beverages	
		to Executives. Caterer shall be responsible for the	
		inventory management provided by Bank.	

• Facilities provided by the Bank to the Canteen Caterer

3. Labour Laws:

The caterer shall be solely responsible for payment of wages & other benefits & complying with all applicable laws, labour laws and rules & regulations & shall indemnify bank for any claim, loss or damage suffered by the bank. The caterers shall be solely responsible to comply with the provisions of Contract Act and Labour Act along with other applicable laws.

The safety of workers/employees of the caterer shall be sole responsibility of the caterer. No claim for damages for any type of injury/partial disability/death etc. shall be admissible against the Bank or any of its employees.

4. INDEMNITY & LIABILITY:

i. Caterer agrees to indemnify the Bank against all losses or claims in respect of any or all statutory / financial obligations arising out of any negligence or misconduct on the part of the worker howsoever and in whatsoever manner caused to the Bank. The Bank will not enter into any litigation whatsoever under any circumstances in respect of afore-stated statutory / financial obligations. Any litigation if so warranted /compelled will be conducted and pursued by the Bank at the cost of the Tenderer only.

ii. Caterer shall be responsible for all legal compliances prescribed by Government of India and the respective State Governments concerned which shall among others include law relating to Income Tax, Accidents, ESI, PF, Contract Labour (Abolition & Regulation) Act etc. Any breach of the applicable laws, rules and regulations would entitle the Bank to cancel the contract.

iii. Bidder/Caterer shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, including reasonable attorney fees), relating to or resulting directly or indirectly from

- a.. An act or omission of Caterer, its employees, its agents, in the performance of the Services provided by this contract,
- b. Breach of any of the terms of this agreement document or breach of any representation or warranty by caterer,
- c. Use of the allocated site and or facility provided by Caterer,

d. Infringement of any patent, trademarks, copyrights, Intellectual Property Rights, etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement.

e. Bidder/Caterer shall further indemnify the Bank against any loss or damage arising out of claims or infringement of third-party copyright, patents, or other intellectual property and third-party claims on the Bank for malfunctioning of the equipment providing facility to Banks equipment at all points of time.

f. Bidder/Caterer shall indemnify the Bank and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to error, misconduct, fraud, misbehavior or violations of any laws committed by Caterer or its employees/agents/persons employed by third parties.

g. This indemnification is only a remedy for the Bank. Caterer /partner is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities

5. Termination

The Bank may, without prejudice to any other remedy for breach of any provision set out in this RFP and subsequent service agreement/contract for the selected agency, may terminate the contract/agreement by one months' notice in the event of unsatisfactory performance or on breach of any stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the caterer, or the engagement is not in the interest of the Bank or the Bank no more requires any such service.

Other Grounds for Termination:

The Bank is entitled to terminate this contract/agreement for any reason at its absolute discretion forthwith without notice, without any reason and without payment of any compensation, in the following cases by giving one months' notice:

The vendor is adjudicated insolvent by a Competent Court or files for insolvency or if the hirer being a company is ordered to be wound up by a Court of competent jurisdiction.

If any charge sheet is filed by a competent authority of the Government against the Agency/Company, or the vendor is convicted by a criminal court on grounds of moral turpitude.

For any reason whatsoever, the caterer becomes disentitled in law to perform obligations under this agreement.

In the event of failure of the caterer to provide the services or part thereof, as mentioned in the agreement/tender document for any reasons whatsoever, the Bank shall be entitled to procure services from other sources and the caterer shall be liable to pay to the Bank, the difference of payments/excess payment made for such other services, besides damages for the period of failure in providing the services or part thereof.

In the event of Bank terminates the Contract, the Bank shall be entitled to procure services from other vendor/caterer as it deems appropriate, and the caterer shall be liable to compensate the Bank for loss if any suffered on account of difference in rates payable to him and to the alternate vendor/caterer.

In the event of termination of the contract for any reason whatsoever, the caterer/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

6. Dispute Resolution System

The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective parties, any disagreement or disputes arising between themselves under or in connection of the terms of the contract.

If after thirty days from the commencement of such negotiations between the authorised personnel designated by the Bank and the Bidder, the Bank and the Bidder have been unable to resolve contractual disputes amicably, either party may require that the disputes be referred for resolution through formal Arbitration.

Arbitration proceedings shall be conducted in Pune. Language of the Arbitration shall be in English. All the disputes and differences arising between the parties hereto including any dispute or difference in regard to the interpretation of any provision or term or the meaning thereof or in this regard to any claim of Bank against the other party or in regard to the rights and obligations of Bank hereto under this RFP or otherwise howsoever shall be referred to Sole Arbitrator by the Bank and such Arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, as amended time to time. The expenses of Arbitrator shall be final and binding on both the parties.

7. Confidentiality Clause

Confidential Information shall mean information disclosed by one party to the other and which includes, without limitation software, documentation, financial, business, technical and marketing information, business plans, methods, processes, inventions, techniques, designs, data, know how, ideas concepts, strategies, trade secrets, software product and services and such other information.

Confidential information does not include information a) is in the public domain; b) was known to the party of such disclosure or becomes known to the party without breach of any confidentiality agreement's) is independently developed by either party without violating any

confidentiality obligations stated herein d) is disclosed pursuant judicial order or requirement of the governmental agency or by operation of law.

8. Severability Clause

If any of the provisions of this agreement may be construed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.

9. Assignment Clause

The caterer shall not assign, in whole or in part, its obligations to perform under the contract, except with the Banks prior written consent.

10. Non-Disclosure Clause

By virtue of contract, as and when it is entered into between the Bank and the successful bidder, and its implementation thereof, the successful bidder may have access to the confidential information and data of the Bank and its customers. The successful bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Banks data.

11. Integrity Pact Clause

To ensure transparency, equity, and competitiveness and in compliance with Bank policy, this tender shall be covered under the Integrity Pact (IP) policy of Bank. The pact essentially envisages an agreement between the prospective Bidder and Bank committing that not to exercise any corrupt influence on any aspect of the contract.

12. Force Majeure Clause

Force Majeure means an event explicitly beyond the reasonable control of the bidder and if a situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform all the obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Sd/-Assistant General Manager, Corporate Services Department Head Office, Pune

D) SPECIAL CONDITIONS

1. Services to be rendered

The caterer shall prepare and serve fresh and wholesome meals/snacks/beverages/and such food as approved by the Bank from time to time for staff of our Bank. Kindly note that entire preparation of the food should be done at the kitchens in Lokmangal Premises only. Hot and healthy food items including fluffy chapattis /puris/dosas should be provided.

2. Menu and Quantity

A weekly menu regarding snacks and meals is to be prepared in advance and handed over to the canteen committee for the preceding week for their approval. The same has to be displayed on the notice board of canteen

3. Quality of Raw materials and cooked food

The food shall be of highest quality as approved by the Bank. Before using the raw materials and ingredients for cooking, the caterer shall ensure their quality and wholesomeness. Palmolein oil and Dalda are strictly prohibited as cooking medium and caterer shall use Branded good quality edible oil as approved by the Bank. (Oil once used should not be reused) Bank through the canteen committee representative shall have the authority to carry test checks at their convenience of the raw materials, ingredients used, cooking arrangements and finished eatables and will have the absolute right to have cooked or raw items disposed at the cost of the caterer in his /their sole discretion in case of any breach of quality and if the food/cooking do not meet the standard of hygiene, quality and wholesomeness. The utensils should be of steel and clean for serving food.

4 Testing of Food Quality

Bank at any time finds that the food served to the staff is required to be tested in NABL/ Govt accredited laboratory, then the same will be done and if any adverse report is received the Bank will terminate the contract and forfeit the Performance Security Deposit.

5. Service Centers and Timings

The caterer is required to provide catering services in the canteen at Lokmangal 1501 Shivajinagar Pune 411005 from Monday to Saturday and if required on Sundays and Bank Holidays as per timings as may be intimated in advance from time to time, as per requirement of the Bank. The regular timing of canteen shall be 9.00 am to 7.00 pm

6. Other Conditions

- 1. Area of canteen (for seating) is about 1000 sq. on terrace of Lokmangal building and approximately 250 sft in the Executive wing & it is the responsibility of service provider to keep the same neat & clean.
- 2. Contract will be initially for a period of 12 months & may be renewed at the sole discretion of the bank on the same terms, for next term which may be decided mutually by both the parties. If the contract is not renewed it shall automatically stand terminated at the end of contract period of 12 months. In case, tender process takes some delay thereafter, the provision for providing uninterrupted catering services at Lokmangal Head Office till the entering of new contract be ensured.
- 3. The Caterer will ensure that cooking, serving and cleaning staff engaged by him will be provided with at-least 2 to 3 sets of uniform which will be maintained clean ,washed and ironed and that said employees of the caterer will always present themselves in such uniforms at all times of functioning and working at our premises. Uniform of the employee of the caterer will be subject to prior approval from the Assistant General Manager (Corporate Services) in writing and then caterer will make procurement of material & stitching of uniforms. The uniform for Executive Lounge shall be of White color with White Cap, White Hand gloves etc. The serving employees of caterer shall be neatly dressed and shall strictly wear cleaned uniform.
- 4. The staff of service provider shall be medically fit & a certificate to that effect from registered medical practitioner shall be submitted every quarter. In case any of the kitchen staff falls sick, the caterer immediately shall provide medical care and simultaneously take suitable steps to avoid contamination of food. If any staff is found to have contacted with a communicable or contagious disease, the caterer shall take suitable steps for safety of the staff and also of the food and shall prevent such person from entering into kitchen till the concerned staff of the caterer is medically fit.
- 5. The Caterer should have a valid license from local authority (PMC) for running canteen. The caterer shall use the said space for the purpose of running canteen during the period of the Contract. Under no circumstances night stay will be allowed for any of canteen staff. Also caterer shall have valid license from FSAAI/FoSCoS.
- 6. The Caterer is entitled only for "use of premises" and equipment's, utensils provided by Bank as a licensee only for providing canteen services to the bank as per contract and

does not in any way, under any circumstances, acquire any other rights, liens or privileges on the said premises and equipment's, utensils provided by Bank in any form whatsoever. The Caterer hereby agrees to use and maintain said premises and furniture and equipment's in the best state of cleanliness, conducive to ideal hygienic conditions. It is the responsibility of caterer to keep the canteen space clean & garbage if any, should be taken away every day by the caterer. The caterer shall dispose of the garbage as per the policy of the PMC and Bank will not be liable for any acts of the canteen staff concerning the disposal of left overs and garbage. The Bank will be at liberty to alter modify or shift the canteen as per requirement without assigning any reason whatsoever at its sole discretion. Any out of pocket expenses required for disposal of Wet/dry garbage as per PMC norms shall be borne by Caterer only.

- 7. The Bank will provide items of electrical equipment and furniture. The caterer will take charge of the said furniture and equipment on satisfying himself that the said items are in best working conditions, and in the best state of repair. The Caterer will also pass a receipt in writing acknowledging possession of the said items of equipment and furniture. Receipt in writing of taking possession of these items will mean that he has satisfied himself on the best state of affair and working condition of all these items. (Would be listed later on with the successful caterer).
- 8. It will be the sole responsibility of caterer to maintain the said items in the best working condition and in the best state of repair.
- 9. If the said items are lost, misplaced *and l* or if the said items of furniture and equipment are not in the best state of working condition and affair, the Bank shall have the right to get the same replaced *and l or* repaired at the discretion of the Bank, entirely at the risk and cost of the caterer. The statement of loss, damages, suffered and *lost* costs etc. incurred by the Bank for this shall be final & conclusive.
- 10. The caterer shall be solely responsible for payment of wages and other benefits and complying with all applicable laws, labour laws and rules and regulations and shall indemnify bank for any claim, loss or damage suffered by the bank. The caterers shall be solely responsible to comply with the provisions of Contract Labour Act along with other applicable laws.
- Utensils, vessels, porcelains, cutlery and all other items used for cooking, storing and serving will be inspected by the banks committee on regular interval as a found suitable. All these items of utensils etc. will be washed in boiling water before any use thereof so as to maintain the highest standards of hygiene in kitchen, pantry and canteen. The

caterer shall keep the canteen pest free to the best extent possible and in case the caterer or his agents find any opening, cuts, holes, Burroughs, mounds etc. created by insects or pests, they shall inform the same to Corporate Services Department immediately and take steps to avoid contamination of food. The Caterer shall not use Aerosols, or any other inflammable materials sprays under any circumstances in the kitchen. Caterer shall take safety precautions regarding use of LPG Gas and cylinder used for cooking shall be of commercial type.

- 12. Item of snacks and hot and cold beverages including their specified weights and measures form part of this contract. The proposed rates in Schedule 'B' shall be furnished by the caterer along with the percent rates of supply of items and the rates will then be finalized mutually between the Bank and caterer from time to time as per exigencies may demand. The caterer shall procure best available ingredients and materials required for preparation of foods such as oils, ghee, milks etc. These items and ingredients will always be made available for inspection as to the manufacture and quality to the authorities of the Bank at all reasonable times. The caterer shall specify manufacturers of ingredients if they so desire in Part II
- 13. Items included in Part II may be added to or removed from "the menu" by mutual agreement between the Bank and the Caterer.
- 14. If the caterer fails to abide by and/or to run and maintain in the conditions of hygiene and cleanliness as stated in the above mentioned condition and/or fails to follow other stipulations and conditions of this contract and/or fails to supply the items of menu in the prescribed manner at the prescribed rates in prescribed weights and measures, the Bank shall be entitled to terminate the said contract by giving one-month notice in writing stating clearly reasons for such termination.
- 15. Responsible person shall always be present at all reasonable times, designated as Manager, who will for all purposes represent the caterer and the instructions issued to such representative Manager will be deemed to have been issued to the caterer and written communications handed over to the said manager shall be deemed to have been given to the caterer.
- 16. All disputes and differences of any kind whatever arising out of and in connection with this contract whether before or after the determination abandonment or breach of the contract shall be referred to committee appointed by the Bank who shall give the decision in writing. Such decision of the committee shall be final and binding on the parties to the contract and without appeal.

- 17. The contract can only be terminated with one month's notice by bank only without assigning any reason.
- 18. The caterer shall deposit *Rs. 50,000/-* (Rs. Fifty Thousand only) with the Bank during the period of the contract for due performance of the contract. The deposit shall not carry any interest. The Bank will have a right to forfeit the said security deposit in case of breach of contract by the caterer of any of the terms and conditions agreed to herein above & to recover any loss damages caused to the Bank & to proceed separately for the balance amount due. The caterer will ensure that police verification of all his staff members has been done and details along with the copy of police verification are handed over to Security Department of the bank for preparation of temporary pass.
- 19. The Caterer shall follow the FDA rules, Food and Safety Standards Act 2006 and comply with using "fssai" approved products.
- 20. Caterer shall display the rates board at a conspicuous part of the canteen Also weekly menu shall be displayed on the notice board preferably computer type print and signed by bank committee or banks representative.
- 21. In case of noncompliance of contract conditions, Bank reserve the right to discontinue the services of the shortlisted caterer and entrust the work to the next eligible caterer who secured highest marks in techno commercial bid to carry out the work at L1 rate.

E) PRE QUALIFICATION CRITERIA

The bidder must fulfil the following technical specifications in order to be eligible for opening of financial bids and award of the contract.

- 1. The registered or main office of the caterer should be located in Maharashtra and having branch office at Pune. An attested copy of the registration certificate of their office in Pune is to be enclosed.
- 2. The caterer should have the minimum experience of 3 years in running of the hotel/ restaurant / canteen etc., out of which 2 years' experience in running the canteen / mess for any Public sector /Government organization like Bank, insurance offices, govt. offices, reputed Institutions etc., having organization staff more than 100 are only eligible for the submission of tender. The tenders of the caterers with inadequate experience as mentioned are liable for rejection.
- 3. The Caterer should possess a valid FSAAI/FoSCoS Food License.
- 4. The Technical bid should accompany EMD for 25,000.00 in the form of DD drawn on any Nationalized Bank in the Name of Bank of Maharashtra, payable at Pune as earnest money. In case of the unsuccessful bidder the said EMD would be returned / refunded within a period of 15 days from the date of opening the tender. In case of successful bidder, the said amount of EMD would be adjusted towards the interest free performance security deposit of within 7 days (Which is deposited with Bank at the time of submission of tender). However, if the successful bidder fails to deposit the amount of interest free performance security deposit, within period of 7 days the bank shall have right to cancel the contract, forfeit the EMD. In such case Bank reserve the right to entrust the work to next eligible caterer who agrees to carry out the work at L1 rate
- 5. The caterer should follow all labour laws and should be registered with ESIC.
- 6. Caterer has to submit performance /completion certificate from client or shall submit work order copy of client.
- 7. Caterer Should have necessary permissions from PMC,Health Department, ESIC, GST, Labour license.

F) Selection Process

Brief Technical Parameters for Evaluation

- 1. All the offers/technical bids received will be screened and short listed by in-house committee based on requirements specified and details submitted by the bidder.
- 2. If required, the short listed bids will be further inspected/visited/examined by the inhouse committee and will be further evaluated on the qualitative aspects on various parameters. The detail list and marks to each parameter is as under:

Sr. No.	Criteria	Weight	Self-	Banks
	(Proof of all criterial claimed is to be enclosed)		rating	assessment
			marks	
1	Experience in Head Office/Regional or Zonal Office of Public	20		
	sector undertaking/ Government office/ big private sector			
	organization/ Reputed Institutions in which minimum strength is			
	100			
	Less than 1 year – 0 marks Up to 3 years - 10 marks			
	3 -5 years - 15 marks Above 5 years - 20 marks			
2	Infrastructure i.e. Employees (Only Chefs)	10		
	Up to 5 employees - 2 marks			
	5 – 10 employees - 5 marks			
	Above 10 employees – 10 marks			
	(Details of Chefs and posting of Canteen/ Restaurant to be			
	enclosed seperately)			
3	Quality of food to be supplied. The vendor has to prepare 4 items	10		
	out of the list given in front of bank panel member by the cook			
	who will later on be used in Lokmangal in case of selection.			
4	Net worth	10		
	Up to 1 Lakhs - 2 Marks , 1 lakh to 2 lakh - 5 Marks , 2 lakh to 5 lakh			
	- 8 marks & above 5 lakh - 10 marks			
5	Letter of appreciation from each present employer or Awards in	05		
	Food Festivals.			
6	The firm must have full-fledged office at Pune	10		
7	Mobile App for ordering and pre ordering food from desk	05		
	ΤΟΤΑΙ(Χ)	70		

Enclose documentary proof wherever necessary for all the details provided

NOTE: Minimum marks to qualify are 70% i.e.49 marks

The bidders securing marks equal to or more than 70% in technical evaluation shall only be considered for awarding marks in the price bid.

Evaluation will be done by the Bank and Bank's decision in the matter is final & binding. No complaints/correspondence of whatsoever nature in this regard will be entertained.

Marks in the Price bid will be evaluated as under: ----- (Y)

- i. A pre fixed prices for each item of the menu are provided. Bidder has to quote his offer At par with pre fixed rates or --- % below the pre fixed rates or --- % above the pre fixed rates. The lowest offer shall be treated as base and shall be given 30 marks
- ii. Example of calculation of marks for price bid will be as under-

Financial bid quotes of three caterers are as follows

(a) A	-	10.00% below the pre fixed rates
(b) B	_	At par with pre fixed rates
(c) C	_	10% above the pre fixed rates

The marks will be as under :

(a) A	_	30
(b) B	_	90 X 30/100 = 27
(c) C	_	90 X 30/110 = 24.54

- (iii) Preliminary evaluation of the Technical bids will be done to ensure that the bidders fulfil the basic selection criteria as per detailed terms and Conditions specified in the tender document.
- (iv) Thereafter, the technical bids will be subjected to detailed evaluation by allotting marks on various parameters/criteria prescribed in the bid document to arrive at the qualifying marks.
- (v) The final selection of the caterer will be made on the basis of techno-commercial evaluation by assigning weightage in the ratio of 70% to the technical parameters and 30% to the price bid (Rates quoted in the sealed cover) H1 (X+Y) will be awarded the work.

G) CATERERS OBLIGATIONS

- 1. The caterer shall be responsible for the proper upkeep and maintenance of the both canteens as mentioned in the scope of work, furniture and fixtures, cooking and serving utensils and cutlery. When material supplied by the Bank becomes unserviceable, the same is to be replaced by the Bank would only be replaced against the return of unserviceable material, otherwise the cost of such materials cost shall be borne by the caterer.
- 2. For any damage breakage or loss of any equipment of property of the property of the Bank the caterer shall have to make good the same at his own cost failing which the amount will be recovered from his security deposit or from other dues payable to him by the Bank or otherwise recovered.
- 3. The bank reserves the right to free access any time without any prior notice through its authorized representatives to inspect the place where the food is being prepared to ensure the wholesomeness of food, cleanliness, quality and quantity at all times.
- 4. The caterer shall also not use or allow to be used any facility, appliances equipment's provided by the Bank to him for any purpose other than for providing canteen services as per the banks requirement.

PART I TECHNICAL BID

Following details are to be submitted by the Bidder/Caterer.

Sr.No	Name and address of the Bidder/Caterer	
1	Name and address of the proprietor/ partner / Director	
2	Details of the experience in the field	
	of running and maintaining the canteen / mess.	
3	Deails of such contracts undertaken in the past. Present	
	status of such contracts along with the copies of award of	
	contract, duration of the said contract, certificate of	
	appreciation, if any, and reasons if the contracts are	
	discontinued	
4	Details of registration as per the shop and establishment Act	
5	Details of registration with Public Health Department, PMC	
	to run and maintain the canteen, hotels etc.	
6	Details of hotels/restaurants, if owned or maintained on	Details be submitted as
	contract basis by the firm / proprietor/company	per Form – A given
		below
7	ESIC and GST No	
8	Whether the caterer(Individual or Firm) compiles Labour	
	Laws	
9	FSAAI/FoSCoS Food License Number	

FORM A

Sr. No.	Name & address of the Restaurant canteen /mess	Capacity per day for which services rendered such as	Period		owned or	Whether at any point of time license of the Bidder/caterer was cancelled by any Govt
	etc. owned and/or maintained on the contract basis	breakfast/sn acks/lunch/t ea/ coffee	From	То		Agency. If yes, provide the date of latest renewal with sufficient proof.

Date:

Place:

Seal & Signature of the bidder/caterer

Sr.	Name of Item	Weight in Gms	Estimated Rate
No			
1.	Idly (02 Nos) with Chatani / sambar	120/180	25
2.	Medu Wada (02 Nos) with Chatani/	150/180	25
	Sambar		
3.	Batata wada (02 Nos) with Sambar	80/180	25
4.	Sabudana Wada (02 Nos)	90	25
5.	Dosa Masala/ Plain	100/80	35/25
6.	Uttappa Onion/Plain	140	35/25
7.	Tomato Omlet	150	35
8.	Rava Upma	100	20
9.	Vegetable Vermicelli Upma	100	25
10.	Kanda Bhaji	150	20
11.	Kanda Poha	150	20
12.	Misal pav (02 Pav)	150	40
13.	Sabudana Khichadi	180	30
14.	Puri Bhaji (4 pieces)	150	35
15.	Veg. Samosa/ Cutlet/Kachori (1 Nos)	80	15
16.	Vada Pav (1 Batata vada + 1 Pav)	80	12
17.	Bread Pattice	80	15
18.	Paneer Pakoda (02 Nos)	80	25
19.	Bhel	100	20
20.	Single Egg Bhurji + 02 Pav/ Bread	80	30
21.	Sheera	100	20
22.	Dhokla	100	25
23.	Veg or Cheese Sandwich (100	20/25
	Plain/Grilled)*		
24.	Bread Butter/ Toast Butter *	80	15/20
25.	Bread Omlette (Single egg)*	150	30
26.	Egg Omlet (Single egg)*	100	20
27.	Boiled Egg (Only for Breakfast)	01 Nos	10
28.	Plain/Vegetable/ Cheese	80/100/100/80	25/30/35/25
	Maggi/Masala Oats*		
29.	Tea/ Special Tea/ Green Tea/ Lemon	125 ml	10
	Tea*		

PART -II PRICE BID

30.	Filter Coffee/ Nescafe*	125 ml	15
31.	Lime juice/ Juice with soda	150 ml	20
32.	Lassi Sweet/salted	300 ml	25
33.	Butter milk (Tak)	300 ml	15
34.	Cold Drinks*	200/300 ml	As per Mrp
35.		Each roti of 40	70
	Vegetarian Thali (2 roti, Dice, dal 1	grams	
	Vegetarian Thali (2 roti, Rice, dal 1	100 Grams Rice	
	sabji, papad, pickle)	50 grams Dal	
		100 Grams Subji	
36.	Curd	50	15
37.	Sweet (Gulabjamun/ Gajar	50	20
	Halwa/Rice Kheer/ Sevai		
	Kheer/Moongdal Halwa/ Jalebi or any		
	Equivalent)		
38.		Each roti of 40	100
	Non Vegeterian Thali (2 roti, Rice, 1	grams	
	Chicken Curry, papad, pickle)	100 Grams Rice	
		100 Grams Curry	
39.		Each roti of 40	70
	Egg Thali (2 roti, Rice, Double Egg	grams	
	Curry, papad, pickle)	100 Grams Rice	
		100 Grams Curry	
40.	Single Chapatti/ Puri	40	10
41.	Rice & Dal	150	40
42.	Single Subji	100	20
43.	Dal Kichadi With Papad	250	70
44.	Dahi Bhat & Pickle	250	40
45.		150 Grams Chole	50
	Chole Bathura/ Chole Kulcha	Subzi and O2	
		Bathura/ Kulcha of	
		40 Grams Each	
46.	Pav Bhaji (04 Pav)	150	50
47.	Chicken Biryani with Onion Raita	250/350	125/175
48.	Double Egg Biryani with Onion Raita	300	100

49.	Subz/ Paneer Biryani with Onion Raita	300	100
50.	Aloo/ Paneer/Aloo Cheese Paratha	200 (02 nos)	75
	with Curd	100 Grams Curd	
51.	Fresh Fruit Box (Includes Minimum 4	200	80
	Variety of fruits including one		
	seasonal fruit and Dates) Fresh cut		
	fruits to be served in Air Tight		
	Disposable Boxes)		
52.	Biscuits/Dry Nuts/ Chips/ Kurkure/	-	As per Mrp
	other dry snacks *		

*These items must be available at canteen all the time.

- Above prices are inclusive of GST.
- No two items should be repeated within the span of four days. Every day (morning & evening) for breakfast & evening snacks minimum four item must be prepared other than the compulsory available item. Staff Lunch will be available for specific period of time (1:30P.M to 3.30 PM).
- Non-vegetarian Dishes to be made available for lunch on atleast two days a week. However, vegetarian Lunch options also to be compulsorily be made available on those days.

<u>Note:</u> Since wide choice is given in the Menu- season wise / taste wise / region wise, No single item or items of above Menu be repeated for the same week except dal. Dal should be prepared in any <u>three different ways alternatively</u> like Maharashtrian / South Indian / Dal-tadka or like North –Indian.

Note: Caterer has to indicate his quote out of a / b /c below else his quote would be considered "At PAR" with the Bank's estimated price.

a) We hereby quote _____% _____ (in words) **ABOVE** the estimated rates mentioned in the above table.

OR

OR

- b) We hereby agree **AT PAR** to the estimated rates mentioned in the above table.
- c) We hereby quote _____% _____ (in words) **BELOW** the estimated rates mentioned in the above table.

Date:

Signature and Stamp of Caterer