



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
ONE FAMILY ONE BANK

Corporate Services Department



BANK OF MAHARASHTRA
(A Govt. of India Undertaking)
Head Office, "Lokmangal"
1501, Shivajinagar, Pune-411005
REQUEST FOR PROPOSAL
For Catering Services
AT
BANKS STAFF COLLEGE
Located at Prabhat Road and
Staff Training Centre, Dahanukar Colony Pune

Non Refundable Tender Price Rs. 2,000/-



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BANK OF MAHARASHTRA
(GOVT. OF INDIA UNDERTAKING)
Corporate Services Department
(H.O. ' Lokmangal ' 1501, Shivajinagar, Pune 411005)

1) TENDER NOTICE

BANK OF MAHARASHTRA ,a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act 1970 and having its Head Office at Lokmangal, Shivaji Nagar, Pune 411005 and its Corporate Services Department, at Lokmangal, 1501, Shivaji nagar, Pune 411 005 (herein after called as the "Bank", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors assign) of the first part, invites quotations in sealed covers through advertised Tender enquiry in prescribed format in two bid system i.e. Technical bid and Financial bid for providing catering services to their (a) Staff Training College , Lane no. 11 , Prabhat Road , Pune- 411 004. (b) Staff Training College Dahanukar Colony, (Award Staff training Centre) and as per requirement at other centers in Pune City on similar terms & conditions of this tender. The details are as under:

The contractor should have minimum experience of 3 years as on 31/03/2022 for providing catering services to approximately minimum 100 persons at Government organizations, reputed Private sector institutions or any commercial organization like Bank, Insurance companies, Govt, offices, NIBM, CAB, NIA etc. . . .in Pune city.

1) Name of the work; - Providing catering services i.e. morning tea, breakfast, lunch, afternoon tea, evening tea, snacks, dinner & tea/ snacks during intervals to the participants /staff/guests etc. at Banks premises at the following address. Staff Training College, Lane No 11, Prabhat Road, Pune- 411004 and Staff Training College, Dahanukar colony, Kothrud, Pune.

2) Earnest money (EMD) Rs- 50,000/ (Rs- Fifty thousand only) in the form of Bankers DD/PO favouring Bank of Maharashtra drawn on a Nationalized bank, payable at Pune.



3) Period of the contract; - 12 Months extension for maximum 36 months' subject to satisfactory service and report.

4) Following facilities will be provided to the agency at STC at Prabhat Road Pune and STC at Dahanukar Colony Pune.

1. Water
2. Electricity (for lighting only)
3. Basic Kitchen equipments
4. Furniture
5. Cooking gas/fuel commercial connection- actual cost of LPG will be borne by the Agency at STC Prabhat Road Pune.

5) Cost of tender forms: - Rs- 2000/-only inclusive of GST (Nonrefundable) In the form of PO/Demand draft favouring Bank of Maharashtra' payable at Pune to be paid at the time of submitting the tender. Blank tender forms can be downloaded from our website

- 6) Date of pre- bid meeting; - 20/07/2022 at 11:00 AM
- 7) Last date of submission of tender: - 25/07/2022 till 03:00 PM
- 8) Date & time of opening of technical bid: - 25/07/2022 at 04:00 PM
- 9) Date & time of opening of financial bid: - To be informed separately.
- 10) Place of collection, submission & : Bank of Maharashtra,
Opening of tender documents Corporate Services, Lokmangal
1501, Shivajinagar, Pune 411005

The Tender/bid shall be submitted in TWO Bid System. The first envelope which is to be marked as "A" shall contain EMD as stated above. The second envelope which is to be marked as "B" shall contain the TECHNICAL BID as specified in the bid document. The third envelope which is to be marked as "C" shall contain FINANCIAL BID. All the three envelopes be placed in one big envelope which is to be super scribed as "Tender for Catering Services at STC" Prabhat Road, STC Dhanukar Colony and the said envelope duly sealed should be submitted to Chief Manager, Corporate Services Department, Lokmangal, 1501 Shivajinagar, Pune-411005 on or before 25.07.2022 by 03:00 PM.

11) Process of Evaluation:

Preliminary evaluation of the Technical bids will be done to ensure that the bidder fulfil the basic selection criteria as per detailed terms and Conditions specified in the tender document.



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 of 60.

Opening of financial bid of the qualifying bidders in technical evaluation. Contract will be allotted to the L1 bidder.

The technical bids should accompany the DD for earnest money (EMD). Technical Bids will be opened before the tender opening committee at **4.00 p.m. on – 25/07/2022** at Lokmangal Head Office Pune 411005 in the presence of bidders who will remain present as mentioned under serial no.10 on page 4.

The tenders without requisite EMD or EMD in any other form prescribed [say cheque etc.] will be rejected. The unsigned tender/bid will be rejected.

The bidders to note that: --

- 1) Bank of Maharashtra reserves the right to accept or reject any tender without assigning any reason.
- 2) If the space provided in the tender/proforma is insufficient for giving full details, the same may be given on a separate sheet of paper.
- 3) Information furnished to the Bank will be kept as strictly confidential.
- 4) Decision of Bank regarding selection of catering bidder will be final and binding and no further correspondence will be entertained.
- 5) Intending Catering bidders are requested to read the proforma carefully before filling the particulars.
- 6) Incomplete tender/application and hand written application will not be considered.
- 7) Information / details furnished by catering bidders, if found to be false at any time in future or any information is willingly / unwillingly withheld, if comes to the notice of the Bank at any point of time, the assignment can be cancelled immediately.
- 8) Where ever copies of documents are required to be furnished, these should be certified copies.
- 9) Cost of the tender/application form is Rs.2000.00 (include GST) which is nonrefundable & to be paid by way of Pay Order / Demand Draft favouring Bank of Maharashtra payable at PUNE and attached with the tender /application.
- 10) The Tender/Application shall be submitted strictly in the format as mentioned along with the supporting documents
- 11). The tender/application shall be signed by the person/s on behalf of the organization having necessary Authority/ Power of Attorney to do so. Each page of the application needs to be signed. A copy of Power of Attorney / Memorandum of association (Wherever applicable) shall be furnished along with application.
- 12) Completed tender document should be submitted to Chief Manager, Corporate Services department, Lokmangal, 1501 Shivaji nagar, Pune- 411005 on or before – **25.07.2022 by 3:00 p.m.**
- 13) It is necessary that catering bidder must have full set up and trained staff for providing satisfactory canteen services for the last three years at Pune.
- 14) The financial bids of those bidders only will be opened who have Submitted DD of requisite amount towards EMD & whose bids are found to be satisfactory on various parameters as decided by the technical committee of the bank. Banks decision in this regard will be final and binding on the bidders.



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- 15) The tenders received after the last date and time of submission are liable for rejection. The Bank reserves the right to accept or reject any or all the tenders without assigning any reasons thereof.
- 16) This Bid is nontransferable.

Chief Manager,
Corporate Services,
Bank of Maharashtra,
Lokmangal 1501 Shivaji Nagar
Pune-411005



2) Scope of the work

- 1) To provide catering services i.e. morning tea, breakfast, lunch, afternoon tea /evening tea, snacks, dinner & tea during morning & afternoon intervals to the participants /staff / guests at the banks premise at Staff College, at Prabhat Road, Lane no 11, Pune 411004 as per terms & conditions detailed in the Annexure " A " of articles of agreement attached herewith.
- 2) To provide catering services i.e. morning tea, breakfast, lunch, afternoon tea /evening tea, snacks, dinner & tea during morning & afternoon intervals to the participants /staff / guests at the banks premise at Staff Training Centre, Dahanukar Colony Kothrud, Pune-38 .as per terms & conditions detailed in the Annexure " A " of articles of agreement attached herewith.
- 3) To provide catering services i.e. lunch, afternoon tea, evening tea / snacks & tea during morning & afternoon intervals to the participants / staff / guests. Adequate Crockery sets for daily service and two VIP set of crockery should be available for service.
- 4) The details of the menu are given in Annexure "B". The bidder has to furnish details of daily menu with rates for respective items i.e. for morning tea, breakfast lunch, afternoon tea, evening tea, snacks dinner etc. as also the total amount in words & figures. Tea means tea with sugar, without sugar, coffee or milk. This will form the financial bid & it should be submitted in the separate sealed cover, super- scribing "Financial Bid for provision of Catering services ". No other document paper shall be attached to financial bid.
- 5) Number of participants for whom the food services are required to be Provided varies from 10 to 60 at each Centre.

The Bank reserves the right to accept or reject any or all the tenders without assigning any reasons thereof



ANNEXURE I

To,

The Assistant General Manager,
Bank of Maharashtra,
Corporate Services Department,
Central Office,
Pune - 411005

Sub: Tender for providing Catering services at
(a) Staff Training College, Lane no 11, Prabhat Road, Pune; 411004
(b) Staff Training Centre Dahanukar Colony Kothrud Pune.

Ref: Tender Notice Published in Daily News paper on _____

With respect to the tender notice published in above mentioned daily news paper, I/
we hereby submit my/ our tender in a required format.

I/We enclose herewith a DD for RS- 50000/- bearing no -----dated-----drawn -----
towards Earnest Money Deposit which is enclosed with Technical bid.

We are also enclosing a DD/PO no----- dated-----for Rs.2000/- being cost of
application which is not refundable.

I/We have adhered to the requirements prescribed by the Bank. I/We have carefully
gone through the guidelines terms and conditions and prescribed format carefully
and I/We accept the same without any alterations/ modifications.

I/We understand that Bank is not bound to accept the lowest or any tender that it may
receive.

Yours faithfully,

Signature & Seal of Catering Bidder.

Date; -

Address; -



TECHNICAL BID

ANNEXURE – II

Following details are to be submitted by the Contractor.

Sr.No	Name and address of the Contractor	
1	Name and registered address of the proprietor/ partner/Co, phone no & cell no, Email, etc.	
2	Details of the experience in the field of running and maintaining the catering services.	
3	Details 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	Income tax clearance certificate for 3 years /declaration of the firm and/or of the Proprietor / partner of no dues certificate	2019,2020,2021
5	Statutory Details (Photocopies to be attached) <ul style="list-style-type: none">• Registration number of the firm (as per Shop & Establishment Act)• Registration number under the Contract Labour Act• Registration number under Labour Welfare Act• PAN No• RPFC Registration number• ESI- Registration number• VAT- Registration number• GST Registration number	
6	Details of registration with Public Health Department, PMC to run and Maintain the Catering Services. Food & Drugs License	
7	Details of Catering Services if owned or maintained on contract basis by the firm / proprietor	Details be submitted as per Form - A given below



EXPERIENCE OF THE FIRM/PROPRIETOR/PARTNERS-

1) In providing catering services.

FORM – A

Sr. No.	Name & address of the Catering Services provider	Capacity per day for which services Rendered. Such as serving morning Tea/tea/ coffee, breakfast, lunch, snacks dinner etc.	Period		Reasons for discontinuation, if presently not owned or maintained	Whether at any point of time license of the Contractor was cancelled by any GOVT. agency. If yes, then provide the date of latest renewal with sufficient proof.
			From	To		

The information of the units which are presently managed & also which were managed previously shall be submitted in the prescribed format along with the documentary evidence in the form of work order / experience certificate from the owner.

2) Qualification & Experience of the key personnel working providing catering service in the firm. Training certificate of cook in prominent institutions

SR NO	NAME OF PERSONNEL	QUALIFICATION	EXPERIENCE	REMARKS

3) List of minimum personnel– including supervisors proposed to be deployed for performing the contract work.

R NO	CATEGORY OF PERSONNEL	TYPE OF WORK TO BE DONE	NO OF PERSONNEL	REMARKS

Date:

Place:

Seal & Signature of the Bidder



ANNEXURE – III

ELIGIBILITY CRITERIA

The contractor should have the minimum of 3 years' experience as on 31.03.22 in providing catering services to approximately 100 persons of government organizations, reputed private sector institutions or any reputed commercial organizations like Bank, insurance offices, govt. offices, NIBM, CAB, NIA etc, in Pune city area are only eligible for the submission of tender.

1. The successful bidder will have to deposit a performance security deposit of Rs.50000/- within a period of 7 days from the acceptance. For successful bidder the EMD will be treated as Performance Security Deposit
2. The contractor should submit Technical Bid & Financial Bid in separate sealed Envelope.
3. The Technical bid should accompany a DD of Rs. 50,000/ drawn on any Nationalized Bank in the Name of Bank of Maharashtra, payable at Pune as earnest money (EMD). For successful bidder the EMD will be treated as Performance Security Deposit. In case of unsuccessful bidder, the said EMD would be returned / refunded. It will not earn any interest.



PRE-QUALIFICATION CRITERIA:

Sr. No.	Criteria	Weight ages	Self rating marks	
1	Experience in providing catering services	15		
	Experience upto 5 years			9 marks
	5 to 10 years			3 marks
	10 to 15 years			5 marks
	Above 15 years			7 marks
	Government body/ PSUs catering experience			9 marks
	3 to 5 years			3 marks
	5 to 10 years			1 marks
	10 years & above			2 marks
	Catering experience in training institutions			3 marks
	3 to 5 years			1 marks
	5 to 10 years			2 marks
10 years & above	3 marks			
2	Infrastructure i.e .Trained manpower, utensils/ crockery /cutlery /machine etc to be provided at Staff Training College Mess/Canteen. Necessary documentation must be attached .(Minimum 8 employees including manager , any additional staff provided , 10 marks to be awarded, 5 marks for utensils/crockery/cutlery & 2 marks each for each tea/coffee machine/ juice machine/ dosa and idly grinding /any other utility machine)	20		
3	The officials of Bank of Maharashtra will conduct site visit at the workplace of the tenderers on suitable dates for verifying the present infrastructure, quality of food, quality of services and spot feedback from the concerned employer.	15		
4	Quality of food to be supplied. The bidder has to prepare 4 items out of the list given in front of bank panel member by the cook who will later on be used in case of selection	15		
5	Hygiene - The bidder's existing location will be visited by Bank's official to check present standard of hygiene.	20		
6	Any other details like Awards, Felicitations, certificate of merits and good work done (At least two)	15		
T O T A L		100		

NOTE: Criteria/parameters mentioned above are the just minimum requirements. The Bank at its discretion may upgrade the criteria. No complaint on this account will be entertained. Contractors/professional/bidders scoring 60 marks & above will only be considered for pre-qualification. The financial bid of those who qualify, will only be opened and the lowest bidder may be offered the contract. However, decision of the bank in this respect shall be final.



ANNEXURE "A"

GENERAL CONDITIONS OF CONTRACT

1) The contract document consists of the Agreement, the general conditions of the contract (i.e. Annexure "A"), specified menu with items of food fully described and the rates stated therefore (i.e. Annexure "B") including other items, other terms & conditions included in RFP no. & all modifications thereof incorporated in the document before execution. These form the contract.

2) i) THE BANK- Bank of Maharashtra, Staff Training College, Lane-11, Prabhat Road, Pune

ii) THE CONTRACTOR-

3) The Bank will provide the following facilities to the Contractor in its Premises at Staff Training College, Lane-11, Prabhat Road, Pune- 411004.

- a. Kitchen Room
- b. Pantry room
- c. A small store room for storing the provisions
- d. The dining hall with tables & chairs.
- e. Free Water & electric supply
- f. Cooking commercial Range with three 3 jumbo burners placed near the main kitchen wall
- g. Gas stove -- one domestic type gas stove with twin burners
- h. Two LPG Gas cylinders
- i. Wet Grinder Machine –one unit
- j. Refrigerator (king-size) about 700 liters capacity
- k. Hot pots for keeping food warm
- l. Four Thermos
- m. Baine Marie (6)4+2 Round Pot) & one small size toaster
- n. Dossa cum Chapatti Bhatti, ATTA Kneader Machine, 4 Steel trays & 100 steel curd bowls (steel wati), 2 Fly catching machines.
- o. Separate list of items will be exchanged as and when they are handed over to the contractor for use.
- p. One wall clock of small size.

The contractor shall arrange for LPG and other ancillary or incidental requirements including utensils, vessels, porcelains, cutlery, crockery etc at his own cost.

4) The period of contract is one year (i.e.12 months) from the date of the award of the contract. It can be extended at the discretion of the Bank on same terms & conditions at mutually agreed rates for a further period of one year at a time. In no case the original contract will be allowed to be extended beyond a period of three years. If such renewal / extension is not granted by the Bank, the contract stands automatically terminated at the end of **12 months i.e. on -----** The Bank may, however, terminate the contract for any reason prior to expiry by giving written notice of one (1) calendar month to the Contractor.



5) Utensils, vessels, porcelains, cutlery, crockery and all other items used for cooking, storing and serving will be subject to inspection by the Bank or any authorized representative and / or representatives of the Bank and or Employees of the Bank. All these items of utensils etc will be washed in HOT water before any use thereof so as to maintain the highest standard of hygiene in kitchen, pantry and dining hall.

6) Annexure "B" contains various items of daily menu and rates thereof, which are inclusive of all types of taxes applicable during currency of this contract period and agreed between the Bank and the Contractor. The Contractor shall procure best available standard ingredients and materials required for preparation of food such as oil, ghee, milk etc. These items and ingredients of food preparation etc will always be made available for inspection as to the manufacture and its quality, to the authorities of the Bank at all reasonable time, and the Contractor shall specify manufacturers of ingredients if the Bank calls for the said information.

7) The contractor shall maintain highest standards of hygiene and cleanliness in all respects, that is to say the cooks and persons serving the food shall observe cleanliness, neatness, and decorum etc. The ingredients to be used should be of best quality by market standards, pure, clean and safe for human consumption. The place of cooking and serving, the utensils, apparels etc. should be absolutely hygienic and clean. It will be the responsibility of the contractor to ensure that kitchen & total area around kitchen, dining hall, washing area etc is kept clean every day. The contractor & his Manager will ensure that the wastage of the kitchen & leftover from the food served, preparations etc., is to be ideally disposed off daily out of the premises as per the rules of the Local Municipal Authority; with a view neither to cause any environmental hazards to the college nor to the vicinity nearby bin any case. The contractor shall observe all norms laid down by the Food & Drug Administration Department of Maharashtra State & Pune Municipal Corporation in this respect.

The Bank reserves the right to terminate the said contract at any time on the ground of poor quality of food served & ineffective services rendered by the bidder. The Bank will be the sole Judge to determine these facts.

8) The work will be carried out by engaging adequate number of personnel, such as Manager, supervisor, cooks, dish washers, cleaners, serving waiters for table service etc. who have required skill and are medically fit for catering services.

9) The contractor will provide 2 to 3 sets of uniforms & badges (ID cards) to the workers for identification & shall be well maintained & cleaned, ironed by them & the said employees of the contractor will present themselves in such uniforms at all times of functioning & working of the canteen. The contractor will ensure that the police verification of all his employees has been done by him at his own costs.

10) The contractor shall appoint and inform the name of some responsible person from his Team, designated as Supervisor / Manager, who shall always be present at all reasonable times, and who will for all practical purposes represent the contractor and the instructions issued to such representative Supervisor / Manager will be deemed to have been issued to the Contractor and written



communication handed over to the said Supervisor / Manager shall be deemed to have been given to the Contractor. The said Supervisor / Manager shall immediately attend to and fulfill the inadequacies / instructions / complaints / requirements etc.

11) The contractor shall ensure that the workers conform to discipline enforced by the Bank within the premises. If any employee of Contractor steals or tampers with or damages any records, furniture, fixtures or other property of whatsoever nature of the Bank or misbehaves and commits any misconduct in the opinion of the Bank, (the Bank's decision being final in this respect), then the Bank will be entitled to ask the contractor to / forthwith remove such worker from its services and / or see that such worker does not enter in to the Bank's premises thereafter, and the Contractor will be bound to carry out such instructions of the Bank & the Bank is also entitled to recover any financial loss from the contractor that may occur to the Bank due to the misbehavior of such employee of the Contractor.

12) The workers will carry out the jobs without causing any inconvenience to the officers of the bank & the participants. The Bank may change the timings of the mess as per the requirements / convenience of the bank & its officials under intimation to the Contractor.

13) It is specifically agreed to and understood by and between the parties hereto that there shall be no privity of contract as between the Bank and the workers of the Contractor.

14) All requirements and liabilities, compliances under various Labor Laws such as ESI, P.F., Payment of wages Act, Shops & Establishments Act, Workmen's Compensation Act, the Contract Labour (Regulation and Abolition) Act, etc., will be observed and incurred by the Contractor only. The contractors shall be solely responsible to comply with the provisions of contract, Labour Act along with other applicable laws.

15) The Contractor shall maintain his own muster roll and wage registers of its workers as required by Law.

16) The Contractor will maintain complaint / suggestion register, which will be made available to the participants on demand & should be presented to the officials of the bank every month for inspection.

17) Generally, all training programs end on Saturday and new training programs normally commence from Monday, hence mess services will not be normally required from Saturday at 18.00 p.m. onwards till Sunday 15.00 p.m.

However, if the Bank decides to conduct some training programs, seminars, workshops etc. during that period, the Contractor will be required to provide mess services as per the need of the Bank at short notice. The Bank will give necessary intimation in this respect to the Contractor.

The contractor will also provide mess services for more persons as and when required at short notice. The contractor will also provide service to the staff, officials of the bank & guests as and when required with proper decorum.



18) Bank will pay the bills based only on actual number of persons availing the mess facilities. The Contractor shall maintain separate record on daily basis of the members availing mess services and such record shall always be made available to the Bank or any of its authorized officials for verification and inspection at any given time.

19) The Contractor shall submit the bills (Tax invoices) for services provided on monthly basis at the end of each calendar month. The Bank shall pay the bills after verification, within a reasonable period. Billing will be on actual basis.

20) TDS if any, shall be deducted at source out of payments to the Contractor as per statutory rules and regulations in force from time to time under the Income Tax Act. GST as applicable by statute will be paid by the bank.

21) No escalation in rates of items shall be considered during the Contract period on any grounds including that of escalation of prices of raw material / Labor charges / other expenses etc.

22) The Contractor shall deposit with the Bank a sum of Rs. 50,000/- (Rs. Fifty Thousand only) during the period of contract for due performance of the contract. Any breach of the terms and conditions of this contract on the part of the contractor shall render this deposit liable to be forfeited by the Bank.

23) The Bank will be entitled to recover from the Contractor, such losses / damages, if it is proved that the damage / loss caused to the property / materials of the Bank is due to the negligence / intention of the contractor / workers or employees of the contractor.

24) If the contractor fails to abide by and / or maintaining the conditions of hygiene and cleanliness as stated in the above mentioned General Conditions of Contract 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, prescribed rates in the prescribed standards, qualities and weights and measures, at desired time/place; then besides the other rights available to the Bank, including the right to forfeit the amount of security deposit, the Bank shall also be entitled to terminate the said contract /agreement and arrangements **by giving 30 days' notice in writing.**

25) The contractor is entitled only for "use of premises for facilitating catering services. "and does not in any way, under any circumstances, acquire any other rights, lien or privileges on the said premises in any form whatsoever. The Contractor hereby agrees to use the said premises and furniture and equipments and all those facilities mentioned in para (3) herein above, cleaned, maintained and kept in the best state of repair at his own costs and in general in a state of cleanliness, conducive to ideal hygienic conditions.

26) The Bank agrees to provide water supply and electrical power supply free of cost to the Contractor during the period of contract.



27) Necessary gas connection including piping and initial installation of cylinders will be provided to the contractor. The Contractor shall also pass receipt of acknowledgement of such connection to the Bank. The Contractor shall pay all bills of consumed gas to the suppliers directly under advice and intimation to the Bank.

28) All disputes and differences of any kind whatsoever 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 state the decision in writing. Such decision may be in the form of an award. Decision of the committee shall be final and binding on the parties on the contract & without appeal.

29) The security & upkeep of the gas, cylinders, and connections during & after the use within the college premises is the sole responsibility of the contractor.

30) The bidder agency hereby agrees to return the Bank all materials supplied by the Bank to them on termination of contract, for any reason whatsoever in good condition. On termination of contract, the agency also shall discontinue use & hand over peaceful possession of Banks premises with furniture & fixtures & articles there in.

31) All personnel employed by the Agency or contractor shall be medically fit for handling food & certified for fitness before employment & every six months thereafter by a qualified medical institute / hospital. The medical fee will be borne by the contractor.

32) In the event of the contract being terminated or non renewal upon its expiry or during the running of the contract the Bidder terminates the services of its employees for any reason whatsoever, it shall be the responsibility of the contractor to pay their monitory as well as legal dues.

Any liability on account of nonpayment of legal dues to its employees in the above circumstances would rest exclusively upon the contractor& the Bank shall not be liable for the consequences arising thereon.

33) Contractor 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.

- 1) An act or omission of Contractor, its employees its agents, in the performance of the services provided by this contract,
- 2) Breach of any of the terms of this agreement document or breach of any representation or warranty by Contractor,
- 3) Use of the allocated site and or facility provided by Contractor,
- 4) 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.



- 5) Contractor shall further indemnify the Bank against any loss or damage arising out of claims of 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.
- 6) Contractor 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 Contractor or its employee's/agents persons employed by third parties.
- 7) This indemnification is only a remedy for the Bank Contractor/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.

General Instructions

Various terms / conditions and criteria are listed in this bid/tender document. Any addendum / corrigendum or response to Bidder's queries / clarifications etc. shall be displayed only on the Bank's website <https://www.bankofmaharashtra.in> and not notified separately in the newspaper. Bidders should therefore, regularly visit the Bank's website to keep themselves updated. This document is not an agreement or an offer or invitation to offer by the Bank to any parties other than the applicants who are eligible to submit the bids hereinafter called the 'Bidders'. The aim of this document is to assist the Bidders to prepare their quotes / bids. The Bank may alter / modify any information or terms and conditions at any time even during the contract period at its sole discretion in the larger interest of the Bank. Such alterations/ additions/ modifications shall be notified only on the Bank's website,

<https://www.bankofmaharashtra.in> The Bank reserves the right to modify / extend or cancel completely, the bid process or reject / decline any bid at any time without assigning any reason whatsoever. This document will form a part of the contract/agreement with the L1 Bidder and the L1 Bidder is bound by the terms & conditions of this RFP/tender document during the servicing of the contract/agreement

Other terms & conditions

- 1) Contractor shall be paid charges for minimum 10 persons for the period of the training of the batch. This provision of minimum 10 persons will not be applicable on Saturdays, Sundays, and holiday when no training is conducted. In exigencies, training /workshop /seminar may be conducted even on Sunday/Holiday for which mess services will have to be provided during this period.
- 2) College is expected to run for about 240 training days in a year. Period of holidays and off training days will be communicated in advance.



- 3) The contractor will ensure that adequate number of persons are deployed in the kitchen for preparation of the food and also to serve the participants in dining hall.
- 4) One supervisor/Manager should be appointed to ensure smooth functioning of the canteen and the quality of food as well as services offered to the participant officers.
- 5) The contractor shall have to sign formal SLA contract with the bank Containing all the terms & conditions contained therein above.
- 6) Canvassing in connection with tenders in any form is strictly prohibited.
- 7) The Bank is not liable to pay interest on earnest money. The earnest Money of the unsuccessful bidder will be refunded without any interest soon after the decision to award the work is taken
- 8) While deciding upon the selection of the bidder, emphasis will be given on the ability & competence of applicants to do quality work within the specified time schedule.
- 9) The catering bidder shall comply with any other instructions which may be issued from time to time by the Bank.
- 10) The contractor will not assign the contract to the other contractor / sub-contractor. He shall not sublet any portion of the contract except with written permission of the Bank i. e. Staff training college.

Effect of Termination

- 1.The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- 2.Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- 3.The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favourable terms than those contained in this tender document. In case the bank wants to continue with the bidder's facility after the completion of this contract then the bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
- 4.The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
- 5.Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or



liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

Force Majeure

Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, political instability, epidemic, pandemic, flood, fire, and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.

Each Party agrees to give to the other a Seven (7) calendar days' written notice as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than Fifteen (15) consecutive days, then bank may have the option to terminate the Agreement upon written notice of such termination to the other party.

Limitation of Liability

Bidders aggregate liability in connection with obligations undertaken as a part of the RFP 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 Order Value.

Bidders liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by bidder as part of procurement under the RFP.

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

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against bidder.

Assignment

The bidder agrees that the bidder shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including bidders affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the bidder under this RFP.



Relationship between Parties

“This RFP/tender document is on a Principal to Principal basis and does not create any employer - employee relationship. Nothing contained in this RFP or any subsequent agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.”

Representation & Warranties

Bidder warrant and represent that:

- (a) It has full power and authority to enter into this Agreement;*
- (b) It shall be responsible for its corporate and personnel taxes if any, and shall indemnify and hold harmless Bank for any liability in this connection;*
- (c) It has the requisite experience and expertise, resources, infrastructure, qualified manpower and other requisite resources to provide the services as desired by the Bank.*
- (d) Its execution of this Agreement and its performance of its obligations hereunder will not conflict with, cause a default under, or constitute a breach of any agreement with a third party;*
- (e) It shall ensure compliance of all applicable laws and regulations in the performance of the Services under this Agreement;*

In rendering the services to the Bank, Bidder warrants that:

- i. It shall observe the best service quality standards and ensure that it renders its obligations to the satisfaction of the Bank.*
- ii. It shall meet the various deadlines and standards as mutually agreed*
- iii. It shall discuss and review its progress, as and when required by the Bank.*
- iv. It shall maintain utmost confidentiality of the Confidential Information*



Compliance with All Applicable Laws

The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.

Termination

1 The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason.

2 The Bank shall be entitled to terminate the agreement at any time by giving notice if:

a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.

b. The bidder

(i) Has a winding up order made against it; or

(ii) Has a receiver appointed over all or substantial assets; or

(iii) Is or becomes unable to pay its debts as they become due; or

(iv) Enters into any arrangement or composition with or for the benefit of its creditors; or

(v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.



3 The bidder shall have right to terminate only in the event of winding up of the Bank.

4 The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the RFP.

Dispute Resolution

All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 60 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English

Governing Laws and Jurisdiction Clause

The RFP shall be construed and interpreted in accordance with and governed by the Laws of India subject to the exclusive jurisdiction of Court of Pune over matters arising out of or relating to this RFP.

SEVERABILITY

If any of the provisions of this RFP may be constructed 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.

In the event any court or other government authority shall determine any provisions in this RFP is so amended that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.

In the event that any of the provisions of this RFP shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this RFP were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by way of law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this RFP.”



Non-Disclosure Clause

It is hereby agreed that all the parties in this agreement hereby agree as follows-

Bidder shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which Bidder protects its own confidential and proprietary information. Bidder shall restrict disclosure of the Information solely to its employees, agents and Sub-contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such Information.

To use the Information only as needed for the purpose solely related to the Project

Except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such Information

Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the Contractor in any future tendering process of the Bank

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure or access.”

CONFIDENTIALITY

Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the Bank which would reasonably be considered to be proprietary to the Bank including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Bank and where the release of that Confidential Information could reasonably be expected to cause harm to the Bank

The Bidder agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Bidder has obtained, except as authorized by the Bank. This obligation will survive indefinitely upon termination of this Agreement.

All written and oral information and material disclosed or provided by the Bank to the Bidder under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Bidder.

For purposes of this Agreement, “Confidential Information” excludes any such information which (i) is known to the public; (ii) is lawfully acquired by the receiving Party; (iii) was known to the receiving Party without breach hereof; (iv) was or is independently developed by the receiving Party; or (v) is required to be disclosed by Governmental or Judicial order, in which case the Party so required shall give the other Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the other Party seek a protective order or other appropriate remedy.



Indemnity

Bidder shall indemnify, protect 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 for

- i. an act or omission of Bidder, its employees, its agents, in the performance of the services provided by this contract;
- ii. breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder;
- iii. Bidder shall indemnify 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 Receiving party or its employees/ agents/ persons employed by third parties;
- iv. This indemnification is only a remedy for the Bank. Bidder 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

Sub-contracting

The Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the Bidder under the contract without the prior written consent of the Bank.

Protection of Reputation

It Is agreed between the parties that Bank being in service industry its reputation goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if Bidder fails to perform its obligations in the best possible manner and or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the company against its services. Bidder undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the bank without any further notice.



ANNEXURE "B"

FINANCIAL

REQUEST FOR PROPOSAL FOR THE PROVIDING CATERING SERVICES AT
(A) BANK OF MAHARASHTRA, Staff Training College, Lane- 11 Prabhat Road
Pune 411004.

(B) Staff Training Centre Dahanukar Colony Pune.

S. No	Nature	Particulars	Service Timings	Amount (Rs.)
1	Morning Tea / Coffee	One full cup of Tea/Coffee/Milk 150 ml in each room with or without sugar	5.45am -7.00 am	Rs.
2	Break-Fast	<p>Veg.-</p> <ol style="list-style-type: none"> 1. One South Indian item- Idli-sambar/ chutney, masala dosa/ Medu/ potatowada-sambar /chutney / upma/ uttapam 2. One Maharashtrian item-, Misal-pav, Kanda-poha, sabudana khichadi, Upawas chivda with potato/ banana wafers, wada with curd 3. One North Indian Item- Puri-bhaji, Chole-bhature, Alu-paratha with Chutney & curd 4. One English Breakfast item- milk with corn flakes/muesli and one cup of Tea/ coffee, bread-butter/ bread toast/ bread jam 5. One non-veg item- Egg Omlette (Two-Eggs) / Two Boiled eggs, with 4 slice of bread 6. Fruits- one banana/ any seasonal fruit/ fruit juice 	<p>8.15---9.30 am</p> <p>Timings to be followed strictly</p>	Rs
3	Morning Break Tea, / coffee	One full cup Tea / coffee / Bourn vita /energy drink; 150 ml sugar as per requirement.	1130.---11.45 am	Rs.
4	Lunch	<p>Lunch menu-</p> <p>Starters- soup (change the variety daily)</p> <p>Roughage et al- salad / raita, dry / wet Chutney / pickle for taste, papad, curd / buttermilk</p> <p>Choice of bread- roti/ puri/ naan/ kulcha/ stuffed parantha/ pithla/ chilla</p> <p>Rice- White rice/ Jeera rice/ Pulao, Masala Rice/ Dal Khichdi/ Curd Rice</p> <p>Dal- Dal tadka/ yellow dal/ Maharashtrian Varan/ South Indian</p>	1.00-----2.00 pm	Rs.



		<p>Style Dal (paruppu)</p> <p>Choice of Subzi- One South Indian vegetable curry/ one North Indian vegetable curry/ one Maharashtra vegetable curry/ one paneer item (any 2 of these)</p> <p>Dessert- good quality sweet dishlike puran-poli with ghee/ modak/ burfi/ balushahi/ basundi/ shrikhand/ amrakhand/ gulab-jam/ rasgulla/ fruit salad, rabdi with Jalebi, Ice cream etc. of 150 grams.</p> <p>And prepare varied menu spread across all the training days.</p>		
5	Afternoon Tea & Coffee	One full cup Tea / Coffee, 150 ml with sugar as per requirement.	3.30----3.45 pm	Rs.
6	Evening Tea / Coffee & Snacks	One full cup Tea / Coffee 150 ml with light snacks like pakoda / samosa / kachori / wada-pav /batata wada/ sabudana wada/ 4 slices with jam / buttermaska/ VegSandwich/ Cheese Sandwich/ pattice / kanda-potato-gol bhajji / bonda,/ chakali / non-oily chivda / 4 cream or marie / milk /namkin biscuits, Upwas Chivda -- Potato / banana wafers etc .	5.30----5.45 pm	Rs.-
7	Dinner	<p>Dinner menu-</p> <p>Roughage et al- salad/ raita, dry/ wet Chutney/ pickle for taste, papad, curd/ buttermilk</p> <p>Choice of bread- roti/ puri/ naan/ kulcha/ stuffed parantha/ pithla/ chilla</p> <p>Rice- White rice/ Jeera rice/ Pulao, Masala Rice/ Dal Khichdi/ Curd Rice</p> <p>Dal- Dal tadka/ yellow dal/ Maharashtra Varan/ South Indian Style Dal (paruppu)</p> <p>Choice of Subzi- One South Indian vegetable curry, one North Indian vegetable curry, one Maharashtra vegetable curry, one paneer item (any 2 of these)</p> <p>Dessert- good quality sweet dishlike puran-poli with ghee/ modak/ burfi/ balushahi/ basundi/ shrikhand/ amrakhand/ gulab-jam/ rasgulla/ fruit</p>	8.30----9.45 pm	Rs-



		salad, rabdi with Jalebi, Ice cream etc. of 150 grams. And prepare varied menu spread across all the training days.		
8	Non-Veg Dish	Chicken dish (pieces weight 200 grams)/ Egg- masala -curry (Two-Eggs)/ Mutton dish or Seafood preparation NON VEG dishes are to be supplied on Wednesday & Friday either during lunch or dinner as advised by the Bank & items served on Wednesday should NOT be repeated on Friday.		-- -----
		TOTAL		Rs.

Note: 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 three different ways alternatively like Maharashtrian / South Indian / Dal- tadka or Like North –Indian style.

Other items to be served daily;-

- 1 Daily Basmati Rice only.
- 2 Daily Green Salad – cucumber (Kakdi,) Gajar, Onion, tomato, Pickles
Mango / lemon
- 3 One Curd preparation daily in Lunch & Dinner- Curd /Boondi Raita /Dahiwada etc.

For Fasting Purpose- Food snacks for fasting (Upwas) day-

Minimum following 2 items with a glass of milk or Lassi & sweet or Fruits (seasonal);
Sabudana khichadi plus Sabudana Wada/ Potato Chivda /Boiled Nuts with Dahi.

I / We hereby declare that all the above stated terms and conditions and that all the rates quoted by me as above in Schedule B are all acceptable to me / us and I / we shall abide by them for the full term of contract; despite variations in the prices of raw material and labors/workers required for smooth running of the canteen; if the contract is awarded to me / us.

Name of the Contractor / proprietor / partner/ s
Name of the firm:

Full address and contact numbers of the Firm, proprietor / partner / s -including landline:

Tel No: - Office-,

Cell No-

(-----)

Signature Proprietor / partner / s
With rubber stamp of the Firm