



BANK OF MAHARASHTRA
(A Govt. of India Undertaking)
Head Office, "Lokmangal"
1501, Shivajinagar, Pune-411005

REQUEST FOR PROPOSAL
(2nd advertisement)

For Catering Services

AT

BANKS STAFF COLLEGE

Located at Pune -4 &

ITTI, D. G. Pune, &

Staff Training Centre, Dahanukar Colony Pune

Non Refundable Tender Price Rs. 1,000/-

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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 invites sealed offers 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) (c) ITTI Centre at Deccan Gymkhana Pune. The details are as under:

The contractor should have minimum experience of 3 years as on 31/03/2019 for providing catering services to approximately minimum 100 persons to Government organizations, Reputed Private sector institutions or any commercial organization like Bank, Insurance companies, Govt, offices, NIBM, CAB, NIA etc. . . .in Pune city area.

- 1) Name of the work; - Providing catering services i.e. bed 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. Staff Training College, Dahanukar colony Pune, and ITTI Deccan Gymkhana branch Pune.**
- 2) Earnest money (**EMD**) Rs- **25000**/(Rs- Twenty 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**.
- 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 and STC Dahanukar colony Pune.

5) Cost of blank tender forms: - Rs- 1000/-only. (Non Refundable)

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; - 29/05/2019 at 3.30 p.m.**
- 7) Last date of submission of tender: - 31/05/2019 up to 2.30 p.m.
- 8) Date & time of opening of technical bid:-31/05/2019 at 4.00 p.m.
- 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 Dahanukar and ITTI Deccan Gymkhana and the said envelope duly sealed should be submitted to Assistant General Manager, Corporate Services Department, Lokmangal, 1501 Shivajinagar,Pune-411005 **on or before 31.05.2019. by 2.30 p.m.**

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 – 31.05.2019 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 of Maharashtra regarding selection of catering service provider will be final and binding and no further correspondence will be entertained.
- 5) Intending Catering service providers are requested to read the proforma carefully before filling the particulars.
- 6) Incomplete tender/application will not be considered.
- 7) Information / details furnished by catering service providers, 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.1000.00** which is non refundable & 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 Assistant General Manager, Corporate Services department, Lokmangal, 1501 Shivaji nagar, Pune- 411005 **on or before – 31.05.2019 by 2.30 p.m.**
- 13) It is necessary that catering service provider must have full set up 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.
- 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) Since this is second advertisement and Bank has liberty to go ahead with the tendering process even if single tender is technically qualified

Assistant General 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 to ITTI Deccan Gymkhana Pune.
- 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 Pune.
(c) ITTI Deccan Gymkhana Pune 4.

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- 25000/- 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.1000/- 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 Service Provider.

Date; -

Address;-

TECHNICAL BID**ANNEXURE – II**

Following details are to be submitted by the Contractor.

S.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	2016,2017,2018
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 • RPFIC 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

contd on page 10

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 in the firm

SR NO	NAME OF PERSONNEL	QUALIFICATION	EXPERIENCE	REMARKS

3) List of minimum personnel required – 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 Service Provider

ANNEXURE – III**ELIGIBILITY CRITERIA**

The contractor should have the minimum of 3 years' experience as on 31.03.2019 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.
2. The contractor should submit Technical Bid & Financial Bid in **separate sealed Envelope.**
3. The Technical bid should accompany a DD of Rs.25,000/ drawn on any Nationalized Bank in the Name of Bank of Maharashtra, payable at Pune as earnest money (EMD).. 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			3 marks
	5 to 10 years			5 marks
	10 to 15 years			7 marks
	Above 15 years			9 marks
	Government body/ PSUs catering experience			3 marks
	3 to 5 years			1 marks
	5 to 10 years			2 marks
	10 years & above			3 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)
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 vendor 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 vendor'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		
TOTAL		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/vendors scoring **50 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.

ARTICLES OF AGREEMENT

THIS AGREEMENT is made on this _____ day of _____ 2019, at Pune,

BETWEEN

BANK OF MAHARASHTRA, a Banking company constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at "Lokmangal, 1501, Shivajinagar, Pune, 411005 and having its staff training college at Prabhat Road 9th Lane Pune 411 004 (hereinafter called "**The Bank**") which expression shall unless the context does not so admit, include its successors and assigns, on the one Part, and

M/s-, _____ a Service provider/Company/Firm constituted under the Companies Act 1956, and having its Registered Office at

(Hereinafter called "**THE CONTRACTOR**") which expression shall unless repugnant to the context or meaning thereof include its successors and assigns on the Other Part

WHEREAS the Bank desirous of entrusting the work of providing of catering services (hereinafter called the Work) at Banks premises at Staff Training College, CTS-94, Plot-10, Lane No.11, Prabhat Road, Pune--411 004.

AND WHEREAS the Contractor hereby agrees to the terms and conditions set out in the Contract and whereas the said terms and conditions of the contract have hereafter been signed by or on behalf of the parties hereto and whereas the Contractor has deposited a sum of **Rs. 30,000/- (Rs. Thirty Thousand only)** with Bank of Maharashtra as security deposit for due performance of this agreement vide

CDR No. _____ Dated _____, at its Erandwana, Branch, Pune branch for a period of one year.

NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS: -

1) For the consideration hereinafter mentioned the Contractor will upon and subject to the conditions annexed hereto; provide food services to the employees attending the training and / or visitors of the Bank items of menu, as stipulated in the Annexure "B" annexed herewith at all reasonable times.

2) The said conditions and Annexure "A" & "B" thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and perform the agreements on their parts respectively on such conditions contained.

In witness we set our hands on this _____ day of _____ 2019

1)

Signed, Sealed and Delivered by **within named "THE CONTRACTOR"**
Name & Address:

Signature of the **Contractor**/authorized signatory with official seal.

2)

Signed, Sealed and Delivered by **"The Bank"**
Bank of Maharashtra through its
Constituted Attorney
Shri.
Deputy General Manager (Trg) & Principal,
Staff Training College, Lane No.11,
Prabhat Road, Pune, 411 004.

Witnesses: -

1) Signature

Name: -

Address: -

2) Signature

Name: -

Address:-

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 & 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 for serving bed tea.
 - 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) Items included in Annexure "B" may be added or removed from "the Menu" by mutual written agreement between the Bank and the Contractor only.

8) **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 service provider. The Bank will be the sole Judge to determine these facts.

9) 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.

10) 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.

11) 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.

12) 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.

13) 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.

14) 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.

15) 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.

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

17) 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.

18) 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.

Programs may be of one, two or more day's duration. Accordingly, mess Services will have to be provided on the basis of attendance. Also, during the Period from 15th March to 15th April & from 15th September to 15th October in a year, there may not be any training programs & hence mess services may not be required during this period.

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.

19) **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.

20) 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.**

21) 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.

22) **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.**

23) The Contractor shall **deposit with the Bank a sum of Rs.30,000/- (Rs. Thirty 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.

24) 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.

25) 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.**

26) 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.**

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

28) 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.

29) 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.

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

31) The service provider 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.

32) 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.

33) In the event of the contract being terminated or non renewal upon its expiry or during the running of the contract the Service provider 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.

34) 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 employees/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.

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 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 service provider, emphasis will be given on the ability & competence of applicants to do quality work within the specified time schedule.

- 9) The catering service provider 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.**

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.

(C) ITTI Deccan Gymkhana Pune 411004

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	<u>Veg.</u> Like Idli-sambar / chutney, Medu/potatowada-sambar / chutney, Masala-dosa-, Uttapam, Uppma, Misal-pav, Kanda-poha, Puri-bhaji, Chole-bhature, Alu-paratha with Chutney & curd, sabudana khichadi / wada with curd, Upawas chivda with potato / banana wafers, with one banana / seasonal fruit, milk with corn flakes and one cup of Tea / coffee. <u>OR</u> <u>Non-Veg.</u> Egg Omlette (Two-Eggs) / Two Boiled eggs, with 4 slice of bread, butter / Sauce / jam plus one banana/ seasonal fruit / one laddu / barfi , milk with corn-flakes and one cup of Tea / coffee	8.15---9.30 am Timings to be followed strictly	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	Full veg.-meal , starting with soup daily change, & consisting of Chapatias & puri / bhakari, Basmati rice / Jeera rice/ pulao / masala rice/dal khichadi, one South / Maharashtraian vegetable curry ,one North Indian vegetable / paneer item , dal, salad / raita, dry / wet Chutney /	1.00-----2.00 pm	Rs.

		pickle for taste ,papad,curd / buttermilk ,Upawas-Chivda / finger chips / sabudana-wada /Sabudana khichadi and one limited good quality sweet dishlike puran-poli with ghee, modak / burfi / balushahi / basundi / shrikhand / amrakhand / gulab-jam / rasgulla / fruit salad, rabdi with Jilebi ,Ice cream,etc of 150 grams.		
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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	Full Veg. meal (without soup) as item no 4 lunch with Limited Non-Veg dish as at Item No 8 to be served twice a week normally (Wednesday & Friday)	8.30----9.45 pm	Rs-
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.

Food snacks for fasting (Upwas) day. Minimum following 2 items with a glass of milk or Lassi & sweet or Fruits

Sabudana khichadi plus Sabudana Wada/ Potato Chivda /Boiled Nuts With Dahi, One glass of milk or Lassi, With Fruits (seasonal)

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