



**NOTICE INVITING TENDER FOR
Catering Services at BIRD, NABARD, Kolkata
01 November 2024 to 31 October 2025**



**BANKERS INSTITUTE OF RURAL DEVELOPMENT
ABHILASHA-I, 6, ROYD STREET, KOLKATA – 700 016.
Ph. 033-22640029, Email: bird.kolkata@nabard.org**

Date of issue of tender	27-09-2024
Earnest Money Deposit (Rs.)	₹20,000/- Name of Account: National Bank for Agriculture and Rural Development Account Number (VAN): NABADMNo6 Bank Name: NABARD Branch Name: HEAD OFFICE, MUMBAI IFS Code: NBRD0000002
Pre-bid Meeting with Bidders	04-10-2024 (Friday), 1500 Hrs.
Last date for submission of Bids	18-10-2024
Date and time for opening of Bids	18-10-2024 (or later as convenient to BIRD, Kolkata)

Notice Inviting Tender निविदा आमंत्रण सूचना

1. National Bank for Agriculture and Rural Development (NABARD), invites tender in two parts from all eligible bidders for Catering Services at its Training Establishment, BANKERS INSTITUTE OF RURAL DEVELOPMENT, ABHILASHA-I, 6, ROYD STREET, KOLKATA – 700 016 for period 01 November 2024 to 31 October 2025 may be renewed for one/two years based on satisfactory performance and solely at the discretion of NABARD as per terms and conditions contained in the Tender. The Tender Document may be downloaded from <https://www.nabard.org> or <https://eprocure.gov.in>.

राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड), अपने प्रशिक्षण प्रतिष्ठान, बैंकर्स इंस्टीट्यूट ऑफ रूरल डेवलपमेंट, अभिलाषा-1, 6, रॉयड स्ट्रीट, कोलकाता - 700 016 में खानपान सेवाओं के लिए सभी पात्र बोलीदाताओं से दो भागों में निविदा दस्तावेज में निहित नियमों और शर्तों के अनुसार 01 नवंबर 2024 से 31 अक्टूबर 2025 तक की अवधि के लिए निविदा आमंत्रित करता है। निविदा दस्तावेज <https://www.nabard.org> या <https://eprocure.gov.in> से डाउनलोड किया जा सकता है। संतोषजनक प्रदर्शन के आधार पर एक/दो साल के लिए अनुबंध का नवीनीकरण किया जा सकता है और पूरी तरह से नाबार्ड के विवेक पर निर्भर करता है।

2. For this, a two-bid Tender process under GeM will be followed. Tenders will be applied on GeM only. Tenders not received through GeM portal shall be summarily rejected. No expense incurred by the bidder in the preparation of the Bid shall be borne by NABARD.

इसके लिए, जीईएम के तहत दूवी-चरण बोली प्रक्रिया का पालन किया जाएगा। निविदाओं का आवेदन केवल जीईएम के माध्यम से ही किया जाएगा। जीईएम पर पंजीकृत ठेकेदार केवल आवेदन कर सकते हैं। जीईएम पोर्टल के माध्यम से प्राप्त नहीं होने वाली निविदाओं को फौरन अस्वीकार कर दिया जाएगा। बोली की तैयारी में बोलीदाता द्वारा किया गया कोई भी खर्च नाबार्ड द्वारा वहन नहीं किया जाएगा।

3. The tender shall be filled as per instructions mentioned in this tender document, along with proof of having submitted EMD, and terms & conditions prescribed in this tender document. No other Terms & Conditions should be there in the bid. Tenders which do not fulfill all or any of the NABARD's terms & conditions or are incomplete in any respect, are liable to be rejected. Any additional/different terms & conditions proposed by the bidder shall be treated as rejected unless expressly assented in writing by NABARD.

निविदा, ईएमडी जमा करने के प्रमाण और निविदा दस्तावेज में निर्धारित नियम और शर्तों का पालन करते हुए इस निविदा दस्तावेज में उल्लिखित निर्देशों के अनुसार भरी जाएगी। निविदाएं, जो नाबार्ड की सभी या किसी भी नियम और शर्तों को पूरा नहीं करती हैं या किसी भी प्रकार से अधूरी हैं, अस्वीकृत कर दी जाएंगी। बोली लगाने वाले द्वारा प्रस्तावित किसी भी अतिरिक्त/अलग नियम और शर्तों को तब तक अस्वीकार माना जाएगा जब तक कि नाबार्ड द्वारा स्पष्ट रूप से लिखित रूप में सहमति न दी गई हो।

4. The Scope of Works and the services to be provided are detailed separately in the tender. Bidders are advised to go through the tender documents carefully before quoting the rates. The tenderers are advised to visit the office site, conduct survey of the existing conditions so as to familiarize themselves with the nature and scope of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.

प्रदान की जाने वाली सेवाओं को निविदा में अलग से विस्तृत रूप में उल्लेखित किया गया है। बोली लगाने वालों को सलाह दी जाती है कि वे दरों का उल्लेख करने से पहले निविदा दस्तावेजों को ध्यान से पढ़ें। निविदाकारों को सलाह दी जाती है कि वे स्थल का दौरा करें, मौजूदा स्थितियों का सर्वेक्षण करें ताकि किए जाने वाले कार्यों की प्रकृति और कार्यक्षेत्र से खुद को परिचित कराया जा सके और अपनी दरों का उल्लेख करने से पहले नाबार्ड से आवश्यक सभी स्पष्टीकरण प्राप्त किए जा सकें।

5. Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the "The Joint Director, Bankers Institute of Rural Development, Kolkata" who will review the same and if information sought are not clearly indicated or specified, NABARD will issue clarifications to all the tenderers, which will become part of the Contract Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD by the date of pre-bid meeting at 1500 Hrs. on 4-10-2024.

निविदा दस्तावेजों में किसी भी विसंगतियों, चूक, अस्पष्टता, यदि कोई हो, या उनके अर्थ के बारे में कोई संदेह है, तो उसे लिखित रूप में "संयुक्त निदेशक, ग्रामीण विकास संस्थान, कोलकाता" को सूचित किया जाना चाहिए, जो इसकी समीक्षा करेंगे और यदि जानकारी स्पष्ट रूप से इंगित या निर्दिष्ट नहीं की गई है, तो नाबार्ड सभी निविदाकर्ताओं को स्पष्टीकरण जारी करेगा जो अनुबंध दस्तावेज का हिस्सा बन जाएगा। यदि निविदा दस्तावेजों में विसंगतियां, चूक, अस्पष्टता या उनके अर्थ के बारे में कोई संदेह इस निविदा की प्री - बिड बैठक (4-10-2024) को 15:00 बजे तक नाबार्ड के ध्यान में नहीं लाया जाता है, तो नाबार्ड जिम्मेदार नहीं होगा।

6. The tenderer shall deposit Earnest Money Deposit (EMD) amounting to ₹20,000/- by directly crediting the amount in our VAN Account as per the details given below, failing which, the Tender shall be rejected. A copy of acknowledgement crediting our Account shall be given along with tender document failing which the tender will not be considered for acceptance. Those bidders who are exempted from deposit of EMD as per GoI guidelines need not deposit EMD, but they shall upload the certificate validating their exemption without which their bids will not be entertained.

निविदाकर्ता नीचे दिए गए विवरण के अनुसार सीधे हमारे वीएन खाते में ₹ 20,000/- की बयाना जमा राशि (ईएमडी) जमा करेगा, जिसमें विफल रहने पर निविदा को अस्वीकार कर दिया जाएगा। हम आपसे अनुरोध करते हैं कि निविदा दस्तावेज के साथ हमारे खाते में जमा करने वाली पावती की एक प्रति हमें दें, जिसमें विफल रहने पर निविदा को अस्वीकृत कर दिया जाएगा। जिन बोलीदाताओं को शासन के दिशानिर्देशों के अनुसार ईएमडी जमा करने से छूट दी गई है, उन्हें ईएमडी जमा करने की आवश्यकता नहीं है, लेकिन वे अपनी छूट को मान्य करते हुए प्रमाण पत्र अपलोड करेंगे, जिसके बिना उनकी बोलियों पर विचार नहीं किया जाएगा।

7. The details of bank account of NABARD are furnished below: -

नाबार्ड के बैंक खाते का विवरण नीचे दिया गया है

Name of Account: National Bank for Agriculture and Rural Development

Account Number (VAN): NABADMN06

Bank Name: NABARD

Branch Name: HEAD OFFICE, MUMBAI

IFS Code: NBRD0000002

8. The EMD of unsuccessful tenderers shall be refunded after finalization and completion of technical/financial bid. EMD of successful tenderer will be refunded after receipt of Retention Money Deposit (RMD) or Performance Bank Guarantee. No interest is payable on EMD. The EMD shall be forfeited if a Bidder withdraws his offer during the period of validity of the bid. BIRD's decision in the above cases will be final.

असफल निविदाकारों की ईएमडी तकनीकी/वित्तीय बोली को अंतिम रूप देने और पूरा होने के बाद वापस कर दी जाएगी। सफल निविदाकर्ता को रिटेंशन मनी डिपॉजिट (आरएमडी) या निष्पादन बैंक गारंटी की प्राप्ति के बाद ईएमडी वापस कर दिया जाएगा। ईएमडी पर कोई ब्याज देय नहीं है। यदि कोई बोलीदाता बोली की वैधता की अवधि के दौरान अपना प्रस्ताव वापस ले लेता है तो ईएमडी जब्त कर ली जाएगी। उपरोक्त मामलों में बर्ड का निर्णय अंतिम होगा।

9. The Performance Bank Guarantee from any nationalized commercial bank, shall be 2% of the contract value of the Tender to be deposited by the vendor within 15 days of intimation of acceptance of his Tender. A format of the Performance Bank Guarantee is enclosed. No interest, whatsoever, will be paid on the Performance Security Deposit. BIRD's decision in the above cases will be final.

परफॉरमेंस बैंक गारंटी, निविदा के स्वीकृत मूल्य का 2% होगा जो किसी भी राष्ट्रीयकृत वाणिज्यिक बैंक से सफल बोलीदाता को अपनी निविदा की स्वीकृति की सूचना के 15 दिनों के भीतर जमा करना होगा। परफॉरमेंस बैंक गारंटी का एक प्रारूप संलग्न है। निष्पादन सुरक्षा जमा पर किसी भी प्रकार का कोई ब्याज नहीं दिया जाएगा।

10. Performance security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the successful bidder or renewal, if any (to be taken afresh in such case), including warranty obligations, if any. The Security is liable to be forfeited in case the vendor/contractor commits breach of any of the terms and conditions of the contract or fail to complete the work or deliver the goods/services. If the successful bidder fails to deploy the workers provided to him or commence the services/works within a month, the prescribed time limit or fails to execute the agreement within one month, the Performance Security will be forfeited. BIRD's decision in the above cases will be final.

परफॉरमेंस सिक्योरिटी सफल बोलीदाता के सभी संविदात्मक दायित्वों को पूरा करने की तारीख से 60 दिनों की अवधि के लिए वैध रहेगी, जिसमें वारंटी दायित्व, यदि कोई हो, भी शामिल है। यदि विक्रेता/ठेकेदार अनुबंध के किसी भी नियम और शर्तों का उल्लंघन करता है या काम पूरा करने या सामान/सेवाएं वितरित करने में विफल रहता है तो सिक्योरिटी जब्त की जा सकती है। यदि सफल बोलीदाता उसे प्रदान किए गए श्रमिकों को तैनात करने या निर्धारित समय सीमा के एक महीने के भीतर सेवाएं/कार्य शुरू करने में विफल रहता है या एक महीने के भीतर समझौते को निष्पादित करने में विफल रहता है, तो परफॉरमेंस सिक्योरिटी जब्त कर ली जाएगी। उपरोक्त मामलों में बर्ड का निर्णय अंतिम होगा।

11. The validity of the offer should be 90 days from the date of opening of bids. The period may be extended by mutual agreement and the Bidder shall not cancel or withdraw the Bid during this period else EMD will be forfeited. The rates quoted by the bidders should comprise of Base Rate per unit including GST (as applicable) separately as indicated in Bill of Quantity (Price Bid). The rates quoted by the successful bidder would remain firm until the end of the contract/renewal period whichever is applicable else Security Deposit/RMD will be forfeited or PBG will be invoked.

ऑफर की वैधता बोली खोलने की तारीख से 90 दिनों की होनी चाहिए। अवधि को आपसी सहमति से बढ़ाया जा सकता है और बोलीदाता इस अवधि के दौरान बोली को रद्द या वापस नहीं लेगा अन्यथा ईएमडी जब्त कर ली जाएगी। बोलीदाता द्वारा उद्धृत दरों में मात्रा के बिल (मूल्य बोली) में दर्शाए अनुसार अलग से जीएसटी (जैसा लागू हो) सहित प्रति यूनिट

आधार दर शामिल होनी चाहिए। सफल बोलीदाता द्वारा उद्धृत दरें अनुबंध अवधि के अंत तक या नवीनीकरण अवधि तक जो भी लागू हो तक दृढ़ रहेंगी अन्यथा सुरक्षा जमा/आरएमडी जब्त कर ली जाएगी या पीबीजी लागू कर दिया जाएगा।

12. The Quotationer must include in their prices quoted for all duties royalties, GST, cess, and works contract tax or any other taxes or local charges, transportation charges, labour charges, contractor's margin, etc. No extra claim on this account will in any case be entertained.

कोटेशनकर्ता को अपने उद्धृत मूल्यों में सभी शुल्क रॉयल्टी, जीएसटी, उपकर और बिक्री कर, कार्य अनुबंध कर या किसी अन्य कर या स्थानीय शुल्क, परिवहन शुल्क, श्रम शुल्क, ठेकेदार का मार्जिन आदि शामिल करना होगा। इस सम्बन्ध में कोई अतिरिक्त दावा किसी भी परिस्थिति में स्वीकार नहीं किया जाएगा।

13. Canvassing in connection with Quotations is strictly prohibited and the quotation submitted by any agency who resort to canvassing will be liable to rejection.

कोटेशन के संबंध में प्रचार करना सख्त वर्जित है और प्रचार करने वाली किसी भी एजेंसी द्वारा प्रस्तुत कोटेशन को अस्वीकार कर दिया जाएगा।

14. The Bidder must use only the formats prescribed in "Tender Document" to fill in the Bid. The Bid must be filled in English and the amounts should be in both figures and words. If any of the documents is missing or unsigned, the Bid will be considered invalid and rejected by NABARD at its discretion.

बोलीदाता को बोली भरने के लिए केवल "निविदा दस्तावेज़" में निर्धारित प्रारूप का ही उपयोग करना होगा। बोली अंग्रेजी में भरी जानी चाहिए और राशि अंकों और शब्दों दोनों में होनी चाहिए। यदि कोई दस्तावेज़ गुम या अहस्ताक्षरित है, तो बोली को अवैध माना जाएगा और नाबार्ड अपने विवेक से अस्वीकार कर देगा।

15. All the pages and documents that comprise the Tender Document shall be signed by authorised signatory with office stamp and uploaded by the Tenderer in token of Bidder having acquainted himself with the Tender Document and its General Conditions of Contract, Specifications, etc., as laid down and acceptance of the terms and conditions specified in the tender.

निविदा दस्तावेज़ में शामिल सभी पृष्ठों और दस्तावेज़ों पर अधिकृत हस्ताक्षरकर्ता द्वारा कार्यालय की मोहर के साथ हस्ताक्षर किए जाएंगे और निविदाकर्ता द्वारा निविदा दस्तावेज़ और इसके अनुबंध की सामान्य शर्तों, विशिष्टताओं आदि से परिचित होने के संकेत के रूप में अपलोड किए जाएंगे, जैसा कि निर्धारित किया गया है। और निविदा में निर्दिष्ट नियमों और शर्तों की स्वीकृति।

16. A Pre-bid Meeting shall be held on 4-10-2024 at 1500 hours in the Conference Hall of BIRD, Kolkata office at Royd Street premises. All bidders are invited to attend the meeting after the site visit for clarification of your doubts / queries, if any, before tendering. The owner/representative attending the meeting should carry the Letter of Authorization from their organization as per format hereinafter. Any correspondence, response, or communications, whatsoever, from the bidder received after the last date/time shall be strictly treated as invalid unless called for by NABARD.

दिनांक 04-10-2024 को 15:00 बजे रॉयड स्ट्रीट में बर्ड, कोलकाता कार्यालय परिसर के कॉन्फ्रेंस हॉल में एक प्री-बिड मीटिंग आयोजित की जाएगी। सभी बोलीदाताओं को निविदा करने से पहले अपनी संतुष्टि तक सभी संदेहों / प्रश्नों, यदि कोई हो, के स्पष्टीकरण के लिए साइट और अन्य स्थितियों का निरीक्षण के बाद बैठक में भाग लेने के लिए आमंत्रित किया जाता है। निविदा दस्तावेज़ जमा करने की नियत तारीख के बाद बोली लगाने वाले के साथ किसी भी पत्राचार पर विचार नहीं किया जाएगा। बैठक में भाग लेने वाले मालिक/प्रतिनिधि को एतदपश्चात् दिए गए प्रारूप के अनुसार अपने संगठन से प्राधिकरण पत्र लाना होगा। अंतिम तिथि/समय के बाद बोली लगाने वाले से प्राप्त कोई भी पत्राचार, प्रतिक्रिया या संचार को सख्ती से अमान्य माना जाएगा जब तक कि नाबार्ड द्वारा न बुलाया जाए।

17. Intending bidders must arrange for execution of pre-bid pre-contract Integrity Pact (on a non-judicial stamp paper of Rs.200/-) (format of integrity pact attached with the tender) failing which the tender will be rejected. All bidders must upload a Pre-Contract Integrity Pact with the Bank on GeM portal, otherwise, they will not be qualified.

इच्छुक बोलीदाताओं को प्री-बिड प्री-कॉन्ट्रैक्ट इंटीग्रिटी पैक्ट (200/- रुपये के गैर-न्यायिक स्टांप पेपर पर) (निविदा के साथ संलग्न अखंडता संधि का प्रारूप) के निष्पादन की व्यवस्था करनी होगी, जिसमें विफल रहने पर निविदा को अस्वीकार कर दिया जाएगा। बोलीदाता को जेम पोर्टल पर बैंक के साथ एक पूर्व-अनुबंध अखंडता संधि अपलोड करनी होगी, अन्यथा, वे योग्य नहीं होंगे।

18. The following is the Independent External Monitors (IEMs) appointed by the Central Vigilance Commission.

केंद्रीय सतर्कता आयोग द्वारा नियुक्त स्वतंत्र बाहरी निगरानीकर्ता (आईईएम) निम्नलिखित हैं।

Dr. Sanjay Kumar Panda, IAS (Retd)
515, Ward No.3 Sideshwar Sahi
Cuttack City, Cuttack district Odisha 753 008

19. This Notice Inviting Tender (NIT) shall also form part of the Tender Enquiry. निविदा आमंत्रित करने वाली यह सूचना (एनआईटी) भी निविदा दस्तावेज़ का हिस्सा होगी।

20. The tender document of the firms who fulfill the eligibility criteria will be considered for evaluation and only their price bids will be opened.

पात्रता मानदंडों को पूरा करने वाली फर्मों के निविदा दस्तावेज पर मूल्यांकन के लिए विचार किया जाएगा और केवल उनकी मूल्य बोलियां खोली जाएंगी।

21. NABARD reserves the right to change the dates mentioned in the Tender which will be displayed, as corrigendum/amendment, at the above websites on which bidding documents are available.

नाबार्ड निविदा में उल्लिखित तिथियों को बदलने का अधिकार सुरक्षित रखता है, जिसे उपरोक्त वेबसाइटों पर, जहां बोली दस्तावेज उपलब्ध हैं, शुद्धिपत्र/संशोधन के रूप में प्रदर्शित किया जाएगा।

22. NABARD reserves the right to accept or reject any or all tenders, in whole or in part of any firm / firms without assigning any reasons whatsoever and it is not binding on the part of the NABARD to accept the lowest (L1) or any tender. Failure to select a bidder by NABARD shall not make NABARD liable to pay claim.

नाबार्ड बिना कोई कारण बताए किसी भी फर्म/फर्मों की कोई भी या सभी निविदा को पूर्णतया या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है और सबसे कम (एल1) या किसी भी निविदा को स्वीकार करना नाबार्ड के लिए बाध्यकारी नहीं है। नाबार्ड द्वारा बोली लगाने वाले का चयन करने में विफलता नाबार्ड को दावे का भुगतान करने के लिए उत्तरदायी नहीं बनाएगी।

23. NABARD reserves the right to, but without being under any obligation to do so, change/modify/amend/delete/add any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on NABARD's website and GeM portal, if required.

नाबार्ड किसी भी या सभी प्रावधानों को बदलने/संशोधित/हटाने या निविदा में प्रावधान जोड़ने का अधिकार सुरक्षित रखता है, लेकिन ऐसा करने के लिए किसी भी दायित्व के अधीन नहीं है। ऐसा संशोधन/संशोधन या शुद्धिपत्र/परिशिष्ट, यदि कोई हो, आवश्यकता पड़ने पर केवल नाबार्ड की वेबसाइट और जेम पोर्टल पर उपलब्ध कराया जाएगा।

24. NABARD reserves the right to annul the Tender process at any time prior to the contract award without incurring any liability towards the agencies.

नाबार्ड एजेंसियों के प्रति कोई दायित्व उठाए बिना अनुबंध संस्वीकृति से पहले किसी भी समय निविदा प्रक्रिया को रद्द करने का अधिकार सुरक्षित रखता है।

25. The purpose of this Tender is to provide agencies with information to assist the formulation of their proposals. This Tender does not claim to contain all information each agency may require. Each agency should conduct his/their own investigations and analysis to check the accuracy, reliability, and completeness of information in this Tender and, wherever necessary, may obtain clarification from NABARD.

इस निविदा का उद्देश्य एजेंसियों को उनके प्रस्ताव तैयार करने में सहायता के लिए जानकारी प्रदान करना है। यह निविदा प्रत्येक एजेंसी की आवश्यकता वाली सभी जानकारी को शामिल करने का दावा नहीं करती है। प्रत्येक एजेंसी को इस निविदा में दी गई जानकारी की सटीकता, विश्वसनीयता और पूर्णता की जांच करने के लिए अपनी स्वयं की जांच और विश्लेषण करना चाहिए और जहां भी आवश्यक हो, नाबार्ड से स्पष्टीकरण प्राप्त कर सकता है।

26. NABARD makes no assertion or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of this Tender.

नाबार्ड इस निविदा की सटीकता, विश्वसनीयता या पूर्णता के संबंध में कोई दावा या वारंटी नहीं देता है और किसी भी कानून, कानून, नियम या विनियमन के तहत कोई दायित्व नहीं लेगा।

27. Please note that all information desired needs to be provided by the bidder in the formats specified by the Bank. The bidder shall bear all the costs associated with the preparation and submission of the bid and NABARD will, in no case, be responsible or liable for such costs, regardless of the conduct or outcome of tendering process.

कृपया ध्यान दें कि बोलीदाता को बैंक द्वारा निर्दिष्ट प्रारूप में सभी वांछित जानकारी प्रदान करनी होगी। बोलीदाता बोली की तैयारी और प्रस्तुतीकरण से जुड़ी सभी लागतों को वहन करेगा और नाबार्ड किसी भी मामले में, निविदा प्रक्रिया के संचालन या परिणाम की परवाह किए बिना, ऐसी लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा।

28. Technical specifications, terms and conditions, various formats and proforma for submitting the tender offer are described in the tender document and its enclosures/annexures.

निविदा प्रस्ताव प्रस्तुत करने के लिए तकनीकी विनिर्देश, नियम व शर्तें, विभिन्न प्रारूप और प्रोफार्मा निविदा दस्तावेज और उसके संलग्नकों/अनुलग्नकों में वर्णित हैं।

29. In case of any confusion/ doubt with regards to interpretation, the English version shall prevail.

व्याख्या के संबंध में किसी भ्रम/संदेह की स्थिति में, अंग्रेजी संस्करण मान्य होगा।

भवदीय Yours faithfully

Sd/-

सुद्युम्न पाल (Sudyumna Pal)

उप महाप्रबंधक Deputy General Manager

Scope of work for Catering Services

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

1. Nature of Services

- i) Providing catering services, i.e., cooking and serving of snacks, beverages, meal, etc. and related works for Participants, Guests, Guest Faculties, Officials of the Bank, etc. during office hours and outside office hours or holidays, if required by the Bank.
- ii) Providing special catering services within the office premises/campus/any other local premises of BIRD Kolkata on special occasions as required by the Bank.
- iii) Providing water from water purifier/water cooler or packaged water to be served for meetings, trainings, etc.
- iv) Rates shall be quoted separately as per the financial bid format, on per head per day basis.
- v) The Contractor shall adhere to the timeline given by the Bank for serving/buffet arrangements on BIRD Kolkata's premises/designated premises.
- vi) The Contractor shall ensure timely delivery with the agreed standards and quantity of required services by the Bank.

vii) The Contractor may provide adequate number of staff for serving, cleaning and cooking for approximately 35 persons at a time.

viii) The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc. as may be necessary for carrying out the contract. The contractor shall also inform and assist the Bank in procuring any registration, permissions, or approvals, which may be statutorily required to be obtained by the Bank for availing the services. The contractor shall possess valid license under the FSSAI and rules thereunder for running canteen services, Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation and Abolition) Act 1970 and the rules thereunder and shall comply with all terms and conditions thereof strictly and shall keep such license duly validated and/or renewed from time to time. The Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments.

ix) The contractor should have license/Registration under Shop & Establishment Act for providing catering.

x) The contractor will source ingredients for preparation, at their cost, as per requirement of the Bank, and prepare in BIRD Kolkata's specified space in its premises and serve the same in designated dining area/cabins/conference halls/seat of staff, etc. in a hygienic manner. The contractor shall not prepare or serve any item without prior approval of the Bank.

xi) For the purpose of executing the works under this Tender, the contractor will be permitted to use and occupy the Trainee Lounge/Canteen consisting of one dining hall, kitchen, storeroom, washing area, etc. The Contractor shall ensure proper cleaning, upkeep and maintenance of these areas.

xii) The contractor shall ensure that the food shall be good, wholesome and of high quality and ingredients shall be branded. Moreover, before using the raw materials and other ingredients for cooking, the contractor shall ensure their quality and wholesomeness.

xiii) The officials of the Bank may be required to work at times on weekends and Public Holidays. The contractor will also have to provide catering services on those days to the trainees/staff/Officials as per need. No extra charges shall be entertained.

xiv) The timeliness and scheduling for delivery or completion of services shall be strictly adhered to and shall be deemed to be essence of the contract. For reasons other than those beyond Contractor's control and is not as per specification agreed to or if the time schedule is not adhered to and the job

is delayed during delivery, inter alia, the Bank shall be entitled to exercise relevant clause of contract regarding Penalty, Completion or Termination for Default.

xv) The Contractor or his authorised representative should visit the site frequently as required by the Bank and meet officials for clarifications and to receive instructions.

xvi) The maximum rate for preparation and serving of tea, coffee or hot beverages consisting of tea, milk, sugar sachets, boiled milk along with cookies/nan khatai/others and cleaning of utensils is ₹15.00 per cup, i.e., morning or evening tea for participants. Other add-ons, which may/may not be mentioned in the Tender Enquiry and/or SLA may be cooked, served and cleaning of utensils upto the prevailing cost in 3-starhotel/s in the vicinity on prior approval.

2. Rights of Lounge Committee of BIRD

i) It shall be open to the Lounge Committee formed by the Bank to inspect the Lounge/Canteen/ Dining, kitchen, etc. at any time. The contractor shall invariably get packed/ loose ingredients checked and certified by the Lounge Committee or concerned officer/official of NABARD before being put to use for cooking/serving.

ii) The Lounge Committee or authorised official/s of BIRD Kolkata shall have authority to carry out tests and checks at their convenience, the raw materials, ingredients used for cooking, cooking arrangements and finished products and will have absolute right to reject the cooked or raw items if they do not meet the required standard at its sole discretion and the same would be destroyed at the cost of the contractor.

iii) BIRD Kolkata shall have authority to inspect such articles of food and provisions and shall have full powers to order discontinuance of use of such articles of food and provisions which are found to be not meeting the standards set out in the contract and/or on grounds of hygiene.

iv) An inventory statement clearly giving the break-up of stock, including usable items, items rendered unusable due to normal wear and tear and breakage/missing, if any, shall be submitted by the contractor to the Lounge Committee by 10th of every month or such other period as advised by BIRD Kolkata for inspection and verification of records.

v) The Lounge Committee of BIRD Kolkata will rate the food after tasting it on the random basis 2-3 times a month. The Lounge Committee will also rate upkeep and maintenance of Canteen, Kitchen, etc. **The penalty clause as prescribed in GeM Service Level Agreement (SLA) shall be applicable.** The penalty as decided by the Bank shall be final and binding on the Contractor. The said amount shall be recovered while making payment in respect of the said Bill. In case the bill corresponding to the rating period has already been paid without deductions, the Bank shall be entitled to recover the penalty amount from the payments in respect of subsequent bills.

vi) Preparation of Menu: The menu for each day's breakfast, lunch, evening snacks, dinner, etc. shall be drawn up by the contractor's agency every week in advance in consultation with the concerned Faculty Member/BIRD officials (as the case may be), with due regard to the seasonal requirements, needs and varying tastes of the participants coming to BIRD Kolkata from different parts of the country. Signed menu shall be enclosed with the bills at the time of submitting the same for payment.

vii) There will be surprise visit by the Lounge Committee to inspect the food items mentioned in the succeeding pages and if the Contractor is found using other than those brands specified in the list for cooking, penalty may be imposed, or the Contract may be terminated.

3. Provisions, Supplies and Store

i) The contractor shall be solely and wholly responsible for procurement of all food articles and provisions at his own cost. The contractor shall bear complete financial responsibility for all purchases and financial commitments he may enter into for fulfilling the contract.

- ii) For the purpose of serving beverages/snacks/refreshment/food/meal, etc., the contractor shall prepare items at his own cost in the kitchen of office canteen of BIRD Kolkata. Raw materials are to be procured by the contractor who should ensure that the procured items are of best quality. The Bank will not be responsible for contractor's materials. The highest standards of quality and hygiene are to be maintained by the contractor.
- iii) It shall be the responsibility of the contractor to store materials purchased by him in a neat, tidy and hygienic manner in the space provided by BIRD Kolkata. The security of such material shall be the sole responsibility of the contractor.
- iv) The quality of food and provisions used shall be of good standard as specified. Suitable refrigerator shall be provided by BIRD Kolkata for storing perishable items. It shall be the responsibility of the contractor to store materials in an appropriate and hygienic manner.
- v) Raw food items such as vegetable, milk, fish, mutton, chicken, eggs, fruit etc. shall be procured fresh and of good quality failing which the items shall be rejected and the contractor shall replace the same with fresh products.
- vi) There shall be no reshuffling of food i.e. **leftover food of one meal shall not be served at the next meal.**
- vii) The Contractor shall arrange to get the leftover food and other garbage disposed every day at regular intervals, at his/ her own cost, to the satisfaction of the BIRD.
- viii) Reuse of burnt oil is strictly prohibited. Oil once used shall not be used again.
- ix) Food shall be cooked only in the kitchen of the Canteen. Contractor shall not bring or serve any food prepared or cooked outside except for packaged food, packed items, biscuits, cookies, nan khatai, branded snacks, sweets, etc.***
- x) The Contractor shall not carry away any material/item out of the premises without permission of BIRD.

4. Cooking Gas/Fuel

BIRD Kolkata shall provide commercial LPG gas connection and stove and the contractor shall arrange for regular supply of commercial LPG gas refills at his own cost and pay directly to the gas dealer. The contractor must ensure prompt and uninterrupted supply of gas by placing order with the dealer sufficiently in advance and arrange for alternative sources when there is any short supply of gas. BIRD Kolkata may also provide Piped Natural Gas connection in future. The usage charges on actual basis for the same will be borne by the contractor. The food will be served in hot condition and the contractor will arrange for and bear the cost of the solid fuel required to keep the food hot. While quoting rates, this aspect may specifically be taken into account.

5. Kitchen Equipment, Electrical and Electronics Fittings

- i) BIRD Kolkata shall provide kitchen equipments, chimney, fans, exhaust fans, lights, microwave, water cooler, water purifier, refrigerator, cooking vessels, utensils, fly catcher, etc. These equipments and electrical fittings shall be handled in a proper manner and shall be cleaned regularly by the contractor at his own cost. The contractor shall keep the usage of water and electricity restricted to a reasonable level.
- ii) Adequate care shall be taken to keep the kitchen equipment in good condition as per list updated from time to time. The kitchen equipments shall be cleaned on a daily basis and kept clear of any spillage of food and oil, at the contractor's own cost. Any repairs, if required, shall be recorded and brought to the notice of the authorized official of BIRD Kolkata immediately. Repairs on account of mishandling/negligence of workmen shall be carried out by the contractor at own cost. The contractor will not be allowed to use induction cooktops and heaters.

iii) The Contractor shall be responsible for taking adequate care of all equipments, utensils, etc. They should bring to the notice of BIRD Kolkata, the repairs and maintenance work that are required to be undertaken from time to time. If any repairs of the equipment are to be made on account mishandling/ negligence of the workmen of the Contractor, except normal wear and tear, the said items shall be repaired by the Contractor at his/her cost.

6. Furniture and Fixtures

All furniture, fixtures, equipment and articles as per inventory separately prepared and all other furniture, fixtures, equipment and articles bought or made available by BIRD Kolkata in or to the kitchen, dining rooms, canteen, etc. shall remain to be exclusive property of BIRD Kolkata and shall on termination/expiry of this contract be handed over by the contractor to BIRD Kolkata in the same order and condition in which they were at the beginning of the contract, except for reasonable wear and tear. The Contractor shall maintain inventory of the stock of items given by BIRD Kolkata.

7. Crockery, Cutlery, Cooking utensils Buffet Burner etc.

Crockery, cutlery, utensils, casseroles, temperature-controlled equipment, etc. for serving of food and dining upholstery are to be provided by the contractor/ service provider only. The contractor shall at all times keep and maintain all articles in a clean, neat, hygienic and tidy order.

8. Damage to other articles in the premises.

The contractor shall be responsible for any damage to the Lounge, Canteen, etc. accessible by the contractor and to the fittings, fixtures, furniture, equipment, etc. entrusted to the contractor, when such damage is, in the opinion of BIRD Kolkata, caused due to negligence or carelessness or any fault on the part of contractor or that of its Manager, Workmen, Agent, etc. and the contractor shall be liable to pay BIRD Kolkata such amount in respect of such damage as may be assessed by BIRD Kolkata.

9. Electricity

The charges for electricity consumed for lights, fans and other electrical appliances shall be borne by BIRD Kolkata but proper steps shall be taken by the contractor to ensure that the fans, lights and other electrical appliances are used with due economy and are switched off when not required or are used only to minimum extent necessary, so as to avoid wasteful consumption of electricity. The Bank reserves the right to levy penalty on the contractor in case of wastage of electricity.

10. Water Supply

Water required for maintaining the canteen shall be supplied by BIRD Kolkata. The contractor shall ensure economical consumption of water and shall ensure that there is no wastage of water. Leaking taps shall be brought to the notice of BIRD Kolkata well in time to repair the same. In case of water shortage/no supply, the contractor shall cooperate for regulated supply by BIRD Kolkata. The contractor shall abide by such instructions, as may be imposed or as may be issued by the appropriate Government, Civic authorities and officials of BIRD Kolkata or any other person authorised by BIRD Kolkata regarding consumption of water. The Bank reserves the right to levy penalty on the contractor in case of wastage of water.

11. Maintenance of Canteen

i) The Contractor shall keep the canteen, adjoining space including kitchen, storeroom/s, stores, almirahs, racks, selves, loft, machines, equipment, vessels, containers, utensils, doors, windows, electrical fittings, electronics, etc. in a clean and tidy condition and use branded detergent/solutions to clean and mop these areas.

ii) The dining tables and service tables must be maintained in a clean and neat manner and free of pests.

- iii) The cleaning and maintenance material like soap, detergent, floor, and toilet cleaner, broom, brush, etc. required in this regard shall be arranged by BIRD Kolkata.
- iv) The contractor shall ensure that the beverages, meal, etc. are prepared in the office kitchen only. Highest standard of hygiene is to be maintained.
- v) The cleanliness and maintenance of the utensils used for cooking is to be strictly ensured besides proper maintenance of fridge, water cooler etc.
- vi) The contractor shall take full responsibility of cleaning and upkeep of entire lounge and dining area.
- vii) The contractor has to ensure that every day before and after operations, the pantry / dining halls/ dishes and all the crockery and cutlery are cleaned and kept in order before closing of the day.
- viii) The contractor has to ensure proper disposal of waste and take care to see that the outlets / ducts provided in the kitchen are not blocked / damaged etc.
- ix) The contractor will be responsible for removal of the garbage and keeping the assigned premises neat and clean.

12. Personal Supervision

It shall be the contractor's responsibility to ensure that obligations under the terms of this agreement are duly performed and observed. A competent and qualified person with a minimum of three years' experience in this field shall be appointed as Manager/Supervisor whose name and contact number should be informed to BIRD Kolkata and who shall remain in person at the location to manage and supervise the catering services properly. The Manager should be conversant at least in English, Hindi and Bangla.

13. Catering Standards

- i) Food and provisions used should be of good quality and must be well established brands as indicated hereinafter. The food items, provisions, etc. shall be kept stored in closed containers in a hygienic manner.
- ii) The contractor will ensure supply of quality items. In case of unsatisfactory / unhygienic quality of food items or lapses in service or any breakage / shortage in crockery/cutlery etc., deductions will be made as penalty which will be solely decided by BIRD Kolkata. The amount of penalty would be decided by BIRD Kolkata on each occasion and will be final, conclusive and binding. In case of continuous lapses on part of the contractor, BIRD Kolkata shall reserve the right to terminate the contract at any time giving notice of one month.
- iii) The kitchen will be under the constant supervision of BIRD Kolkata and any lapse will be viewed seriously. Good quality branded raw materials are to be used for the preparation of food.
- iv) High standards shall be maintained at all times with regard to quantity, quality and purity of food stuff. The catering staff shall maintain high standards of cleanliness in preparation and handling of food items; cooked food and cut fruit servings. Workmen handling cooking and cutting of food items shall maintain high level of personal hygiene and cleanliness.
- v) The Catering staff shall be courteous while serving the participants, guests, and guest faculty and staff members. **Rating of food will be done under heads Excellent, Very Good, Good and Poor by the participants. Rating of the service shall be maintained at 'very good' and above at all times.** The Contractor shall take steps to improve the service if the Lounge Committee or 40% of the participants have rated the food served in a programme as below 'very good'.
- vi) The Contractor shall ensure that the food items supplied are as per the standards prescribed by the Government authorities and if at any time any fine is imposed by the Government authorities, the same shall be borne by the Contractor. BIRD Kolkata will not pay any fine or penalty that may arise/or

that may be imposed on account of the fault of the Contractor. The Contractor shall be personally and solely responsible for any consequences due to food poisoning, if any. Besides refusal of entire payment for the sessions during which such food poisoning has occurred, the Bank may initiate further stringent action, as deemed fit.

vii) Utensils, cups, saucers, flasks, crockery, cutlery etc. shall be scrubbed and cleaned thoroughly with soap water and hot water. The kitchen utensils, cutlery, crockery, glassware, linen etc. used in the Canteen shall be very clean & tidy and any laxity in this regard will attract severe penalties of the amount that shall be determined by BIRD Kolkata which shall be binding on the Contractor.

viii) The Contractor shall ensure that the catering premises are kept neat and clean. A thorough master cleaning of all equipments, fixtures, utensils shall be carried out by the contractor by removing the grime, grease, stains, oil etc. and wiped well with a clean & dry cloth.

14. Complaints and improvements

The Contractor shall carry out such improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by the participants, guest faculty and staff either directly to him/her or through the feedback report.

15. Utensils for cooking non-vegetarian food

The Contractor shall ensure that cooking vessels and other utensils used for preparing non-vegetarian dishes are not used for cooking and serving vegetarian food. A separate cooking arrangement and use of separate utensils etc. shall be ensured for Vegetarian and Non-Vegetarian dishes.

16. Service Timings

i) The timings for serving the Participants/Staff/Guests shall be as under:

In Classroom

Morning Tea/Coffee/Other Beverages with cookies/nan khatai 11:30 AM
 Afternoon Tea/Coffee/Other Beverages with cookies/nan khatai 03:30 PM
 Evening Tea/Coffee/Other Beverages with Snacks (anyone as under) 05:15 PM

Onion/aloo/paneer/mixed pakoda – 75 gm	Aloo bonda – 2 nos.
Veg cutlet – 2 nos.	Veg samosa – 2 nos.
Kachodi – 2 nos.	Aloo tikki – 2 nos.
Veg sandwich – 2 nos	Dhokla – 2 nos
Cooked pulses – 75 gm.	Mix veg poha – 75 gm.
Any other item as per Lounge Committee / BIRD	

Dining Service

Breakfast 08:00 AM – 09:30 AM (if required)
 Lunch 01:30 PM – 02:30 PM
 Dinner 08:00 PM – 09:30 PM (if required)

ii) The above timings could be generally observed. However, there could be exceptional circumstances warranting catering service before or beyond the above timing to which the Contractor shall oblige.

iii) The Contractor will maintain punctuality in serving tea/coffee/food, etc.

iv) The Contractor and his staff will avoid usage of mobile phones while serving or on duty during the training sessions/meetings of BIRD Kolkata.

v) The Contractor shall supply and serve wholesome and hygienic meals and snack in accordance with the indicative menu as stated in this Tender Enquiry and at the rates as agreed in the contract.

vi) Normally the service is a buffet service, however, at times, service as per specifications are to be provided i.e. sit-down service, banquet or any other form. The service of all food items should be "**UNLIMITED**" as per the requirement of the participants/guests from the spread available.

vii) The Bank reserve the right to change the above timings as and when required. The contractor will have to ensure that the timings changed by the Bank are adhered to.

17. Participants not availing of services during a programme.

In case of any field visit to be organized by BIRD, participants may not avail catering services for half day or full day and/or packaged/packed food and packaged water may be required. The plan for field visit will be communicated to Contractor at least 48 hours before the field visit. The contractor in that case has to provide food which is properly packed and packaged and provide the same to participants in appropriate quantity.

18. Sick Participants/Participants observing religious fasts:

If a participant falls ill or is indisposed, he/she shall be provided with special diet after due discussion up to the cost of the normal vegetarian menu, so long as needed. The same may be served in an exclusive room if so required, without any extra charge. If any participant is observing religious fast, he/she be provided with special diet up to the cost of the normal vegetarian menu, so long as needed by him/her.

19. Right to Alteration / Option Clause/ Variation Clause

NABARD reserves the right to alter quantities / Scope of Work / additions / deletion of services and/or works/goods on the same terms and conditions and prices and costs including service charges upto 100% to be paid extra at the discretion of NABARD at any time, till final delivery (or the extended delivery) or during contract period by giving reasonable notice even though the quantity/services ordered initially has been supplied in full before the last date of the delivery (or the extended delivery).

20. Modifications/Amendment of Contract

i) All modifications leading to changes in the contract with respect to technical or commercial aspects including terms of completion period shall be considered valid only when amendment to the Contract is issued by NABARD. The modification or amendment of the contract for an adjustment in the contract price and/or completion date in accordance with the applicable provision of the contract, if any, shall be subject to mutual agreement. The Bank shall not be bound by any printed conditions or provisions in the Contractor's bid forms or acknowledgement of contract and other documents which is meant to impose any condition at variance with or supplemental to contract. The decision of the Bank in this regard shall be final and binding on the Contractor.

ii) Amendment of Contract after event of Force Majeure: In case of occurrence of any exceptional event/circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.

iii) Amendment in Statutory Variations: All statutory variations leading to increase in the cost of the contract will be settled as per decision of BIRD Kolkata.

21. Price Variation Clause

Price Variation Clause shall be enforced to take care of increase/decrease in prices of ingredients which majorly affect the overall price of the service.

(Seal & Signature of Bidder)

Place and Date

SAFETY CONDITIONS OF THE CONTRACT

As part of the contract, the contractor must satisfy the under-mentioned safety requirements and must always ensure that these are followed without any deviation.

1. Smoking and chewing pan/tobacco/gutkha/any other drugs, consumption of alcohol, etc. are prohibited in the building.
2. The Bank may require for immediate removal and replacement of staff of the contractor found in drunken/inebriated state while discharging duties inside the office premises of BIRD Kolkata, which the contractor shall oblige.
3. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of his staff in the premises.
4. The contractor shall provide KYC and/or police verification of manpower engaged by them, if required by NABARD.
5. Staff will not be allowed to stay overnight in the said premises after their duty hours and they will not be entitled to kitchen/Stay/housing facility in the said premises.
6. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.
7. Contractor shall extend necessary help to other Contractors engaged by NABARD under separate contract for their respective work.
8. Contractor shall vouch for safe bona fides, conduct and fidelity of the staff employed by him. Any damage caused wilfully or in negligence to the works executed, shall be borne by him. The penalties mentioned in Service Level Agreement (SLA) given in GeM portal shall be applicable. KYCs of staff to be deployed by the contractor for the purpose of this Tender shall be submitted with the Bank.
9. The contractor shall immediately remove from work any worker who is found to be failing in his duties or gross misconduct is found on his part or whose presence in premises is otherwise objectionable for any reason whatsoever in the opinion of the Bank.
10. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and regulations in force.

We/I agree to the safety conditions and to ensure compliance with the same fully.

Signature of the tenderer with seal

Place:

Date:

PRE-QUALIFICATION CRITERIA

1. Intending bidders are required to submit their full biodata giving details about among others, their organization, experience, technical personnel in their organization, competence and adequate evidence of their financial standing, academic qualification of key resource persons including proprietor/authorised signatory/supervisor, etc. in the enclosed form which will be kept confidential.
2. While deciding upon the selection of contractors, great emphasis will be given on ability and competence of applicants to do good quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.
3. Each page of the Tender Document shall be signed by person/ persons on behalf of the organization having necessary authorization/ power of attorney to do so. The signature of authorised signatory should be as per his/her PAN Card. Any deviation of signature should be duly supported by Notarised Affidavit by the concerned person.
4. If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper stating therein the part of the proforma and serial number. Separate sheets shall be used for each part.
5. The Tender containing false and/or inadequate information are liable for rejection.
6. While filling up the Tender with regards to the list of important projects completed or on hand, the applicants shall only include those works which individually cost not less than the specified amount.

SN	Certificates/Documents	Submitted (Yes/No)
1	The bidder should be registered firm in India under company/society registration act or any other applicable statute, capable of carrying out the subject work as stated above.	
2	The signatory should possess Authorization / Registered Power of Attorney	
3	Academic qualification of Proprietor/Director/Authorized Signatory and Supervisor (minimum Matriculation) is required	
4	Licenses, registration of GST, ESI, EPF, Trade License, catering services, labour license, etc.	
5	PAN card with CA certified ITR certificate during 2021 to 2023 and unaudited for 2024	
6	PAN card of Authorized Signatory	
7	The firm should be a profit-making entity during 2021 to 2023 (2024 if available). Audited Balance Sheet and P&L A/c and related Annexures/Appendices for 2021 to 2023 (2024 if available) shall be submitted. Relaxation may be provided in terms of years of experience to MSE/Startup incorporated by 2022.	
9	Satisfactory Performance Certificates issued by the present and past clients along with Reference such as Name, Address, nature of work, contact number etc. and copies of Award and Purchase Orders	
10	The firm should have Registered Office in Kolkata, Howrah, South 24 Parganas, North 24 Parganas	
11	Quality related marks (ISO Certification): ISO (5-10 Years); SA 8000:2014; ISO 45001-2018; OHSAS 18001; others- preferable	
12	Valid License under the provisions of Food Safety and Standards Act, 2006 and Food Safety and Standards (licensing and registration of food businesses), Regulations 2011, Food Adulteration Act 1954, Contract Labour (Regulation and Abolition) Act 1970	
13	The average annual turnover of the bidder during 2021 to 2023 (2024 if available) should be at least ₹5 lakh, i.e. 50% of the estimated cost of tender.	

SN	Certificates/Documents	Submitted (Yes/No)
	Relaxation in years of experience may be provided to MSE/Startup incorporated by 2022.	
14	<p>The agency should have minimum 7 (seven) years of experience ending on 31/3/2024 towards providing catering services of Central or State Govt/ PSU/Bank/Autonomous body, etc. MSE and Startups with 02 years of incorporation may be allowed to participate in the bidding process.</p> <p>a) 3 similar works valued at least ₹4 lakh, i.e., 40% of the estimated cost; or b) 2 similar works valued at least ₹5 lakh, i.e., 50% of the estimated cost; or c) 1 similar work valued at least ₹8 lakh, i.e., 80% of the estimated cost.</p>	

7. Bidders must submit documentary proof (self-attested photocopies) for the above purposes. All documentary proof must be listed on the letterhead of the company/firm.

8. The bidder shall submit legal documents pertaining to the status of the organization including Memorandum and Articles of Association, if applicable.

9. The Bidder should not have been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice or any other reason whatsoever. An undertaking for Non-Blacklisting / Non-Debarment of the bidder is attached with this document which needs to be submitted as a declaration on letterhead along with the tender.

10. The Bidder should submit its Organizational / Financial profile as a part of Technical Offer. Documents supporting the Financial Statement (like Copies of published Annual Reports etc.) should also be supplied along with the Technical Offer.

11. The Bidder should be a profit-making entity and it should have an average Annual Turnover for the last 3 years should not be less than **₹5.00 Lakh**. Details of the same are to be provided authenticated by Chartered Accountant. This should be the individual company's turnover and net profit and not that of group of companies. The audited financial statements, viz. balance sheet & profit and loss accounts and a registered Chartered Accountant certified statement of accounts should be provided as a part of the Technical offer.

12. The academic qualification of the Proprietor/Authorised Signatory and Supervisor must be minimum Matriculation. The Bidder should submit proof of the same with the bid.

13. The bidders with necessary experience and those who fulfill the eligibility criteria and who submits all necessary documents will only be considered. In the event of their failure to do so, the Bank will summarily reject the Tender form without any intimation or assigning any reason.

14. Work experience documents (to be uploaded on GeM portal):

The contractors should have **experience of similar works** during the **last 03 years** ending 31.03.2024, should have similar works carried out for Public Sector Undertakings (PSUs)/Banks/Govt. Office/ Autonomous body/ others and who fulfil the following criteria are eligible to tender: -

- a. Should have carried out **minimum 1 similar work** with Govt./PSUs during last 3 years ending 31 March 2024 of not less than **₹8.00 lakh** OR
- b. Should have carried out **minimum 2 similar works** with Govt./PSUs during last 3 years ending 31 March 2024 of not less than **₹5.00 lakh** OR
- c. Should have carried out **minimum 3 similar works** with Govt./PSUs during last 3 years ending 31 March 2024 of not less than **₹4.00 lakh**.

15. Agency should have a valid license/registration as per GOI instructions or from any other

competent authority to operate canteen service in the State of West Bengal and similarly registration with appropriate competent authority. Tenderers to note that copies of licenses and registration are to be submitted with the pre-qualifying bid. Tenders without required documents will be summarily rejected.

16. Copies of Work Orders, Satisfactory Service Certificates, Empanelment Letters from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies, etc. during the last three years.

17. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. NABARD reserves the right to verify /evaluate the claims made by the Bidder independently. Non-compliance of any of the criteria will entail rejection of the order.

18. Relaxation of norms for Startups and Micro and Small Enterprises (MSEs)

The condition of minimum years of prior experience is relaxed for all startups and Micro and Small Enterprises subject to meeting of quality and technical specifications. However, there is no relaxation with regards to Annual Turnover criteria.

Startups and MSEs incorporated by 2022, i.e., with 02 years of experience may also be allowed to participate in the bidding process subject to their fulfilment of criteria as prescribed in the tender document/ATC and by Government of India guidelines issued from time to time towards providing catering services of Central or State Govt/PSU/Bank/Autonomous body/Financial Institution, etc.

- a. three similar works valuing not less than 40% of the estimated cost; or
- b. two similar works valuing not less than 50% of the estimated cost; or
- c. one similar work valuing not less than 80% of the estimated cost.”

Bidder who intends to participate as “Startups” company should fulfil all the conditions of Startups as directed by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India and the eligibility should be valid as on bid closing date. The bidder should enclose a valid certificate of recognition issued by DPIIT, Commerce Ministry.

Further, they necessarily must submit the declaration to the effect on their letter head as prescribed below and should be signed and stamped by the authorized person.

“Declaration in Case of Start-up Companies”

We are a Start-up” Company and we are meeting all the conditions and therefore eligible as Start-up company as on the date of tender bid closing. We also enclosing copy of certificate of recognition issued by DPIIT (Commerce Ministry), Government of India.

19. Grounds of Disqualification and Blacklisting:

Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –

- a. Any Bidder who has been blacklisted or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement.
- b. Any bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of the

Contract/Agreement for breach of any terms and conditions at any point of time during the last five years.

c. **Licenses:** Copies of valid Licenses/Registrations for related trades as applicable, PAN, GST Registration, Food license, Labour Laws, Trade License, etc. under the prevailing laws are mandatory.

d. The bidders should have Local/Branch office situated at Kolkata, Howrah, South 24 Parganas, North 24 Parganas. The complete address proof in the form of current Bank Statement, Electricity/Phone/any other along with phone numbers must be provided by the bidders.

20. If required, NABARD will obtain reports on past performance of the Tenderer from his clients and bankers to evaluate the said reports before awarding the contract. If any Tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, NABARD reserves the right to reject his tender even after qualifying. The Bank is not bound to assign any reason for rejecting the tender.

21. After scrutiny of the Tenderer, if the same is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further and will be rejected.

22. Applications containing false or inadequate information are liable for rejection and the Bank reserves the right to blacklist those agencies.

23. The firms which do not fulfil prequalification criteria shall not be considered for selection and award of work.

24. Clarifications, if any required, may be obtained from BIRD, Kolkata during office hours, i.e., Monday to Friday between 10.00 am and 05.00 pm or through e-mail ID bird.kolkata@nabard.org.

25. The Bank may add any other relevant criteria for evaluating the proposals received in response to this Tender at its sole discretion, to seek more information from the Respondents in order to normalize the Bids.

26. Applications containing false and/or inadequate information are liable for rejection.

27. The decision of the Bank in regard to selection of contractors for issue of tender forms will be final. The Bank is not bound to assign any reason therefor.

28. Selection Process

The selection of bidder will be as per Quality and Cost Based Selection (QCBS) Methodology, or any other method prescribed in GeM portal. The technical evaluation of bid will be on evaluation matrix indicated below. *The maximum marks for evaluation matrix are 100 and qualifying marks are 70. The bidder must achieve an overall 70 marks, otherwise the bidder will not be qualified during technical evaluation.*

Evaluation Matrix

No.	Particulars	Marks		Remarks
		Max.	Score	
1.	Legal Structure			The bidder must enclose the incorporation certificate.
(i)	Private/Public Ltd	10		
(ii)	Partnership	7		
(iii)	Proprietorship	5		
2.	Years of Registration			The bidder must enclose the
(i)	At least 15 years / at least 05 years in case of MSE and Startups	10		

No.	Particulars	Marks		Remarks
		Max.	Score	
(ii)	Less than 15 but at least 10 years/ less than 05 but at least 04 years in case of MSE and Startups	7		registration certificate
(iii)	Less than 10 but at least 07 years / less than 04 but at least 03 years in case of MSE and Startups	5		
(iv)	Less than 07 but at least 03 years / less than 03 but at least 02 years in case of MSE and Startups	3		
3.	Work Experience in Catering Services			
(i)	At least 15 years / at least 05 years in case of MSE and Startups	10		The bidder must enclose the work order to establish the length of the experience
(ii)	Less than 15 but at least 10 years/ less than 05 but at least 04 years in case of MSE and Startups	7		
(iii)	Less than 10 but at least 07 years/ less than 04 but at least 03 years in case of MSE and Startups	5		
(iv)	Less than 07 but at least 03 years/ less than 03 but at least 02 years in case of MSE and Startups	3		
4.	Working experience with PSBs/GoI/State Govt./ RBI/PSUs/SBI			The bidder must enclose at least one work order for providing catering services in this regard
(i)	Working experience with RBI/NABARD/SIDBI/Exim Bank/ NABFID/IFSCA	10		
(ii)	Working experience with GoI/Central Govt/PSUs/Autonomous Bodies/ State Govt/Govt Agencies	7		
(iii)	Working experience with Public Sector Banks/ Nationalised Banks/SBI	5		
(iv)	Working experience other than mentioned in 4 (i), (ii) & (iii)	3		
5.	Registered office			The bidder must enclose the address proof in this regard
(i)	Registered office in districts of Kolkata, Howrah, 24 Parganas (North) and 24 Parganas (South)	10		
6.	Number of work orders for similar works in last 3 years			The bidder must enclose the relevant work order for providing catering services in this regard
(i)	Should have carried out minimum 1 similar work with Govt/PSUs during last 3 years (ending 31.03.2024) not less than Rs.8.00 lakh	10		
(ii)	Should have carried out minimum 2 similar works with Govt/PSUs during last 3 years (ending 31.03.2024) not less than Rs.5.00 lakh	7		
(iii)	Should have carried out minimum 3 similar works with Govt/PSUs during last 3 years (ending 31.03.2024) not less than Rs.4.00 lakh	5		
7.	Submission of All Documents/Application in Prescribed format of tender documents			
(i)	Submitted all supporting documents as mentioned in tender document and information as per format given in the tender document	10		
(ii)	Submitted all/any supporting documents as mentioned in tender document and information as per format given in the tender document under Clarification	5		
8.	Submission of EMD, if any, and Integrity Pact			

No.	Particulars	Marks		Remarks
		Max.	Score	
(i)	Submitted the mandatory Pre-Contract Integrity PACT and EMD (if not exempted under category) at the time of bidding	10		
(ii)	Submitted the mandatory Pre-Contract Integrity PACT under Clarification	5		
9.	CA Certified Annual Turnover for last three years			The bidder must enclose turnover certificates
(i)	Average CA Certified Turnover of last three years at least Rs.50 lakh	10		
(ii)	Average CA Certified Turnover of last three years less than Rs.50 lakh but at least Rs.25 lakh	7		
(iii)	Average CA Certified Turnover of last three years less than Rs.25 lakh but at least Rs.10 lakh	5		
(iv)	Average CA Certified Turnover of last three years less than Rs.10 lakh but at least Rs.5 lakh	3		
10.	Submitted credentials/merits in addition to mandatory documents			
(i)	Service support escalation matrix	2		
(ii)	Quality Certificate (ISO 9001, etc.), awards, facilitation, etc. OR Solvency Certificate from bank	2		
(iii)	Satisfactory Service Certificates (Report on past performance) of similar works from clients from Central/State Govt./ PSU/ PSB/Autonomous bodies during last three years OR References of clients, specifying their names and contact numbers (landline, mobile, email ID) and names of the contact executives / officials.	2		
(iv)	Registration Certificate under Shop & Establishment Act	2		
(v)	OEM/Manufacturer Authorisation OR Empaneled for similar service with Govt./Semi-govt/Municipal Authorities/Banks or any other public organization	2		
	TOTAL	100		

I/We have read and understood the instructions contained herein above and are acceptable to us.

Signature of the Tenderer with seal

Date & Place:

Instructions to Bidder/Vendor and General Conditions of Contract

1. The issue of letter of award of work in GeM and/or by NABARD shall be construed as a binding contract.
2. The successful bidder must submit Performance Bank Guarantee (PBG), Letter of Indemnity and Agreement as per the prescribed format within 15 days of award in GeM portal otherwise the bidder is liable for termination and EMD forfeited.
3. Subcontracting is not allowed sans prior permission of NABARD. In case the party subcontract the awarded work without prior permission, PBG may be invoked and the contract may be terminated.
4. If the Contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Bank for fulfilment of the terms of contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without an intimation to BIRD Kolkata.
5. The bidder explicitly acknowledges that they are experts and fully competent in executing the work involved in the provision of the tendered job and accepts the responsibilities for the performance of all provisions and terms and conditions of the tendered job.
6. The technical & financial specifications of all works/goods/services should comply with but not limited to the minimum criteria given under the relevant section of this tender, if any. The Bank reserves the right to accept or reject any tender based on deviations (as per the discretion of the Bank), if any, from the technical specifications.
7. The Contract/Agreement document, where necessary, should be executed within 15 days of the issue of letter of acceptance/Award in GeM. Non-fulfilment of this condition of executing a contract by the contractor or the Bank would constitute sufficient ground for annulment of the award and forfeiture of the EMD/RMD, if any.
8. The Contractor shall not use the logo, name, identity, or letterhead of Bankers Institute of Rural Development (BIRD) or National Bank for Agriculture and Rural Development (NABARD) and the relationship between the Contractor and the Bank being on principal-to-principal basis, the bidder shall not hold himself/herself as an agent of the Bank.
9. The Contractor shall not use NABARD/BIRD's address on their letterhead for purpose of Registration with any Government/Local Body or any other organisation or person and no tenancy shall be created by the presence of this workmen/employee on BIRD's premises.
10. The Service Conditions in SLA/STC as per GeM shall be applicable strictly including menu, catalogue, deliverables, penalties, etc. However, ATC shall prevail over SLA/STC and GeM GTC as per govt. guidelines.
11. **Earnest Money Deposit (EMD)**

The Bidder had to deposit an amount of ₹20,000/- (**Rupees Twenty thousand only**) through NEFT in the following account.

Name of the Account: **National Bank for Agriculture & Rural Development**
Bank: **NABARD**
Branch Name: **Head Office, Mumbai**
Account No (VAN): **NABADMNo6**
IFSC: **NBRD0000002**

Failure to comply with this condition viz., submission of EMD of ₹20,000/- (Rupees Twenty thousand only), if not exempted under category of catering services as per

Udyog Adhaar Memorandum (UAM) shall result in summary rejection of the Quotation/Bid.

The EMD shall be forfeited:

- a. If a Bidder withdraws his offer during the period of validity of the bid.
- b. If the Bidder withdraws his tender at any point of time before completion of evaluation or award of work by NABARD, in which case, he will also, not be allowed to participate in the event of any re-tender.
- c. If any tenderer/prospective bidder breaches the contract/terms and conditions of this tender.
- d. The successful bidder/vendor shall provide PBG, agreement and letter of indemnity in accordance with the standard format enclosed **within 15 days** from the date of award failing which the EMD may stand forfeited.
- e. BIRD's decision in the above cases will be final.

Documentary evidence of EMD deposit in the form of UTR (Unique Transaction Reference) / Receipt Voucher is to be enclosed along with the duly filled, signed & complete tender in all respects.

Refund of EMD: The EMD will be returned to the Bidder/Vendor (after completion of process of award of work) if his / her tender is not accepted by the BIRD but without any interest thereon. The Bidder/Vendor shall furnish bank account details in the format given in this tender. The EMD paid by the successful bidder/vendor will be returned after receiving Retention Money Deposit/Performance Bank Guarantee. No interest shall be paid on this deposit.

12. Indemnity

- a. The Bidder shall indemnify the Bank against any loss or damage to the Bank's premises or property, data, loss of life, etc., due to acts of the Bidder, their employees, agents, representatives, etc. **The successful Bidder is required to submit a stamped "Letter of indemnity and undertaking" as per the prescribed format within 15 (fifteen) days of the Award of Tender.**
- b. The successful Bidder, at its own expenses, shall indemnify, protect and save, and hold harmless NABARD, its officials, agents, servants and employees from and against all claims, demands, liability of any nature or kind, losses, costs, damages, expenses, action suits and other proceedings (including attorney fees) including third party claims, relating to or resulting directly or indirectly from (i) an act or omission of the Contractor, its employees, agents, representatives, etc. in performance of the services provided by this contract, (ii) breach of any of the terms of this Tender or breach of any representation or warranty by the Contractor, (iii) use of the deliverables and or services provided by the Contractor, (iv) Infringement of any patent, trademarks, copyrights, etc., or such other statutory infringements in respect of all components provided to fulfill the scope of this project or claims under Labour Laws including wages, salary, remuneration, compensation, etc.
- c. The contractor shall defend all actions arising from such claims, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.
- d. The Contractor shall at all times indemnify the Bank against all claims which may be made under the Workmen's Compensation Act, or rules thereunder or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Contractor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions/commissions done by them.

13. **Import Obligations:**

In the event of it being necessary to import any materials of foreign manufacture, the Bidder should obtain the same against his own normal license quota and should not look to the Bank for any assistance whatsoever for such procurement.

14. **Terms of Payment**

- i) All payments will be made by the Bank based on GST invoice submitted by the Contractor and certified by the concerned official of BIRD Kolkata to the effect that services are satisfactory and the complaints conveyed to the contractor are attended to as per the Scope of Work. The Contractor has to get the signature of the concerned official of BIRD Kolkata after completion of the respective order on the bill. Bills for maintenance and related works for reimbursement purposes, if any, should be raised separately.
- ii) No additional payment shall be made if the Contractor keeps more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provisions.
- iii) No advance payment shall be made. Further, Contractor will not link payment to his manpower with the settlement of bills by NABARD.
- iv) No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
- v) If in the opinion of the Bank, the work done by the contractor is not satisfactory, the Bank may decide depending upon the merit of the work to deduct such amount from the monthly bill amount as it may deem fit.
- vi) If, as a result of post payment audit/inspection, any overpayment is detected in respect of any work done by the Contractor or alleged to have done by the Contractor under the tender, it shall be recovered by BIRD Kolkata from the agency. If any underpayment is discovered, the amount shall be duly paid to the Contractor by BIRD Kolkata.
- vii) The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delay in commencing or executing the work, whatever the cause of delay may be, including delay arising out of modification to the work entrusted to him or in any sub-contract connected therewith or delay in awarding contracts for other trades of the project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.
- viii) The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- ix) Before making final payment or before releasing the PBG, a 'No Claim Certificate' may be insisted upon from the supplier to prevent future claims.

15. **Confidentiality**

- a. The Bidder shall ensure that complete confidentiality is maintained by them and all its personnel, with regard to all information relating to the Bank. Unless required under law, the Bidder assures the Bank that neither the Bidder nor any of its personnel/representative/agent shall at any time divulge, disclose or make known to any third parties any business process or date, trust, accounts, matters or transactions whatsoever pertaining to the Bank.
- b. The details of the proposed service shall be treated as confidential information between the Bank and the Bidder. Any such information shall not be passed on in part or in full to any third party without the Bank's prior written approval.

16. **Dispute Resolution / Arbitration**

- a. In case of dispute regarding the quality of food/other eatables/unsatisfactory service, etc., the final authority will rest with the Joint Director/Officer-In-Charge, BIRD Kolkata and the same shall be binding on the Contractor.
- b. All settlement of claim, difference, dispute or controversy and questions whatsoever, arising between the Bank and the Contractor out of or in connection to the construction, meaning and operation or effect of the agreement and subsequent Agreement or the validity or the breach thereof or in the discharge of any obligation arising under this bid whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement, shall in the first instance be resolved amicably between the Bank and the Bidder.
- c. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. If no agreement is arrived at within 15 days from the date of notice as to who shall be the sole arbitrator, the Bank shall send to the Bidder a panel of three names of persons who shall be presently unconnected with the Bank or the Bidder. The Bidder shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to the Bank within 15 days of receipt of the names. The Bank shall thereupon without delay appoint the said person as the sole arbitrator. If the Bidder fails to select the person as sole arbitrator within 30 days of receipt of the notice from panel and inform the Bank accordingly, the Bank shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the Bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever; another person shall be appointed by the Bank from the above list of persons.
- d. The venue of the arbitration shall be at Kolkata and the language of arbitration shall be English. The award of Arbitration shall be final and binding on both the parties.
- e. The works under the contract shall be continued by the Bidder during the arbitration Proceedings unless otherwise directed in writing by the Bank, or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due or payable by the Bank to the Bidder shall be withheld on account of ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

17. **Force Majeure**

- a. The parties shall not be liable for delay or default or non-performance of obligations under the contract, if caused by Force Majeure.
- b. For the purpose of this clause. "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake, fire, strikes, tempest, Govt. law/policy, office exigencies, etc. events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.
- c. In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/ discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure. If the performance of any obligation under the contract is prevented or delayed by

reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.

- d. Notwithstanding the above, the decision of the Bank shall be final and binding on the Bidder.

18. **Evaluation Process**

- a. Only Bids received on or before the stipulated date and time for responding to the Tender will be considered for further evaluation. The evaluation process will include scrutiny of proposal to ensure that the Bidder meets the eligibility criteria, compliance to functional & technical requirement, presentations, demonstrations etc.
- b. From the technically qualified bids, the Bidders will be shortlisted for commercial evaluation. The final decision regarding selection of the Bidder will be taken by the Bank after technical as well as commercial bids preferred by the bidders. The implementation of the project will commence upon successful negotiation of a contract between the Bank and the selected Bidder. The Bank reserves the right to reject any or all proposals fully or partially. Similarly, the Bank reserves the right to include or not to include any Bidder in the final shortlist.
- c. The Bank may accept or reject any or all responses to this request for Tender in its discretion or may ask for any additional information from the bidders. The Bank may also vary its requirements, add to, or amend the terms, procedure and protocol set out in this request for Tender for bona fide reasons, which will be notified to all through notice on its website. Further, the Bank hereby reserves the right to annul the Tender process at any time prior to the contract award without incurring any liability towards the bidders.

19. **Pre-Contract Integrity Pact**

- a. As per Central Vigilance Commission guidelines, all PSBs/Insurance Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective OEMs / bidders and the buyer (i.e. NABARD), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the buyer and all bidders and stipulates rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the Pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished. **The prospective Bidders have to submit the same duly signed and stamped on a non-judicial stamp paper of Rs.200/- at the time of submission of the tender document.**
- b. The IP also envisages appointment of Independent External Monitors (IEMs), persons having high integrity and reputations, who will examine any complaint received regarding tenders and submit their report to the Chief Executive and also to the CVO in case of suspicion of irregularities. A format for the complaint to be recorded is enclosed with the proforma of the Integrity Pact.

20. **Responsibility for Contractor**

1. The contractor shall deploy required number of qualified and experienced staff to ensure that the work is attended in time as per the scope of work of the tender, to the satisfaction of BIRD, Kolkata. Manpower so engaged shall be trained for Catering services before joining.
2. The Contractor shall be responsible for professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct. The Contractor shall be responsible for and shall assume all risk and liabilities relating to its personnel and property.

3. No overtime allowance or any compensation of any other kind shall be payable by the Bank to any person including supervisor employed by the Contractor for duties at the said premises.
4. The supervisor/staffs/cook on duty shall comply with the directions and instructions regarding the catering service issued by BIRD Kolkata to the Contractor from time to time.
5. Smoking and chewing pan/ tobacco/ gutkha / any other drugs, consumption of alcohol etc. are prohibited in the building. The Contractor shall ensure that none of his personnel on duty is in inebriated state or consumes drugs, alcohol, prohibited substances, smoke, gutkha, etc. while on duty or otherwise inside BIRD Kolkata premises. The Contractor shall immediately replace any employee who in the opinion of BIRD Kolkata is guilty of misconduct or is in any manner unfit or unsuitable for service.
6. Residential accommodation shall not be provided by the Bank to the workmen of the Contractor. However, one or two workmen of the Contractor may be allowed to stay in the kitchen premises to attend to early/late hour duties. Their presence should not cause any disturbance to normal functioning of BIRD Kolkata. The Contractor shall not permit the Canteen or any portion thereof to be used for residential purposes by any of its employees in whatsoever manner.
7. The Contractor or his staff shall not use the premises, properties, fixtures, fittings, etc. of BIRD Kolkata for any purpose other than those expressly provided in this Tender or the subsequent contract.
8. The Contractor shall organise medical examination of all persons engaged before initial deployment and furnish the medical reports, if required by BIRD Kolkata. Any person found to be medically unfit or unsuitable shall have to be removed by the Contractor from the services immediately and suitable replacement shall have to be arranged forthwith.
9. BIRD Kolkata may arrange for medical check-up of the canteen personnel if considered necessary and the Contractor shall withdraw any person who is found medically unfit for the job and arrange for an appropriate substitute. The cost, if any, incurred by BIRD Kolkata in this regard shall be borne by the Contractor.
10. The Contractor shall get his staff screened for gross physical disabilities and contagious diseases and will provide a certificate to this effect for each personnel deployed. BIRD Kolkata will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
11. During the course of contract, if any Contractor's personnel are found to be indulged in any corrupt practices, negligence or dereliction, causing any loss of revenue to BIRD Kolkata, the Bank shall be entitled to levy penalty, recover the amount from Contractor's bill or invoke PBG or forfeit Performance Security Deposit or terminate the contract forthwith.
12. The workmen engaged should be above the age of 18 years. No underage/minor (below the age of 18 years) shall be deployed under any circumstances. The entire responsibility for such lapse shall be that of the contractor. The Contractor shall not engage minors for catering service. Any violation will be the sole responsibility of caterer and the bank will not in any way be liable/responsible for the same. KYC, viz. copies of Adhaar, PAN, Voter Card, etc. to be attested and submitted by the Contractor in respect of workmen to be engaged for services in BIRD Kolkata.
13. The Contractor or its staff should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
14. The work should be carried out with least inconvenience to the staff members of NABARD. The workmen employed by the Contractor should abide by the Rules and Regulations of NABARD in

the premises, especially in respect of working hours, entry of the workers to the premises, wearing of uniforms, interpersonal relation with the staff. The contractor shall provide photo identity card and uniform to its workers including the leave reserves. Any workman not maintaining discipline/ decorum inside the premises shall be immediately removed from site.

15. The contractor shall provide to catering staffs with necessary uniform, identity card, name badges, safety items/kits, shoes, gloves, hair covers, face mask, etc. required for the effective discharge of catering services to the National Bank at its own expenses. Uniform allowance, uniform's washing allowance or conveyance allowance for reporting duty at the said premises will not be paid by the Bank. **No reimbursement on this count shall be done by the Bank.** In case the standards befitting the Bank's requirement are not maintained by the contractor, the Bank can terminate the contract or take appropriate actions including penalty in the matter.
16. The Contractor shall at his own cost and expenses provide all consumables / materials, labour, conveyance, etc. required for execution of the work covered by this contract to the entire satisfaction of BIRD Kolkata.
17. The contractor shall provide to BIRD Kolkata the photo identity proof and residential address of the staffs deployed by them. Appropriate KYC documents needs to be submitted with respect to it.
18. The staff should be courteous, well-mannered and attentive. They should be conversant with the tenets of the trade. The staff should be able to communicate at least in Hindi and Bangla and preferably read and write in English.
19. The Contractor shall ensure to provide alternate qualified workmen or replace with a standby in case any of the regular staff deployed is absent or on leave.
20. The Contractor shall provide documentary proof of police verification and KYC for each, and every personnel deployed with NABARD, if required by BIRD Kolkata and replacement, if any, shall also be brought into effect.
21. The contractor shall ensure that their staff are smart, educated and of high integrity and maintain proper discipline and they do not in any manner, cause any interference, annoyance or nuisance to the management or the National Bank or its business or work or its officers / employees/ visitors, etc.
22. The Contractor shall ensure: -
 - a. That all instructions, guidelines and specifications issued to the Contractor by BIRD Kolkata are clearly and effectively communicated by the Contractor to its employees and personnel.
 - b. That all instructions, guidelines and specifications are strictly adhered to by the workmen and personnel of the Contractor so that the reputation of the Bank is not compromised.
 - c. That no action of the Contractor and/or its employees and/or personnel shall violate prevailing laws and regulations. The Contractor shall not engage any staff with criminal background against whom there is any complaint registered with the law enforcement agencies.
 - d. No person involved in any litigation against any of the offices/officials of the Bank shall be deployed under any circumstances.
23. Any liability arising out of any litigation (including those in the Consumer Courts) due to any act of the Contractor's personnel shall be directly borne by the Contractor including all expenses/fines. The concerned Contractor's personnel shall attend the court as and when required.
24. The Contractor shall ensure leave to the staffs as per Contract Labour Act, 1970. It shall be ensured that service personnel are given at least 04 days' leaves in a month.

25. The canteen staff so provided shall endeavour to take all steps and precautions to prevent thefts, pilferage and other criminal acts in the said premises. The Contractor shall be liable to make good the loss suffered by BIRD Kolkata in this regard. BIRD Kolkata shall be at liberty to recover the said amounts from the amounts payable to the contractor.
26. On expiry of or early termination of the contract, the staffs shall vacate the said premises, without, in any way, causing any damage to the said premises and the property therein.
27. In case of any labour problems related to the workmen staff of the Contractor, the same shall be settled at the Contractor's end only. It shall be the duty of the Contractor to clearly inform his own personnel/staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and/or indirectly, with or against the Bank in respect of any of their service conditions or otherwise.
28. The workmen/persons engaged by the Contractor shall not have any right/claim over the facilities enjoyed by the Bank's staff, participants, etc.
29. The persons including the supervisors, if deployed by the Contractor for duty in the said premises shall not be deemed to be the employees of the Bank in any manner and they shall not be eligible for any benefits like subsidized food etc. which the Bank provides to its employees. The obligation, if any, for these benefits shall be the sole responsibility and rests entirely with the contractor.
30. The Bank shall not be under any obligation for providing employment to any of the worker of the Contractor after the expiry of the contract. It is clearly understood that the Contractor's workers shall not have any employee-employer or master-servant relationship with the Bank.
31. The Contractor shall not deploy or shall discontinue deploying person(s), if desired by BIRD Kolkata and must ensure prompt replacement of such person(s) without additional cost to the Bank. The persons being deployed shall ordinarily be continued and should not be changed without intimation and consultation with BIRD Kolkata.

21. Assignment

The Contractor shall not assign, transfer, pledge or make other dispositions of this contract or any part thereof, or any of the Contractor's rights, claims or obligations under this 'contract except with the prior written consent of the Bank.

22. Subcontracting

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of BIRD Kolkata for all sub-contractors. The approval of BIRD Kolkata of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

23. Insurance and Liability

- a. The Bank will not be under any liability to pay any compensation to the staff deployed by the Contractor for their sustaining any injury, etc. while discharging the duties in the said premises. The contractor shall get the staffs posted for duty at the said premises, insured against accidents, etc. at its own cost.
- b. The Contractor shall provide and thereafter maintain insurance against all risks (CAR) in respect of its property and any equipment used for the execution of this Contract. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.

- c. The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract.
- d. The Contractor shall carry and maintain any and all other insurance/s which may be required under any law or regulation from time to time without any extra cost to the Bank. The Contractor shall also carry and maintain any other insurance which may be required by the Bank.

24. **Breach of Contract – Remedies/ Termination**

- a. In case the contractor does not honour important conditions of the contract or gives notice of his intention of not honouring or his inability to honour, it will be breach of contract by him. Normally such breaches occur because of contractor's inability to supply the required quantity/ quality. As soon as breach of contract is noticed, a show cause notice will be issued to the contractor reserving the Bank's right to implement contractual remedies. If there is no satisfactory resolution within 15 days of notice, remedial action may be taken immediately.
- a. The Bank may terminate the Contract at any time by providing written notice to the Contractor without having to provide any justification therefor. In the event of any termination of the Contract, no payment shall be due from the Bank to the Contractor except for the services satisfactorily provided to the Bank in accordance with the requirements of the Contractor.
- b. NABARD shall, in the event of the contractor committing any breach of any of the terms and conditions of this agreement or if the services provided by the Contractor is considered to be unsatisfactory by NABARD, be entitled to terminate this agreement.
- b. **Termination for Insolvency:** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, or loses substantially the technical or financial capability (based on which he was selected for award), at any time, the Bank may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the Bank of the occurrence of any of the above events.
- c. **Termination for Convenience:** If owing to some unforeseen circumstances, the Bank is required to cancel the contract for its own convenience, a notice is required to be sent to the contractor. In such an eventuality, the contractor should be persuaded to acquiesce. The supplier may have to be suitably compensated on mutually agreed terms.
- d. **Termination/Cancellation for Default:** Without prejudice to any other right or remedy which the Bank may have in respect thereof under the Contract, upon the occurrence of an event of default or negligence or dereliction, the Bank shall be entitled to terminate the Contract in whole or in part if the contractor (a) fails to deliver within the specified time and/or (b) does not perform any other obligation under the contract. Upon cancellation of contract, the performance security deposited by contractor should be forfeited.
- e. Before issuing the Termination Notice, BIRD shall by a notice in writing inform the Contractor of its intention to issue the Termination Notice (the Preliminary Notice). In case the underlying breach/default is not resolved within a period of 15 days from the date of the Preliminary Notice, the Bank shall be entitled to terminate the Contract by issuing the Termination Notice.
- f. NABARD reserves its right to cancel the entire/unexecuted part of the contract at any time by assigning appropriate reasons. In addition to the cancellation of the contract, NABARD reserves the right to forfeit the RMD / invoke PBG given by the Bidder towards performance of the contract.
- g. The contract can be terminated, inter alia, on the following grounds: -

- i. Failure to pay full salary in time (as indicated in the company policy, if not indicated within 10th of every month)
- ii. Failure to maintain necessary provisions which may result in poor quality of services
- iii. Failure to meet any of the statutory conditions/compliances, e.g., EPF, ESI, minimum wages, etc.
- iv. Failure to meet/submit Performance Guarantee/Security Deposit or any other conditions indicated in this Tender Enquiry/Tender Advertisement.

25. Exit

- a. For the first three months of trial period, if the services of the Contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 30 days, to improve his services. If the contractor fails to improve his services within the Notice Period, the Bank shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period.
- b. Anytime, the contract is liable for termination by giving one-month notice by the Bank and three months' notice by the contractor.

26. Non-Exclusivity

Unless otherwise specified in the Contract, the Bank shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and the Bank shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the contract, from any other source at any time.

27. Complying with Regulations

- a. Throughout the execution of the work, the Contractor shall comply with requirements of all applicable laws and regulations, byelaws or orders made thereunder and to the requirements of public, municipal and other authorities in any way affecting or applicable to the work. The Bank shall, when requested by the Contractor, give all reasonable assistance to the Contractor in obtaining information concerning local conditions.
- b. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. The Contractor shall assist the Bank fully in respect of any liaison with the Municipal/Police or any other authority for necessary approval / permission with regard to the canteen work.
- c. All Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules.
- d. The Contractor shall be responsible for the due compliance of all the legal provisions connected with requirement of the staffs posted at the said premises of NABARD.

28. Workmen's Compensation

- i. Canteen manpower wages will be borne by the service provider and will be built into the service provider's cost. The Contractor shall remain liable for payments of all wages minimum wages, dearness allowance, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Bonus, Workman Compensation, etc., if any, or other money to his employees or labourers under the provisions related to Labor Law [Central/State], Minimum Wages Act, Payment of Wages Act, Employees Liability Act, Workmen's Compensation Act, PF and ESI Act, Payment of Bonus Act, Contract Labor [R&A] Act, Food Safety and Standards Act, 2006, or any other enactments and rules made applicable from time to time. The Contractor shall also comply with the provisions of the Apprenticeship Act, Contract Labour Regulation and Abolition Act and any other concerned Rules and Orders issued from time to time. The Contractor shall be liable to pay the wages directly to the workmen employed by him on the works.

- ii. The Contractor shall at all times indemnify the Bank against all claims for compensation under the provision of the Women's Compensation Act, 1923 (VIII of 1923) or any other law for the time being in force by or in respect of any workmen employed by the Contractor in carrying out the contract and against all costs and expenses incurred by the employer in connection therewith and without prejudice to any other means of recovery, the Bank shall be entitled to deduct from any money due or to become due to the Contractor whether under this contract or any other contract all moneys paid or payable by the Bank by way of compensation aforesaid or for costs or expenses in connection with any claim thereto and the contractor shall abide by the decision of the Bank as to the sum payable by the Contract, under the provisions of this clause.
- iii. The contractor shall, for all intents and purposes, be the "Employer" within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in BIRD Kolkata and the manpower so employed and deployed shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in BIRD Kolkata shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them or any principal and agent relationship with or against the Bank. The contractor's personnel shall not claim any benefit/compensation/absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other act related thereto from the Bank.
- iv. The manpower deployed by the contractor for discharging the contractual obligations under the contract shall be the employees of the contractor. The Bank shall in no way be connected with such manpower and they shall have no claim whatever against the Bank.
- v. The employed persons by the Contractor for the purpose of the works shall for all purposes be regarded as the Contractor's employees. Therefore, neither the contractor nor any of such employees shall have any right to complain or claim against the Bank. The Bank also shall have no concern with them and shall not be liable to make any payment to or any contribution on account of them.
- vi. The Bank shall not be responsible in any manner in the event of non-compliance by the contractor with various labour laws in force by the contractor and the onus of compliance lies solely with the contractor.
- vii. The Contractor should be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including in connection therewith shall be on the Contractor's account and payable by the Contractor.
- viii. The Contractor shall be registered with the Central/State body concerned and shall abide by State Labour/Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract, including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI, etc. and shall indemnify BIRD Kolkata against risks and damages arising out of the default on the part of the Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations, etc., laid down by the Government, Statutory authorities Regulations and other Government bodies, if any, from time to time.

29. Accident or Injury to Workmen

The Bank will not be under any liability to pay any compensation to persons deployed by the contractor in case of accident, injury, loss of life, disability, impairment, etc., while discharging the duties in the said premises. The contractor shall get them insured against any liability or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover for their employees at their own cost and should be responsible for the safety of persons employed by them. The Contractor shall be fully responsible and shall compensate the Bank in the event of any damage to

person or material, injury /damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workforce.

30. Failure to exercise the Bank's rights

Any omission on the part of the Bank at any time to exercise any of its rights under the terms of engagement of the catering Contractor shall not be deemed to amount as waiver on the part of the Bank of its rights and in no way impair or affect the validity of the terms and the privilege of the Bank to enforce its rights at any time subsequently.

31. Tenancy Rights

Nothing herein contained shall be construed to create any tenancy of the Canteen block in the Contractor's favour and the premises and the Bank may of its mere motion effect the termination of this catering arrangement, re-enter and retake and absolutely retain possession of the canteen block.

32. Penalty Clause

The services provided may be reviewed by the Lounge Committee constituted by BIRD Kolkata. If the Committee is of the view that the Catering Services provided by the Contractor is not upto the mark, the penalties mentioned in Service Level Agreement (SLA) given in GeM portal may be applicable. The decision of the Bank shall be final and binding on the Contractor in this regard. The Contractor shall not pass on the burden of penalty to the workers deployed by him and should ensure payment of minimum wages to the workers irrespectively of the penalty.

33. Compensation to the Bank

- i. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.
- ii. The Contractor shall have whole sole responsibility for any damage / loss of life and property of the Bank on the part of any employee engaged by the Contractor resulting in any loss to the Bank or any of its clients. The contractor shall fully compensate the Bank for such damage/loss. The decision of the Bank in this regard shall be final and binding.
- iii. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to the Bank or any of its clients in kind or cash will be viewed seriously and the Bank will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary, without any notice. The Bank reserves the right to reject any particular workmen/staff employed by the Contractor under the contract with the Bank, without assigning any reason thereof.
- iv. In the event of any damage being caused to the movable or immovable property of the Bank or its clients or to the property of the employees of the Bank, the Bank reserves the right to compute the damage in terms of money and to deduct the money from the bill of the Contractor or from the amount payable to the Contractor by the Bank and recover the remaining amount, if any, by way of civil damages.
- v. In the event of default being made in the payment of any money in respect of wages of any person deployed by the Contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities, the Bank may make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Bank from the Contractor.
- vi. If any money shall, as a result of any instructions from the Labour Authorities or claim or application made under any of the Labour Laws, or Regulations, be directed to be paid by the Bank, such money shall be recovered from the Contractor.

vii. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, the Bank reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.

34. Disclaimer Clause

- a) The tender is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their bids/ offers.
- b) The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of the Bank is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.
- c) The purpose of this Tender is to provide the bidders with information to assist the formulation of their bids/ proposals. This Tender does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender and, wherever necessary, may obtain clarification from BIRD Kolkata.
- d) Bank makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.

35. Rejection of Bids/Re-tendering

The Bank may cancel the process of procurement or reject all the bids at any time before intimating acceptance of successful bid under any of the circumstances mentioned below:

- i) Effective competition is lacking.
- ii) If the quantity and quality of requirements have changed substantially or there is an unrectifiable infirmity in the bidding process.
- iii) All bids and proposals are not substantially responsive to the requirements of the bidding documents.
- iv) The prices quoted in the bids/ proposals are substantially higher than the estimated cost or the available budget;
- v) None of the technical proposals meet the minimum technical qualifying score;
- vi) When the bidder whose bid has been found to be the lowest evaluated bid, withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process.

36. Closure of Contract: The contract shall be closed on due performance of obligations of both the contractor and the Bank. Before making final payment or releasing the performance security/ bank guarantee, the Competent Authority of NABARD will satisfy itself that all supplies have been received as per the specifications, the stores/ articles/ facilities provided to the contractor have been taken back and that there is no liability outstanding against the contractor. The Bank shall obtain a No Claim Certificate from the contractor in prescribed format of NABARD.

Signature of Authorised Signatory with Stamp

Place and Date

Tender Application

(Letter on Bidder's letterhead)

Date:

Place:

**The Joint Director
Bankers Institute of Rural Development (BIRD)
Abhilasha-I
6, Royd Street
Kolkata (WB) – 700 016.**

Dear Sir,

TENDER FOR CATERING SERVICES AT BIRD, KOLKATA.

Having examined the terms and conditions specified in NIT and Tender Enquiry by NABARD, having visited and examined the site specified in the said Notice Inviting Tender (NIT) and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to supply the goods/services specified in the said NIT within the time specified, at the rates to be mentioned in the Price Bid, which may be issued to us by NABARD in the event that we qualify the technical bid and in accordance with all respects with the Technical Specifications and instructions referred in 'Instructions to Bidders/Vendors and General Conditions of contract', the Articles of Agreement and Price Bid with such materials/services as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

2. I/We understand that the time for completion shown above shall be reckoned from the date of issue of the Award in GeM.

3. Should this tender be accepted, I/we hereby agree to abide by and fulfil all terms and conditions of the contract so far as they may be applicable or in default thereof to forfeit the EMD (if any) and/or RMD/invoke PBG and pay to NABARD, the amount mentioned in the said conditions.

4. We also understand that NABARD is not bound to accept the offer either in part or in full. If NABARD rejects the offer in full or in part, NABARD may do so without assigning any reasons thereof.

Yours faithfully

Signature of Proprietor/Partners/Person having Power of Attorney/Authorization to sign the contract

(Certified copy of the Power of Attorney/Authorization & PAN of signatory to be attached)

Letter of Authorization

(Letter on Bidder's letterhead)

The Joint Director
Bankers Institute of Rural Development (BIRD)
Abhilasha-I
6, Royd Street
Kolkata (WB) - 700016

Dear Sir,

Tender for Catering Services at BIRD, Kolkata

We _____, (name of the firm/
company) have submitted our bid for participating in BIRD's Tender No.
_____ dated _____ for Catering
Services at BIRD, Kolkata. We also confirm having read and understood the terms of Tender
as well as the scope of work & requirements.

As per the terms of Tender, we nominate Shri/Smt./Ms.
_____, designated as _____
of our company to participate in the bidding process and provide acknowledgements,
endorsements and credentials under his signature and company stamp as per requirement of
BIRD. NABARD shall contact the above-named official for any and all matters relating to the
bidding process.

We, hereby confirm that we will honour the bids placed by Shri/Smt./Ms.
_____ on behalf of the company in the bidding
process, failing which NABARD may forfeit the EMD (if any) and/or RMD or invoke PBG.
We agree and understand that NABARD may debar us from participating in future tenders
for any such failure on our part.

Signature with company seal	Signature
Name	Name of Authorised Representative
Company/Organisation	Designation of Authorised Representative
Designation within Company/Organisation	Verified by
Date	
Place	

Letter of Indemnity and Undertaking

(Letter on Bidder's letterhead)

**The Joint Director
Bankers Institute of Rural Development
Abhilasha-I, 6 Royd Street
Kolkata (WB) – 700 016**

Dear Sir

Tender for Catering Services at BIRD, Kolkata

WHEREAS, the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to avail **Catering Services at BIRD, Kolkata** as per the Schedule hereunder written (as per Scope of Work attached) and which for brevity sake referred to as 'services', subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, _____ hereby declare and certify that we are the rightful owners/ licensees of the said article/service/solution/system offered for sale to NABARD and that the sale of the said article/service/solution/system to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copyrights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said _____ hereby agree to indemnify and keep indemnified and harmless NABARD, its officers, servants, agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copyrights in respect of the said article/service/solution supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorized persons for all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the End User License Agreement that accompanies the said article/service/solution.

We, the said _____ hereby also agree to indemnify and keep indemnified and harmless NABARD, its officers, servants, agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or the like.

SCHEDULE: As per Scope of Work attached.

Yours faithfully

(Name and Designation) of Authorized Official with company seal.

Undertaking for Non-Blacklisting / Non-Debarment of the Bidder/Vendor

(Letter on Bidder's letterhead)

Tender for Catering Services at BIRD, Kolkata

I/We, Proprietor/Partner(s)/Director(s) of M/s _____ hereby confirm that I/We have read and understood eligibility criteria and fulfil the same.

1. I/We further confirm that all the information furnished by me/us, as per the requirement of NABARD, have been included in our application.
2. I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by NABARD. I/We understand that any deviation may result in disqualification of our application.
3. I/We further hereby declare that I/we have not been blacklisted or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/ Procurement.
4. I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency/ Court which may result in liquidation of company/firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.
5. I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction.
6. I/We undertake that adequate number of resources, if required by NABARD, will be deployed for the project to complete the assignment within the stipulated time.

Signature (1)

(2)

(Duly authorized to sign)

Name

Capacity in which as executed

Name & registered address

Seal of the Bidder/vendor to be affixed.

Basic Information

A. General Information		
1.	Name of the applicant organization/vendor/ supplier/ service providers	
2.	Year of establishment	
3.	Address for communication and contact details	
4.	Telephone number (landline)	
5.	Telephone number (mobile & WA)	
6.	Email ID/s	
7.	Type of the organization (whether sole proprietorship, partnership, private limited or limited company or cooperative society, etc.)	
8.	Name of the proprietor/partners or directors in the organisation	1. 2. 3. 4. 5.
9.	Details of Registration – (whether partnership firm, company, society, etc.) Registering Authority, Date, Registration No., etc., mentioning the business/activity of the firm (A copy to be enclosed)	
10.	Whether empaneled for similar works with Government/ Semi Government/ Municipal Authorities or any other Public organization and if so, give the details of the same, since when and nature of contract.	
11.	Number of years of experience in the field/trade applied for (give separate for each trade). A list of important assignments may be indicated for the same along with supporting documents.	____ Years
12.	Areas of business activities, and place and address of such business	
13.	Have you in the past carried out any works for NABARD? If yes, give details.	
14.	Address of Office through which the proposed work will be handled. The name, designation and contact details of the officer in charge.	
B. Financial Information		
15.	Adequate and satisfactory evidence to indicate financial capacity of the person / organisation to undertake the said work	
16.	Permanent Account Number (PAN) of the proprietor/ partnership firm/ private limited company/ limited company/ cooperative society (Copy of PAN to be attached)	
17.	GST No. (enclose copies of relevant documents)	
18.	Balance sheet and profit & loss statement for the previous three years, duly certified by a practising Chartered Accountant in support of Average Annual Turnover OR Banker's Solvency	

	Certificate in proof of having adequate financial standing.	
19.	Annual turnover during the last three years	2020-21 (Rs.....) 2021-22 (Rs.....) 2022-23 (Rs.....) 2023-24 (Rs.....)
20.	Net Profit during the last three years	2020-21 (Rs.....) 2021-22 (Rs.....) 2022-23 (Rs.....) 2023-24 (Rs.....)
21.	a. Whether any civil suit/litigation has arisen in the contracts executed by the applicant during the last five years (Yes/No) b. If yes, please given following information (suit-wise/project-wise) i. Name of the Project and Organisation ii. Nature of work iii. Work Order No. and Date iv. Present stage of work v. Value of contract vi. Brief details of litigation	
22.	Number of supplementary sheets attached	

Signature of the Applicant

Place:

Date:

Bank Details (Please enclose Cancelled Cheque):

No.	Particulars	Details
1	Name of the account holder	
2	Account Number	
3	IFSC Code	
4	Type of account (Current / Savings)	
5	Name of the Branch	
6	Name of the Bank	

Details of Payment

- (a) EMD Amount:
- (b) Date of Transfer:
- (c) UTR No:
- (d) Transaction ID/ Reference No.:

FORMAT FOR CLIENT'S REPORT

(on client's letterhead)

Performance details of the firm: M/s. _____

Located at: _____

1	Work order/reference No.	
2	Gross value of the contract (Rs.)	
3	Date of commencement of contract	
4	Whether the service carried out as per agreement and the scope of the work entered with the firm	
5	Reason for delay (if any) and whether any penalty/liquidated damage, if any, was imposed on the firm	
6	Comments on capabilities of the firm (indicate grading)	
a.	Quality of security provided by the firm	Outstanding/Very Good/ Good/Satisfactory/Poor
b.	Technical proficiency / competence	Outstanding/Very Good/ Good/Satisfactory/Poor
c.	Integrity and reliability of the directors/partners/proprietors of the firm	Outstanding/Very Good/ Good/Satisfactory/Poor
d.	Integrity and reliability of the personnel deployed	Outstanding/Very Good/ Good/Satisfactory/Poor
e.	Dealings in the execution of the work, adherence to schedule and time	Outstanding/Very Good/ Good/Satisfactory/Poor
7.	Did the firm go for arbitration?	
8.	Any other information in your view will help us in making our decision	

Signature of the Authorised Signatory

Seal

Date

Place

PRE-CONTRACT INTEGRITY PACT

(To be submitted on ₹200.00 Stamp Paper)

Between

National Bank for Agriculture and Rural Development (NABARD) hereinafter referred to as **“The Principal”**

And

..... hereinafter referred to as **“The Bidder/Contractor”**

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **Catering Services at BIRD, Kolkata**. The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

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

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or

pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

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

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

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

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

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process.

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

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

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 - Equal treatment of all Bidders / Contractors/ Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

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

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Independent External Monitor appointed for NABARD is

Dr. Sanjay Kumar Panda, IAS (Retd)
515, Ward No.3, Sideshwar Sahi
Cuttack City, Cuttack district, Odisha, 753 008

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

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

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

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

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

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 - Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(Office Seal)

Place _____

Date _____

(For & On behalf of the Bidder/Contractor)

(Office Seal)

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

Articles of Agreement

(on Rs.200 Stamp Paper by the successful bidder only)

ARTICLES OF AGREEMENT made at _____ on this _____ day of _____

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Training Establishment, viz. Bankers Institute of Rural Development (BIRD) at Abhilasha-I, 6, Royd Street, Kolkata – 700 016, hereinafter referred to as “NABARD” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the ONE PART.

AND

Shri/Smt./Ms./Messrs. _____
(Proprietorship/partnership/Company) incorporated/registered under _____
_____ Act, and having its (place of business or Office) at _____
_____ hereinafter referred to as ‘Vendor’ (which expression shall unless repugnant to the context meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS NABARD is desirous of carrying out the work of Catering Service at NABARD’s Training Establishment, viz. Bankers Institute of Rural Development (BIRD) at Kolkata and has caused specifications describing the work to be done and prepared by BIRD, Kolkata.

AND WHEREAS the Vendor has visited the site and fully understood the existing conditions of site for execution of work.

AND WHEREAS the Vendor has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable thereunder (hereinafter referred to as "the said contract amount").

NOW, THE AGREEMENT WITNESS THAT IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES: -

1. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Vendor shall upon and subject to the said conditions annexed, carry out, execute and complete the supply/work shown in the contract, described by or referred to in the schedule of quantities and in the said conditions.
2. The said Conditions thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.

3. This Agreement and documents mentioned herein shall form the basis of this contract.
4. NABARD reserves to itself the right of altering the nature/quantum of the work by adding to or omitting any items having portions of the same carried out without prejudice to this Contract.
5. The Vendor shall provide to NABARD a security deposit/Retention Money Deposit/ PBG of Rs _____/- (Rupees _____ only) (Interest Free).
6. In case of breach of any terms and conditions attached to this contract, the Security Deposit of the Vendor will be liable to be forfeited by NABARD besides annulment of the contract.
7. In case any of the documents furnished by the Vendor is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract.
8. NABARD shall pay to Vendor, the said contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
9. This contract is an item rate contract for the complete work to be paid for according to necessary supply/installation/testing/commission/commencement of services carried out at the site, at the rate contained in the Schedule of Rates or as provided in the said conditions.
10. The Vendor shall afford every reasonable facility for carrying out of all works of other Vendors/Contractors employed by NABARD and shall make good any damage done to any infrastructure after completion of such works.
11. The Vendor shall indemnify and keep indemnified, defend and hold good NABARD, its staff and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for any breach committed by the Vendor or their personnel on account of misconduct, omission and negligence by the Vendor or his staff.
12. The Vendor shall ensure proper conduct of its personnel in NABARD's premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
13. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person/s engaged by Vendor in the course of their performing the functions/works, or for payment towards any compensation.
14. Time shall be considered as the essence of this contract, and the Vendor hereby agrees to commence the work/job on the next day of receipt of the work order as provided for in the said conditions and to complete the entire work within the time period prescribed below reckoned from the date of receipt of such work order subject nevertheless to the provision for extension of time.
15. NABARD reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

16. NABARD reserves to itself the right to alter the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.

17. DISPUTE RESOLUTION

a) In case of dispute regarding the quality of work and product / unsatisfactory services etc., the final authority will rest with the Joint Director, Bankers Institute of Rural Development, Kolkata and the same will be binding on the Vendor.

b) In the event of any claim, difference, dispute or controversy and questions whatsoever arising between the parties under this agreement and subsequent agreement shall in the first instance, be attempted to be resolved between the parties themselves.

c) If the dispute cannot be resolved through consultations between the Parties within 30 (thirty) days after one Party has served a written notice on another Party requesting commencement of such discussions, any Party may thereafter in writing, demand that the dispute be finally settled by an arbitration comprising of sole arbitrator mutually appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996 or any modifications thereof. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the parties to this Agreement and shall have prior experience as Arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Kolkata. The language of arbitration shall be English.

d) The award of the arbitrator/s so appointed shall be final and binding on the parties.

e) Work under the contract shall be continued by the Vendor during the arbitration proceedings unless otherwise directed in writing by NABARD. No payment due, or payable by NABARD, to the Vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

18. If the vendor becomes insolvent or found to have offered any bribe in connection with the contract or the Vendor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof, NABARD may terminate the contract and forfeit the said security deposit and recover from the Vendor any loss suffered by NABARD on account of the contract being terminated.

19. This agreement is being executed in duplicate, NABARD shall keep the original and the Vendor shall keep the duplicate.

20. The Vendor shall bear the expenses for stamp duty on this agreement for both the original and the duplicate copy.

21. That the several parts of this contract have been read by the Bidder/Vendor and fully understood by the Vendor/Bidder.

IN WITNESS WHEREOF NABARD has set its hands to these presents through its duly authorized officials and the Vendor has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

Signature Clause

SIGNED AND DELIVERED by the National Bank for Agriculture and Rural Development by the hand of Shri _____ (Name & Designation) and stamped at _____ on _____.

SIGNED AND DELIVERED by the Vendor by the hand of Shri _____ (Name & Designation) and stamped at _____ on _____.

In the presence of:

Witness # 1

Witness # 2

Signature:

Signature:

Name:

Name:

Address:

Address:

Date:

Date:

Place:

Place:

Bankers Institute of Rural Development, Kolkata

PERFORMANCE BANK GUARANTEE FORMAT

(On Non-Judicial Stamp Paper of Rs.200.00)

To

The Joint Director
Bankers Institute of Rural Development
Abhilasha-I
6, Royd Street
Kolkata – 700 016.

In consideration of National Bank for Agriculture and Rural Development (NABARD) having Head Office at C-24, G-Block, Bandra-Kurla Complex, PO Box No. 8121, Bandara East, Mumbai – 400 051 (hereinafter referred to as “Purchaser”) having agreed to procure **Catering Services at BIRD, Kolkata** (hereinafter referred to as “Services”) from _____ (hereinafter referred to as “Contractor”) on the terms and conditions contained in the Tender (Ref. No. _____ dated _____) and their agreement (hereinafter referred to as the “Contract”) and subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the **Catering Services at BIRD, Kolkata** (hereinafter referred to as “Proposed Services”) as per the terms and conditions as set forth in the said contract and also guaranteeing the Proposed Services as per the terms and conditions of the said contract;

- 1) We, _____ (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time upto _____ 20____ (validity date of PBG 60 days after ending date of contract) money or monies not exceeding a total sum of ₹ _____/- (Rupees _____ only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser on failure of the contractor to provide proposed services as per the terms and conditions of the said contract.
- 2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether the contractor has failed to provide the proposed services as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
- 3) This Guarantee shall expire at the close of business hours on _____ (this date, should be the date of expiry of the warranty/contract/renewal plus 60 days) without prejudice to the purchaser’s claim or claims demanded from or otherwise notified to the

Bank in writing on or before the said date i.e. _____, (this date, should be the date of expiry of the warranty/contract/renewal plus 60 days).

- 4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.
- 5) In order to give full effect to the Guarantee herein contained, the purchaser shall be entitled to act as if we are the purchaser's principal debtors in respect of all the claims of the purchaser against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waives all our rights of suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.
- 6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting, in any manner, the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving the Bank.
- 7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
- 8) This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncanceled and the Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by the Bank on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.
- 9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, e-mail or registered post to the local address of the Bank as mentioned in this guarantee.

10) Notwithstanding anything contrary contained herein: -

- a. Our liability under this Bank Guarantee shall not exceed ₹ _____/- (Rupees _____ only);
- b. This Bank Guarantee shall be valid upto _____ (validity date);
- c. Unless actions to enforce the claims is filled on or before _____ (validity date) all rights under the said guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities thereunder.
- d. The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serves upon the Bank a written claim or demand on or before _____ (validity date).

11) The Bank has the power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Dated this ----- day of ----- 20__ at -----

For and on behalf of -----Bank.

Sd/ _____

Bankers Institute of Rural Development, Kolkata
Financial Bid

I. PRICE BID FOR CATERING SERVICES

1. The Contractor shall arrange for cooking & servicing of food/beverages/snacks for any number of participants depending upon the attendance/occasion as decided by BIRD from time to time.
2. Training programmes are conducted throughout the year, but the number of participants may vary from time to time and BIRD does not guarantee any minimum number of participants. **BIRD expects on an average 3000 “Trainee Days” per year.** This number is indicative and actual number of trainee days may increase/decrease.
3. “Trainee Days” means number of trainees multiplied by number of training days for each program. “Trainee Days” for any year will be sum of “Trainee Days” of each program conducted.
4. Apart from that, BIRD, Kolkata may organize Meetings, Workshops, Seminars, etc. for an approximate strength of 40 persons. Tea/Coffee, brunch, hi-tea, refreshment, snacks, meal, etc. are to be served to the participants a day on regular basis as and when required.
5. Charges for providing catering services for participants/guests shall be paid on per head per day basis, if they avail lounge services for an entire day. When participants/ guests avail only part service, charges shall be paid on per head per meal basis.
6. The bidder shall quote the rates for each item separately as under. An indicative list of menus is given hereinbelow.
7. Price Bid shall be submitted along with the Cost Analysis, if any.
8. Attention is drawn to the fact that rates for each and every item should be correct, workable, and self-supporting. The Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account.

SCHEDULE OF RATES TO BE QUOTED FOR CATERING SERVICES

The Rates to be quoted should be without taxes. The Applicable taxes on catering services will be paid by BIRD to the Contractor in addition to the rates quoted below.

No.	Particulars	Bid Price (₹)
1	Classroom Tea (morning 11:30 am to 11:45 am) – Tea/Coffee with biscuits/cookies/nan khatai – 2 pieces	
2	Classroom Tea (post lunch 03:30 pm to 03:45 pm) – Tea/Coffee with biscuits/cookies/nan khatai – 2 pieces	
3	Evening Tea with snacks (5:15 pm) (any one of the below items) <ul style="list-style-type: none"> a. Onion/aloo/paneer/mixed pakoda – 75 gm. b. Aloo bonda – 2 nos. c. Veg cutlet – 2 nos. d. Veg samosa – 2 nos. e. Kachodi – 2 nos. f. Aloo tikki – 2 nos. g. Veg sandwich – 2 nos. h. Any other item as per Lounge Committee / BIRD 	

Bid Prices of Food Items

BREAKFAST		
No.	Menu (Flavour and variety as per guest's choice)	Bid Price (₹)
1	Fresh Juice/Lassi/Chhanchh/Milk/Shake + Fruits Corn Flakes, Bananas – 2 nos., Toasted Bread, Butter, Jam, Cheese OR Grilled Sandwich (veg/non-veg), Boiled Egg/Scrambled Egg/Omelet (double egg), Sauce/Chuttny, AND	
2	Stuffed Assorted Paratha (aloo, paneer, gobhi, etc.) + Veg. Korma + Curd + Achaar + Tea/Coffee OR Poha/Upma/Vermicelli+Chutney+Nariyal Chutney+Jalebi+Tea/Coffee OR Puri + Bhaji/Chhole/Korma/Ghughni (veg/non-veg) + Curd + Achaar + Tea/Coffee OR Idli/Vada/Uttapam/Dhosa (Masala/Plain)/Pongal + Sambhar + Green Chutney + Nariyal Chutney+ Achaar + Tea/Coffee OR Maggi/Noodles (Veg/Non-Veg) OR	
3	Any other item as per Lounge Committee/BIRD	
	Total	
4	For Tea/Coffee : <ul style="list-style-type: none"> a. Morning Tea (Tea, Coffee, Butter Milk with biscuits/cookies/nan khatai-2 nos.) b. Afternoon Tea (Tea, Coffee, Butter Milk with biscuits/cookies/nan khatai- 2 nos.) 	

Tea & Snacks for Meetings

Sl.	Items	Quantity	Bid Price (₹)
1	Tea/Coffee/other Beverages (Rs.15 per cup Ceiling Price)	01 cup (150ml)	
2	Nimbu Pani, Lemon Soda, Chhachh, Juice, Lassi, Coconut water, etc.	01 glass/200 ml	
3	Biscuits/Cookies/Nan Khatai, etc.	04 pcs.	
4	Chips, wafers, etc.	25 gms	
5	Salted or Plain Cashew/ Almonds, etc.	25 gms	
6	Sweet, Ice-cream, etc.	01 pc.	
7	Toffee/candy/chocolate	08 nos.	
8	Any other as per Lounge Committee / BIRD		

Any other packaged food

Bid Price = MRP + 10% service charge

Note: Tea bags of different flavors (black tea, green tea, lemon tea etc.) and sugar cubes/sugar free sachets should be served along with regular tea.

LUNCH / DINNER					
Category	Menu	Executive	Bid Price (₹)	Deluxe	Bid Price (₹)
Essential	Achar, papad, raita/curd, mouth freshener, digestives, any other, dahi vada / any other	Plain Curd/ Raita and other essentials		Exotic Raita, dahi vada and other essentials	
Veg Soup	Soup of Choice	Any one		Any one	
NV Soup	Cream of Chicken Soup/Chicken Hot & Sour Soup/any other	Optional		Any one	
Starter Veg	Tinda fry/ Brinjal fry/ Aloo fry/ Cabbage fry/ Gobi fry/ Karela fry/ any other	Optional		At least one	
Starter Non-veg	Fish fry/Chicken 65 (boneless)/Fish Finger/ Chicken Lollipop/Roast Chicken/Roast Mutton/ Chicken/ any other	Optional		At least one	
Indian Bread	Roti – plain/tandoor/nan/missi/any other with/without butter	One variety of Roti		At least two varieties of Roti	
Salad	Green Salad/Caesar Salad/ Russian Salad/ Tossed Salad/Mixed Sprout Salad/ Chickpea Salad/ Tossed Salad/ Mixed Sprout Salad Fruit Salad/any other	Plain salad		Plain salad and Exotic salad	
Sweet	Gulab Jamun/Shahi Tukda/ Rasgulla/Ras Malai/ Rabri Malpua/ Shrikhand/ Kheer/ Sewaiyan/ any other, Ice Cream- vanilla/butter scotch/ chocolate/ strawberry/ chocolate/any other	Any one and Ice-cream		At least two and Ice-cream	

LUNCH / DINNER					
Category	Menu	Executive	Bid Price (₹)	Deluxe	Bid Price (₹)
Rice	Rice (plain/ jeera/steamed) / Veg Pulao / Kashmiri Pulao/any other	Rice plain/ steamed		Any one flavoured rice	
Veg Recipe	One daal and two dishes - Arhar daal (fry/tadka), Bhindi fry/ Aloo fry/Beans and carrot fry/ Gobi 65/ Capsicum fry/Veg. Manchurian /Roast Potatoes/Baigan Bharta, Dal Makhni, Rajma, Chhole, seasonal vegetable (dry/gravy), mix veg, Paneer butter masala, palak paneer, kadai paneer, chili paneer ki sabji, kofta, chana daal, mushroom masala, Mixed vegetable korma/ Capsicum with Gobi Curry/ Paneer Butter Masala/ Palak Paneer/Mutter Paneer/Mutter Paneer/ Veg Malai Kofta/ Dahi Kadi / any other	One each of seasonal veg and exotic veg and one daal		At least one seasonal veg, at least two exotics veg and one daal	
Non-Veg Recipe	Chicken Curry/Chicken 65/Mutton Curry/ Fish Curry/ Butter Chicken/Ginger Chicken/Garlic Chicken/ Kadai Chicken/ Mutton Rogan Gosht/Mutton Do Pyaza/ Mutton Keema/ Any other	Any one		At least two	
	Bid Price per plate including labour				

Any other item strictly as per Lounge Committee/BIRD

Any other packaged food

Bid Price = MRP + 10% service charge

BRAND/QUALITY OF MATERIALS TO BE USED

- i. Rice Basmati (India Gate/Kohinoor) or equivalent
- ii. Dal/Pulses Brand as approved by BIRD
- iii. Cooking Oil Rice Bran/Sunflower Oil (Saffola, Fortune or equivalent)
- iv. Atta Ashirvad/Pilsburry/Annapurna/Farm
Fresh/Patanjali/Golden Harvest
- v. Pickles Brand as approved by BIRD
- vi. Bread Modern/Britania/Mr. Brown
- vii. Butter/Cheese Amul/Britannia/Mother Dairy
- viii. Jam Kissan/Tops
- ix. Sauce Kissan/Maggi
- x. Milk Branded pasteurized Milk (Amul/Namaste
India/Parag/Mother Dairy)
- xi. Curd Freshly prepared
- xii. Tea Bags Tajmahal/Lipton/Tetley
- xiii. Biscuits Britannia/Parle/Sunfeast
- xiv. Cookies/Nan Khatai From reputed bakers
- xv. Vegetables 1st Quality fresh from market

xvi.	Fruits	1st Quality fresh from market
vii.	Ice cream	Amul/Top-n-Town/Mother Dairy
xviii.	Corn/Wheat Flakes	Kellogg's/Nestle
xix.	Oats	Quaker
xx.	Chicken/Mutton/Fish	1st Quality fresh meat
xxi.	Masala	MDH/MTR/Everest/Golden harvest/Patanjali
xxii.	Tea/ Coffee/ Green tea	Taj Mahal, Brooke Bond, Tata, Bru, Sunlight, Nescafe, Lipton
xxiii.	Packaged water	Kinley/Bisleri/Aquafina/Himalyan/Bailey/Oxyrich/Catch

Note:

1. The above-mentioned brand list is indicative, and the Contractor must get the menu/items/brand approved from BIRD beforehand.
2. The rate quoted may include premium towards insurance cover for the workers employed, minimum wages payable for the workers, contribution to their PF, ESI, Bonus, etc., premium towards third-party insurance cover, other incidental administrative costs like provision of uniforms to workers, overheads, profits, TDS deductions, etc. These costs are to be solely decided by bidder for the purpose of this quotation.
3. Crockery, utensils, casseroles, temperature-controlled equipment, etc. for serving of food and dining upholstery are to be provided by the contractor/ service provider only.
4. Only tea, coffee or hot beverages cooked and/or consisting of tea, milk, sugar sachets, boiled milk alongwith cookies/nan khatai/others may be availed to be cooked, served and cleaning of utensils upto ₹15 per cup, e.g., morning or evening tea for participants. Other add-ons, which may/may not be mentioned in the Tender Enquiry and/or SLA may be availed to be cooked, served and cleaning of utensils upto the prevailing cost in 3-starhotel/s in the vicinity.

I/we accept all the Terms and Conditions, Specifications and Guidelines as indicated in the Tender Document including the penalty clause.

(Signature and Name of the authorized person
of the firm/bidder with official seal)

Name:

Seal:

Place:

Date: