

# कार्यालय लाउंज / कैंटीन में खानपान सेवाओं के लिए दर अनुबंध के लिए वर्ष 2022-25 के लिए कोटेशन

नाबार्ड,  
राजस्थान क्षेत्रीय कार्यालय, जयपुर



निविदा जारी करने की तिथि	Date of Commencement of tender	31 <sup>st</sup> December 2021 at 14:00 PM
बोली-पूर्व बैठक	Pre-bid Meeting	11 <sup>th</sup> January 2022 at 11:00 AM
निविदा की प्राप्ति के लिए अंतिम तिथि और समय	Last date and time for receipt of Bids	21 <sup>st</sup> January 2022 at 14:00 PM
निविदा खोलने की तिथि और समय	Date and time of opening of Technical bids.	21 <sup>st</sup> January 2022 at 14:30 PM
निविदा डाउनलोड की वेब साइट	Website for downloading of Tender Document	<a href="http://www.nabard.org">www.nabard.org</a>
निविदा प्रक्रिया के लिए संपर्क व्यक्ति	Contact Persons for e-tendering	राजेश गोठवाल , 9930115101

## निविदा आमंत्रण सूचना

सं. सं. राबै.डीपीएसपी.रा.क्षे.का/

/परिसर/2021-22

(31 December 2021)

**नाबार्ड, राजस्थान क्षेत्रीय कार्यालय में कार्यालय लाउंज / कैंटीन में खानपान सेवाओं के लिए दर अनुबंध के लिए वर्ष 2022-25 के लिए कोटेशन निविदा – 01 अप्रैल 2022 से 31 मार्च 2025 अवधि के लिए**

राष्ट्रीय कृषि और ग्रामीण विकास बैंक, राजस्थान क्षेत्रीय कार्यालय, जयपुर निविदा दस्तावेज़ में उल्लिखित नियमों और शर्तों के अनुसार कार्यालय लाउंज / कैंटीन में खानपान सेवाओं के लिए दर अनुबंध के लिए वर्ष 2022-25 के लिए कोटेशन के लिए पात्र निविदाकर्ताओं से मुहरबंद निविदाएं आमंत्रित करता है |

निविदा जारी करने की तिथि	Date of Commencement of tender	31 <sup>st</sup> December 2021 at 14:00 PM
बोली-पूर्व बैठक	Pre-bid Meeting	11 <sup>th</sup> January 2022 at 11:00 AM
निविदा की प्राप्ति के लिए अंतिम तिथि और समय	Last date and time for receipt of Bids	21 <sup>st</sup> January 2022 at 14:00 PM
निविदा खोलने की तिथि और समय	Date and time of opening of Technical bids.	21 <sup>st</sup> January 2022 at 14:30 PM
निविदा डाउनलोड की वेब साइट	Website for downloading of Tender Document	<a href="http://www.nabard.org">www.nabard.org</a>
निविदा प्रक्रिया के लिए संपर्क व्यक्ति	Contact Persons for e-tendering	राजेश गोठवाल , 9930115101

यह निविदा [www.nabard.org](http://www.nabard.org) से मुफ्त में डाउनलोड की जा सकती है।

नाबार्ड के पास निविदा में उल्लिखित तारीखों को बदलने का अधिकार सुरक्षित है, जो कि उपरोक्त वेबसाइट पर, शुद्धिपत्र (corrigendum) के रूप में प्रदर्शित किए जाएंगे।

कृपया ध्यान दें कि वांछित सभी जानकारी, निविदाकर्ता द्वारा निर्दिष्ट स्वरूपों में प्रदान करने की आवश्यकता है। निविदाकर्ता, निविदा की तैयारी और प्रस्तुत करने से संबंधित सभी लागतों को वहन करेगा | निविदा का परिणाम जो भी हो, किसी भी स्थिति में नाबार्ड किसी भी तरह के लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा |

निविदा प्रस्ताव प्रस्तुत करने के लिए तकनीकी विनिर्देश (Technical Specifications), नियम और शर्तें (Terms and Conditions), परिवर्तन प्रारूप और प्रोफार्मा आदि निविदा दस्तावेज़ और उसके परिशिष्ट / विवरण में वर्णित हैं।

निविदा प्रस्ताव को उन निविदाकारों या उनके प्रतिनिधियों की उपस्थिति में खोला जाएगा जो उपर्युक्त निर्दिष्ट समय पर निविदा खोलने के लिए उपस्थित होना चाहते हैं।

भवदीय

-हस्ता-

(मनोज कुमार)

सहायक महा प्रबन्धक

## Form of Tender

The Chief General Manager  
National Bank for Agriculture and Rural Development  
Rajasthan Regional Office  
03, Nehru Place, Tonk Road  
Jaipur (Raj.) - 302015

Dear Sir,

Having examined the Scope of work and the guidelines relating to **Quotation For Annual Rate Contract For Catering Services At Office Lounge / Canteen for the period 01 April 2022 to 31 March 2025 at NABARD Rajasthan Regional Office Premises at 03, Nehru Place, Tonk Road, Jaipur (Raj.) - 302015** as specified in the memorandum hereinafter set out and having visited and examined the site of the work specified in the Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the work/s specified in the said Memorandum at the rates mentioned in the Annexure and in accordance in all respects with the specifications and instructions in writing referred to in the conditions of the tender, the Articles of Agreement, Special Conditions and terms and conditions, and in all other respects in accordance with such conditions so far as they may be applicable.

Yours faithfully

Name and Signature of the tenderer

## MEMORANDUM

### (a) Description of work/s:

Quotation for rate contract of Catering Services at Lounge / Canteen at NABARD Rajasthan Regional Office Premises at 03, Nehru Place, Tonk Road, Jaipur (Raj.) - 302015

### (b) Earnest Money: Rs. 16,000/-

2. Should this tender be accepted, I/We hereby agree to abide by the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in default to pay to the National Bank for Agriculture and Rural Development amount mentioned in the said conditions.

3. I/We have deposited a sum of Rs. 16000.00 as **Earnest Money Deposit** with the National Bank for Agriculture and Rural Development, which is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by National Bank for Agriculture and Rural Development.

The names of partners of our firm are:

(i)

(ii)

Name of the partner of the firm authorized to sign

OR

Names of person having Power of Attorney to sign the contract. (Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of authorized signatory  
(Signature and addresses of witnesses)

**ANNEXURE-I**

**Basic Information about the Contractor**

A	Name & Address of the Applicant	
B	Whether individual, company or partnership firm	
C	Name & Address of Director and/ or partners (in case of company or partnership firm) or name & address of the proprietor(s) in case of sole proprietorship firm <b>(Documentary evidence to be enclosed)</b>	
D	Experience (Use separate sheets wherever necessary) Guest house / catering / house-keeping services (particulars to be given with reference) <b>Quotation without documentary evidence will be rejected)</b>	
E	Total number of employees presently employed by the applicant in the guest house maintenance & catering contracts	
F	Name of the Banker & Branch with address & phone number  Bank Account No Account Type	
	IFSC No Provident Fund Code No ESI Code No Income Tax PAN No  <b>(Copies of Documents to be attached)</b>	
H	Service Tax Registration No VAT/TIN Registration No / GST Registration No. <b>(Copies of Documents to be attached)</b>	

I	Whether applicant has been issued with a license under the Contract Labour Regulation & Abolition Act? <b>If so furnish the details</b>	
J	Is the agency an income tax assessee? <b>If so, income tax return certificate for the last 3 years has to be attached</b>	
K	Have the accounts of the firm/company has been audited for the previous years? <b>If so furnish a copy of audited accounts of the previous 3 years</b>	
L	<b>Valid FSSAI Licence.</b> Attach a Self-certified copy. The validity of the same shall be verified through <a href="https://fssai.gov.in/">https://fssai.gov.in/</a>	
M	Any other information the applicant may like to furnish	
N	Signature of the applicant	
O	Details of the applicant  Name of the applicant  Address	

Place:

Date:

Sign & Seal

## ANNEXURE– II

### General Terms & Conditions

**ELIGIBILITY CRITERIA** 1. Bidder shall be a professional Contractor, in the field of catering, with a minimum of 3 years' experience in providing in-house multi-cuisine catering (i.e., Veg, Non-Veg, South Indian, North Indian, etc.) to training institutions, establishments of banks, Central Government / Financial Institutions or Corporate Sector. The time period of 3 years shall be reckoned from April 2018 to March 2021.

2. Bidder shall have executed three similar contracts each costing not less than Rs. 3.20 lakhs or two similar contracts each costing not less than Rs. 4.00 Lakh or one similar contract costing not less than Rs. 6.40 lakhs in the last three financial years (i.e. 2018-19, 2019-20 & 2020-21) and should have an annual turnover of more than Rs. 2.50 lakh or more in last three years. Certificates from the clients regarding the quality and duration of service rendered during the last three years shall also be furnished in the prescribed format given in Annexure-II.

3. The Bidder shall be based at Jaipur or have a registered representative establishment at Jaipur. The Bidder should have a valid FSSAI Licence to operate as Caterer / FBO. The validity / correctness of the licence shall be verified through FSSAI portal. The licence shall be obtained / renewed by the bidder/contractor at his own cost.

4. The Vendor / Service Provider who will offer the bids will have to deposit EMD of Rs. 16,000/- (Rupees Sixteen Thousand only) using online funds transfer/National Electronic Funds Transfer (NEFT) to NABARD, and the details of the Bank account are as under: -

NAME OF ACCOUNT	<b>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</b>
BANK NAME	<b>NABARD</b>
BRANCH NAME	<b>HEAD OFFICE MUMBAI</b>
IFS CODE	<b>NBRD0000002</b>
ACCOUNT NUMBER	<b>NABADMN016</b>

#### **Tenders without EMD will not be considered.**

Earnest Money Deposit (EMD) is to be sent through online transfer (NEFT) 2 (two) days before the last date of submission of tender. The receipt of online transfer has to be attached with the Quotation. The EMD shall not bear any interest and such amount shall be forfeited in the event of any refusal or delay on part of the successful bidder to sign and execute the agreement for commencement of contract in case their bid is accepted and any sort of non-compliance with the terms of services agreed upon. The unsuccessful Vendor / Service Providers will be returned the E.M.D. within 15 days from the date of final decision of Bank regarding the contract except for exigencies beyond Bank's control.

The Vendor / Service Provider selected through the tendering process will be required to give security deposit of Rs. 16,000/- (Rupees Sixteen Thousand Only) in favour of National Bank for Agriculture and Rural Development, payable at Jaipur refundable on expiry of contract after adjustment of any dues receivable from the Vendor / Service Provider. The EMD of the successful bidder will be converted into Security Deposit/Retention Deposit. The Security Deposit shall not bear any interest and such amount shall be forfeited in the event of any refusal or delay on part of the successful bidder to sign and execute the agreement/contract in case their bid is accepted and any sort of non-compliance with the terms of services agreed upon.

5. Record of accomplishment of the Bidder shall have to be clean without any involvement in illegal activities or financial frauds. There shall not be any case with the Police / Court / Regulatory authorities against the Bidder. If found at any stage during the evaluation or after the award of contract that the Bidder had withheld or misrepresented facts and information in these regards, the Bid shall be rejected.

6. The Bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority. The Bidder must not have been suspended / delisted / blacklisted by any organization including NABARD, Jaipur on any grounds.

7. The Bidder should not have rescinded / abandoned any Contract awarded by any of his clients before the expiry of prescribed period of Contract. The Bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof.

8. If the performance of the Bidder is / has been found to be unsatisfactory for any reasons, whatsoever, in any organization including NABARD, RO, Jaipur, then NABARD reserves the right to reject the bids submitted by such Bidder.

9. The Bidder shall have applicable and valid registrations with statutory authorities constituted for Labour welfare and other purposes such as ESI, EPF, PAN, TIN, VAT, CST, Service Tax, licensing food establishments etc., duly supported by copies of certificates of registration.

10. The Bidder should have made profits in the last three financial years. The Bidders shall submit all documentary evidences in support of the above eligibility criteria

**11. The upper ceiling for one cup. of 150 ml of Tea/Coffee/Green Tea shall be Rs. 15/-, inclusive of all taxes. The bidder shall have to quote the amount for the same equal to or below this amount.**

PRE-BID MEETING A Pre-bid Meeting shall be held with the intending Contractors at NABARD, Rajasthan Regional Office, Jaipur as indicated in the information sheet, to clarify doubts, if any, raised by them on the Tender. No separate communication shall be sent for this meeting. The requests for clarifications shall be submitted in writing by  
----- (Two days before the pre-bid meeting).

13. **TERMS and CONDITIONS** (i). The contract will be for a period of three (03) years (w.e.f. 01 April 2022 to 31 March 2025). However, the contract shall be reviewed after the end of first three months and based on the satisfactory performance during this period, the contract shall be continued for the complete year at the same rate and Terms and Conditions. Thereafter, at the end of every year the performance of the vendor shall be reviewed and the contract shall be renewed each year only after satisfactory performance of the vendor. Any decision taken by NABARD, Jaipur in this regard shall be final, conclusive and binding on the Contractor.

(ii) NABARD, Jaipur will have the option to terminate the Contract, after giving notice of one month in writing without assigning any reason there of. However, the Contractor shall not be entitled to terminate the Contract before completion of the aforesaid period of first 03 months and in the event of the contract being extended by the NABARD beyond the said period, the Contractor may terminate contract by giving at least 3 months prior notice in writing.

(iii) NABARD reserves the right to reject any or all offers without assigning any reason there of. The NABARD shall decide not to avail of any services from any Bidder as a consequence of this Tender/ Advertisement. The NABARD also reserves the right to re-issue / recommence the entire bidding process without the vendors having the right to object. Any decision of the NABARD in this regard shall be final, conclusive and binding on the Bidders.



(iv) EMD of the unsuccessful Bidder shall be returned after finalization of the tender. It shall not carry any interest. EMD of the successful Bidder shall be retained and adjusted towards Security Deposit. EMD so retained shall also not bear any interest. Registered MSE firms are exempted from payment of Earnest Money, but such firms if found successful have to pay Security Deposit of Rs. 16,000/- (Rupees Sixteen Thousand only) afterwards.

(v) The acceptance of offer of contract shall be communicated by the successful Bidder such that the acceptance is received by the NABARD within 7 days from the date of issue of the Offer. Failure to accept the offer and communicate accordingly within this period shall result in forfeiture of the EMD and revocation of the offer.

(vi) Successful bidder's earnest money deposit of Rs. 16,000/- (Rupees Sixteen Thousand only) will be retained as Retention Money Deposit and the same shall be refundable after expiry / termination of the contract. The contract shall automatically become null & void and RMD of Rs. 16,000/- will stand forfeited in the event of the contracting firm failing to deposit the amount as above. However, NABARD, Jaipur reserves the right to revive the contract, if circumstances warrant. The security deposit shall not bear any interest.

(viii) On payment of the Retention Money Deposit (RMD) deposit, the contracting firm will be required to enter into an Agreement / Contract on stamp paper of appropriate value containing inter alia all the terms and conditions of the contract, as approved by NABARD, Jaipur. The successful bidder shall bear the stamp duty on agreement and shall ensure that the agreement is stamped with proper duty chargeable thereon as per the Maharashtra Stamp Act, 1958. The agreement shall be executed in duplicate and the NABARD, Jaipur shall retain the original and the contractor shall retain the duplicate.

(xi) If the successful Bidder fails to comply with the terms and conditions of the Agreement / Contract in course of the contract period, the security deposit shall be forfeited in full or in part as decided by the Competent Authority.

**(x) The contractor shall provide Catering services as specified in the "Scope of work and specific terms & conditions for catering" in Annexure-V.**

(xi) Catering services for the Staff / guests / visitors shall be provided on all working days during the contract period and on holidays or as and when required.

14. The NABARD have a staff Lounge / Canteen where they are served tea / coffee, breakfast and lunch. Therefore, successful bidder will have to provide the above services as per their eligibility. Approx 30-35 staff members avails lunch on working days, all the present staff members have to be provided tea / coffee / green tea twice a day. Failure to provide the service shall attract penalty. The amount of penalty shall be decided by NABARD, Jaipur on each occasion and shall be final.

15. The contractor shall provide adequate number of competent and well-trained staff for cooking, cleaning, dining and room services.

16. Minimum number of staff, including Managers as overall in-charge, skilled with a experience of three years and kitchen helpers, waiters, dining hall helpers etc., shall be maintained at any point of time, sufficient to manage the requirements of the NABARD, Jaipur at all times. The contractor shall have full control of such employees and shall give necessary guidance and direction to carry out the jobs assigned to them by the contractor. The catering staff are to be allotted duties individually and not given sundry work.

17. Residential accommodation shall not be provided by NABARD, Jaipur to the workmen of the contractor. However, one cook and two helper/waiter of the contractor will be allowed come early in the kitchen premises to attend to early hour duties. Their presence, however, should not cause any disturbance to normal functioning of the NABARD, Jaipur.

18. No escalation in rates on any account will be permitted during the contract period. No advance shall be paid. Bills for catering services may be raised by the contractor on a monthly basis and the same shall be settled after deducting all applicable statutory taxes. TDS Certificate shall be issued every quarter in support of TDS deductions affected from the bills.

19. The contractor shall pay minimum wages to his workers as per Central Govt. notification as also comply with all municipal and other regulations relating to preparation and sale of food stuff, beverages and refreshment and shall obtain necessary licenses and permits, including licenses under Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation & Abolition) Act, 1970, at his/her own cost. NABARD, Jaipur shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments.

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

21. The Contractor shall indemnify and keep indemnified, defend and hold good the NABARD, Jaipur, its officers, employees and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Contractor or their services personnel on account of misconduct, omission and negligence by the Contractor or his service personnel.

22. 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 the NABARD, Jaipur against risks and damages arising out of the default on the part of 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. The NABARD, Jaipur in no way be responsible or liable for wages, salaries, bonus, gratuity or any compensation in lieu of notice etc. of employees of the agency.

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

24. The contractor shall be responsible for taking adequate care of all equipment, utensils etc. He / She should bring to the notice of NABARD, Jaipur, 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 of mishandling / negligence of the workmen, except normal wear and tear, the said items shall be repaired by the contractor at his / her cost.

25. The contractor or his / her authorized representative has to attend the review meetings convened every month or as and when required, for discussion, evaluation of performance of the contract, and compliance to statutory issues, etc. Any deficiencies in

the services should be rectified immediately when pointed out by such authorised person/s.

26. In the event of any damage being caused to the movable or immovable property of NABARD, Jaipur or to the property of the employees of NABARD, Jaipur, the NABARD 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.

27. The contractor shall not use the Trademark and or trade name of NABARD or letterhead of NABARD and the relationship between the contractor and NABARD being on principal-to-principal basis, the contractor shall not hold himself / herself as an agent of NABARD.

28. The contractor shall not use NABARD's address on his letterhead / stationery for purposes of Registration with any Government / Local Body or any other organization or person and no tenancy shall be created by the presence of his workmen / employee on NABARD, Jaipur's premises.

29. To ensure effective implementation of this contract, the CGM or an authorized official of NABARD shall issue instructions, either orally or in writing to the contractor and such instructions shall be deemed to be a part and parcel of this contract and shall be binding on the contractor. In all matters relating to or incidental to this contract, if there arises any doubt or dispute or disagreement, the decision of The CGM, NABARD, Jaipur shall be final and binding on the contractor.

29. It shall be the contractor's responsibility to ensure that the obligations under the terms of this contract are duly performed and observed.

30. NABARD, Jaipur reserves the right to amend, rectify, alter or relax any conditions, referred above for this tender, without assigning any reasons.

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

### **32. Terms & Conditions - Contractor's Employees**

(i) All skilled, semi-skilled and unskilled employees engaged by the contractor shall be trained and experienced people having good health, character, well behaved, obedient and skilful in their tasks. They should be conversant in English and Hindi.

(ii) The contractor shall furnish list of his / her employees to be deployed at NABARD, JAIPUR, along with their qualifications, experience, address, photos, etc.

(iv) The Contractor shall ensure that they observe cleanliness and are properly dressed in clean uniform with hand gloves, head caps and identity cards, during their hours of service.

(v) The Contractor shall take all precautionary measures to ensure the safety of the workmen employed by the contractor and NABARD, Jaipur shall not be responsible in case of any eventuality.

(vi) The contractor shall take prior permission from the authorized official of NABARD, Jaipur before deploying any employee at Lounge/canteen. However, NABARD, Jaipur reserves the right to reject any particular workmen / staff placed / employed by Contractor under the contract with NABARD, Jaipur without assigning any reason therefor.

(vii) The Contractor shall furnish a detailed duty chart of the employees deployed by him, at the beginning of every month, and keep informed NABARD, Jaipur of any changes made in the duty chart from time to time. The duty chart for the month should give the specific names of the employees and respective duties they are required to attend to. Also, Contractor shall submit the list of employees with changes effected, if any, on the first day of every month.

(viii) The Contractor shall organize complete medical examination **including that of Covid-19** of all the staff before initial deployment to make sure that they don't have any communicable diseases and a medical certificate to that effect should be submitted to the NABARD. Further, whenever, there is any change in staff employment, a medical report should be submitted for the new employee/s. In addition, the staff are to undergo periodical medical check-ups as per the Statutory Act and medical reports shall be submitted to NABARD, Jaipur. 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. NABARD, Jaipur shall arrange for medical check-up of the canteen personnel, if considered necessary by the NABARD 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 NABARD in this regard shall be borne by the Contractor.

(ix) The Contractor shall arrange to issue Identity Cards to all the staff, after submitting necessary documents in the form of antecedent verification report from the Police Station, Address proof and Identification proof etc.

(x) The Contractor shall ensure that none of his personnel on duty is in inebriated state or consumes drug, prohibited substances, smoke, etc., while on duty or otherwise inside NABARD, Jaipur premises. The Contractor shall remove any employee who in the opinion of NABARD, Jaipur is guilty of misconduct, or is in any manner unfit or unsuitable for service. The Contractor shall at all times indemnify NABARD, Jaipur against all claims which may be made under the Workmen's Para 8.56 of Chapter -8 of GA Manual 14 Compensation Act, or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Contractor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions / commissions done by them.

(xi) The workmen / employees engaged by the Contractor shall not have any right / claim over the facilities enjoyed by NABARD, staff.

(xii) It is clearly understood that the Contractor's employees shall not have any employee-employer or master-servant relationship with NABARD, Jaipur.

(xiii) The Contractor / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013".

The contractor agency shall be solely responsible for full compliance with the provisions of the "sexual harassment of women at workplace (prevention prohibition and Redressal) Act 2013" in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor/ agency and the contractor/ agency shall ensure appropriate action under the said act in respect of the complaint.

Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Banks employee, if sexual violence by the employee of the contractor is proved.  
d) The contractor shall be responsible for educating its employee about prevention of sexual harassment at workplace and related issues. e) The contractor shall provide a complete and updated list of its employees who are deployed within the Banks premises.

(xiv) The Contractor shall ensure that : (a) All instructions, guidelines and specifications issued to the Contractor by NABARD, Jaipur are clearly and effectively communicated by the Contractor to its employees and personnel. (b) All instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the Contractor so that the reputation of NABARD, Jaipur is not compromised. (c) 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. NABARD, Jaipur reserves rights any omission on the part of NABARD, Jaipur 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 NABARD, Jaipur of its rights and in no way impair or affect the validity of the terms and the privilege of NABARD, Jaipur to enforce its rights at any time subsequently. d) The contractor shall pay minimum wages to his workers as per Central Govt. notifications.

33. Tenancy Rights Nothing herein contained shall be construed to create any tenancy of the Canteen block in Contractor's favour and the premises and NABARD, Jaipur may of its mere motion effect the termination of this catering arrangement, re-enter and retake and absolutely retain possession of the canteen block. On termination of the contract, the agency shall discontinue use of and hand over peaceful possession of the Bank's premises together with fixtures and articles therein, in good condition.

34. Licences and Registrations (i) The Contractor shall obtain the requisite license under Contract Labour Act (Regulation and Abolition Act 1970) and amended from time to time issued by the concerned Labour Department for running the establishment. NABARD, JAIPUR shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments by the Contractor. (ii) The Contractor shall register with the Registrar of concerned Central / State Body 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 1950 and amended from time to time, Payment of Wages Act 1935 and amended from time to time Provident Fund Act, ESI Act, etc. and such other Statutory Enactment, Rules and Regulations laid by the Government and local body in force, coming into force which may apply to this agreement. The Contractor shall indemnify the Principal Employer (NABARD, Jaipur) against risks and damages arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government and other statutory authorities from time to time. (iii) The Contractor shall comply with all requirements of law with regard to the provision of labour and ensure that an appropriate licence from concerned labour department is obtained. It shall be the responsibility of the Contractor for furnishing necessary statutory information / documents in proof of the above whenever called for by NABARD, JAIPUR. 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.

35. Disputes Resolution Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of, or relating to this contract including interpretation of its terms, NABARD MRO, Jaipur say will be final in the matter.

### ANNEXURE-III

#### **General Instructions to Party**

Sealed Tenders, should be addressed by name to Chief General Manager, NABARD Rajasthan Regional Office, 03, Nehru Place, Tonk Road, Jaipur -302015 and super-scribed "ANNUAL RATE CONTRACT FOR CATERING SERVICES" and send so as to reach him not later than **14.00 p.m. on 21<sup>st</sup> January 2022**. The tenderers should clearly indicate on each copy of the tender, under the full signature, whether it is original or duplicate.

**No tender will be received after 14.00 p.m. on 21<sup>st</sup> January 2022 under any circumstances whatsoever.**

Tenders will be opened **on 21<sup>st</sup> January 2022 at 14:30 PM** at his office by the Chief General Manager, National Bank for Agriculture and Rural Development, or any other officer designated for this purpose by him in the presence of other officials and the tenderers or their representatives, should they choose to be present.

Tender shall remain open for acceptance by the Bank for a period of Three Months from the date of opening the tender which may be extended by mutual agreement and the tenderers shall not cancel or withdraw the tender during this period/extended period.

The tender forms should be filled in English and all entries must be made by hand and written in ink. If any of the above documents are missing or unsigned the tender may be considered invalid by the Bank at its discretion.

Rate should be quoted both in figures and words in the columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderers. Over writing of figures is not permitted, failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or conditions after opening of the tender will be entertained.

Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of the Contract, Specifications, Special Conditions, etc., as laid down. Any tender with any documents not so signed is liable to be rejected.

The tenders submitted on behalf of the Firm shall be signed by all the partners of the Firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender is liable to be rejected by the Bank.

The National Bank for Agriculture and Rural Development does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, without assigning any reasons for doing so.

Intending tenderers shall pay an Earnest Money Deposit a sum of Rs. 16,000/- by an electronic transfer which will be credited into the office of the National Bank for Agriculture and Rural Development. The Earnest Money Deposit will be returned to the tenderer if his tender is not accepted but without any interest.

Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or Bank Guarantee or insurance guarantee, cash or cheque.

The Earnest Money Deposit of Rs. 16,000/- paid by the successful tenderers shall be held by the National Bank for Agriculture and Rural Development as partial security deposit for the execution and due fulfillment of the contract. No interest shall be paid on the said deposit.

**The Earnest Money Deposit of the successful tenderer will be converted into the Security Deposit and retained with National Bank. The amount of Security Deposit to be maintained will be Rs. 16,000/-** All compensation or other sum of money payable by the party to the Bank under the terms of this contract may be deducted from his security deposit if the amount so permits and the party shall, unless such deposit has become otherwise payable, within 10 days after such deduction make good in cash the amount so deducted.

On receipt of intimation from the Bank of the acceptance of his/their tender the successful tenderer shall be bound to implement the contract within 14 days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement along with other terms and conditions of the tender document.

The party shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the party rescinding the contract whereupon the Security Deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the party.

The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making the tender on entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of work and all matters pertaining thereto.

The successful tenderer must co-operate with the other contractor appointed by the Bank so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank.

The Bank will provide water and power required for the work free of cost at suitable points. The party should ensure that the water and power facility provided by the Bank are not wasted.

The Earnest Money Deposit of the successful tenderer will be forfeited if he fails to comply with any condition of the contract.

I/We hereby declare that I/We have read and understood the above instructions for the guidance to tenderers.

Signature of Tenderer: \_\_\_\_\_

Address : \_\_\_\_\_

Date : \_\_\_\_\_



## ANNEXURE-IV

### Covenants made by the party

1. The party shall conform to the provision of any Act of the Legislature relating to the works, and to the Regulation and Bye - Laws of any authority.
2. The party shall bring to the attention of the Bank all notices required by the said Acts, Regulations or Bye-laws to be given to any Authority and pay to such Authority, or to any Public Office all fees that may be properly chargeable in respect of the works, and lodged the receipts with the National Bank.
3. The party shall on request of the Bank immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank, be incompetent or misconduct's himself, and such person shall not be again employed on the work without the permission of the Bank.
4. The whole of the works included in the Contract shall be executed by the party and the party shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof or interest therein without the written consent of the Bank
5. The party shall be responsible for all injury to persons, and for all structural and decorative damage to property which may arise from the operation or neglect of party or their staff or damages arising from carelessness, accident or any other cause whatsoever in any way connected with carrying out of the party. The party shall indemnify the Bank and hold it harmless in respect of all and any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under Acts of Government or otherwise and also in respect of any Award of compensation of damages consequent upon such claims.
6. The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages compensation, costs, charges and expenses arising or accruing from or in respect of any such claim for damages from any or all sums due or to become due to the party.

**ANNEXURE-V**  
**Scope of Work**

1. Providing the services of trained and experienced cooks/helper well versed in preparation of Tea/Coffee, Lunch and Dinner (veg. and non-veg.). Continuous operation of kitchen including cleaning and maintenance of kitchen equipment and kitchen area provided by Bank.
2. Maintaining the accounting of stock register for the inventory items like curtains, linen, towels, cutlery, crockery, utensils, etc.
3. **The Contract will be awarded based on the quotation received for supply of Tea / Coffee / Green Tea only.**
4. During abnormal circumstances, when the Office is forced to run on minimum strength (such as Covid induced lockdown), the payment for the concerned month will be made based on the average of the payments made for the preceding three normal months.
5. **During the contract period, the contractor shall be responsible for the following:**
  - (i) Supply of Tea/Coffee/Green Tea to all the staff members, based on attendance, on all the days when the Office is open. As on now there are 96 staff members, which may vary from time to time. Approximate Tea/Coffee/Green Tea consumed per month are 4424.
  - (ii) Supply of Lunch/Snacks to the Staff members on their demand. The rates for the same shall be decided by the Lounge Committee of the Bank in consultation with the Contractor. Approximate meals consumed per month are 900.
  - (iii) Supply of Lunch, Snacks and Tea/High Tea/Coffee for meetings/other occasions, if any, conducted in the Office, as when required.
  - (iv) Providing lunch and snacks to NABARD, Jaipur employees in the Canteen on all working days as and when required by them. Charges for the same shall be borne by the employee and paid in Cash. Menu for Canteen shall be drawn on mutual consent.
  - (v) The Bank will fix the menu of breakfast, lunch and dinner in consultation with the Contractor and Lounge Committee of the Bank.
  - (vi) Beverages like soft drinks etc. will be charged on MRP.
  - (vii) Regarding lunch, snacks etc. the rates will be decide by Lounge Committee in mutual discussion with the Contractor.
  - (viii) Providing special catering services (Lunch/Dinner, Snacks, High Tea etc.) within the premises / campus of NABARD, JAIPUR on special occasions as per the rates agreed upon after mutual discussions.
  - (ix) The indicative make of materials to be used is given in Appendix to this Scope of Work.
- (x) **For purpose of executing the work under this Tender :**
  - (1) **Premises:** The Contractor will be permitted to use and occupy dining hall, kitchen & store room attached to the kitchen. The Contractor shall ensure proper cleaning, upkeep and maintenance of these areas, at his own cost.
  - (2) **Gas:** NABARD, JAIPUR shall provide commercial LPG gas connection only 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.
  - (3) **Electrical Fittings and Water:** NABARD, Jaipur shall provide the Contractor kitchen equipment, fans, exhaust fans, refrigerator, water cooler, water & electricity. These electrical fittings and equipment's 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. If it is found that water and electricity are not used

properly and involves any wastage, the Bank reserves the right / option to levy penalty on the agency.

(4) **Furniture and Fixtures:** All the furniture, fixtures, equipment and articles as per inventory separately prepared and all other furniture, fixtures, equipment and articles bought or made available by NABARD, JAIPUR in or to the kitchen, dining rooms & Canteen shall be the exclusive property of the NABARD, Jaipur and shall on termination / expiry of this contract be handed over by the Contractor to NABARD, JAIPUR in the same order and condition in which they were at the beginning of the contract, except for reasonable wear and tear.

(5) **Damage to other articles in the premises:** The Contractor shall be responsible for any damage to the Lounge & Canteen under the Contractor's occupation and to the fittings, fixtures, furniture, equipment entrusted to the contractor, when such damage is, in the opinion of NABARD, JAIPUR, caused due to negligence or carelessness or any fault on Contractor's part or that of its Manager or Workmen or Agent and the Contractor shall be liable to pay NABARD, JAIPUR such amount in respect of such damage as may be assessed by the officials of NABARD, JAIPUR.

(6) **Crockery, Cutlery, Cooking utensils etc.:** (i) The Contractor shall be provided with crockery, cutlery, table linen, cooking utensils and other articles that are necessary and required for providing catering services, as detailed in an inventory list, copy of which shall be provided to the contractor. The Contractor shall at all times keep and maintain all the articles in a clean, neat, hygienic and tidy order. The Contractor shall maintain inventory of the stock of items given to him / her. An inventory statement giving clearly 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 to NABARD, JAIPUR by 10th of every month, which shall be checked by the authorized official of NABARD, JAIPUR in comparison with the original inventory list. (ii) Breakage shall be kept to a reasonable level. Annual breakage to the tune of 10% is permissible in case of crockery supplied to the agency. The breakage over and above 10% should be made good by the agency. No breakage is allowed in cutlery. If breakage takes place on account of negligence or mishandling of the equipment, utensils, crockery and cutlery by the staff of the Contractor, the Contractor shall have to bear the entire cost in respect of such breakage. Similarly, the cost of any item missing shall be recovered from the Contractor in full. All the losses will be made good by the agency on quarterly basis.

(7) **Kitchen Equipment:** Adequate care shall be taken to keep the kitchen equipment in good condition. The list of kitchen equipment items will be provided at the time of awarding the contract. The cooking range, oven and other kitchen equipment 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 brought to the notice of the authorized official of NABARD, JAIPUR immediately. Repairs on account of mishandling / negligence of workmen shall be carried out by the Contractor at his / her own cost.

(8) **Electricity:** Charges for electricity consumed for lights, fans and other electrical appliances shall be borne by NABARD, JAIPUR 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. NABARD, JAIPUR reserves the right / option to levy penalty on the contractor in case of wastage of electricity.

(9) **Water Supply:** Water required for maintaining the Lounge & Canteen shall be supplied by NABARD, Jaipur. 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 NABARD, JAIPUR well in time to repair the same. In case of water shortage / no supply from the water board, the Contractor shall co-operate with NABARD, JAIPUR for regulated supply by NABARD, JAIPUR. The Contractor shall abide by such restrictions or instructions,

as may be imposed or as may be issued by the appropriate Government, Civic authorities and officials of NABARD, JAIPUR or any other person authorized by NABARD, JAIPUR regarding consumption of water. NABARD, JAIPUR reserves the right / option to levy penalty on the contractor in case of wastage of water.

(10) **Maintenance of Dining Halls, Kitchen & Canteen:** The Contractor shall keep the Dining Hall, Kitchens and Canteen as well as the adjoining space around them in a clean and tidy condition and use branded detergent to clean and mop these areas. The dining tables and service tables have to be maintained in a clean and neat manner, free of pests. The Contractor shall not permit the lounge or any portion thereof to be used for residential purposes by any of its employees. It shall be open to any official of NABARD, JAIPUR authorized in this behalf to inspect the Lounge or any portion thereof at any time.

(11) Personal Supervision shall be the Contractor's responsibility to ensure that the obligations under the terms of this agreement are duly performed and observed. A competent and qualified person(s) shall be appointed as Manager. The names of the person(s) should be informed to NABARD, JAIPUR. The Manager(s) should be conversant in English and Hindi.

(12) **Catering Standards (i)** Provisions, vegetables and other food items used should be of good quality and must be of well established brands. Food items and provisions shall be kept stored in closed containers in a hygienic manner. NABARD, JAIPUR's officials will have the authority to inspect such articles of food items and provisions at any time and will have full powers to order discontinuance of use of such articles of food and provisions which are found to be of unsatisfactory / doubtful standards and / or hygiene. **(ii)** High standards shall be maintained at all times with regard to quality, purity and quantity of food stuff. The catering staff shall maintain high standards of cleanliness in preparation and handling of food items (cooked food, cut fruit and salad servings etc.). Workmen handling cooking and cutting of food items shall maintain high level of personal hygiene and cleanliness. **(iii)** The Catering staff shall be courteous while serving the Officers, guests, and staff members. **(iv)** 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. NABARD, JAIPUR 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, NABARD, JAIPUR may initiate further stringent action, as deemed fit. **(v)** Utensils, cups, saucers, flasks, crockery, cutlery etc. shall be scrubbed and cleaned thoroughly with soap water and hot water. Kitchen utensils, cutlery, crockery, glassware, linen etc. used in the Lounge and Canteen shall be very clean and tidy. Any laxity in this regard will attract severe penalties of the amount that shall be determined by NABARD, JAIPUR which shall be binding on the Contractor. **(vi)** The Contractor shall ensure that the catering premises are kept neat and clean. A thorough master cleaning of all equipment's, fixtures, utensils shall be carried out by the Contractor every weekend by removing the grime, grease, stains, oil etc. and wiped well with a clean and dry cloth. **(vii)** Cooking / preparation methods include commonly separating dishes into wet / dry and specific cooking methods, for example boiling, frying, baking, poaching, stewing, braising, grilling etc.

(13) **Provisions, fruits, vegetables etc.:** **(i)** The Contractor shall be solely and wholly responsible for the 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)** It shall be the responsibility of the Contractor to store the materials purchased by him in a neat, tidy and hygienic manner in the space provided by NABARD, Jaipur. Security of such material shall be the sole responsibility of the Contractor. **(iii)** Quality of food and provisions used shall be of good standard as specified elsewhere in this Tender. The Bank shall have the 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)** Suitable refrigerator shall be provided by NABARD, JAIPUR for storing perishables. It shall be the responsibility of the Contractor to store the materials in an appropriate and hygienic manner. **(v)** There shall be no rechauffing of food i.e. leftover food of one meal shall not be served at the next meal. **(vi)** Reuse of used oil is strictly prohibited. Oil, once used shall not be used again.

**(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 Officers, guest, staff either directly to him / her or through the feedback report.

**(15) Utensils for cooking non-vegetarian food:** The Contractor shall ensure that the cooking/cutting areas and 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 Officers / Staff shall be as under:

**Tea/Coffee/Green Tea service**

**Morning :** 10.00 to 11.00 Hrs. (to be served at their desks)

**Afternoon :** 15.00 to 16.00 Hrs (to be served at their desks)

**Lunch :** 1300.00 Hrs to 1400 Hrs

**(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 shall supply and serve wholesome and hygienic meals and snack in accordance with the indicative menu as stated in Annexure-A and Annexure-B and at the rates as agreed in the contract.

**(17)** Preparation of the Menu for each day's breakfast, lunch, evening snacks and dinner shall be drawn up by the Manager every week in advance, as per Annexure-, in consultation with the authorized official designated by the Bank, with due regard to the seasonal requirements, needs and varying tastes of the participants coming to NABARD, JAIPUR from different parts of the country. This menu will be displayed outside lounge/mess each day. Signed menu shall be enclosed with the bills at the time of submitting the same for payment.

**(18) Miscellaneous (i)** Food shall be cooked only in the kitchen of the Lounge. Contractor shall not bring or serve any food prepared or cooked outside, except when instructed by the Bank. No outsider shall be permitted inside the Lounge / canteen. Food shall not be served to any outsider, either on payment or free of cost, except as asked by NABARD, JAIPUR. **(ii)** The Contractor shall not carry away any material / item out of the NABARD premises.

**(19) Signing of Contract Agreement (i)** General instructions to the Bidders and special conditions hereinbefore referred to shall be the basis of the final contract to be entered into with the successful Bidder. **(ii)** The Tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. The Tender shall otherwise be rejected. **(iii)** On receipt of intimation from NABARD, JAIPUR regarding acceptance of the Tender, the successful tenderer shall be bound to implement the Contract within fourteen (14) days thereof. The successful tenderer shall sign an agreement in accordance with the extant provisions. Notwithstanding the signing of the agreement, the written acceptance by the NABARD, Jaipur of a tender in itself shall not constitute a binding agreement between the NABARD, RRO, Jaipur and the person so bidding, whether such contract is or is not subsequently executed. **(iv)** The Contractor shall not assign the contract in whole or part to anyone. However, with

the prior express written consent of the bank, such portion of the contract for which consent has been given may be assigned. In case of breach of these conditions, NABARD may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the College, without prejudice to remedies against the Contractor.

\*\*\*\*\*

**Appendix to Scope of Work**  
**Indicative List of Material for Catering Services**

<b>Sr. No.</b>	<b>Items</b>	<b>Make/Standard</b>
1	Tea / Green Tea	Tata/Tetley/Lipton/Tajmahal/ Organic India/Tatva or similar category brand
2	Coffee	Nescafe/Bru/Tata/Davidoff or similar category brand
3	Sugar (both loose & sugar cubes)	Shuddh/Dhampure/Mawana or similar category brand
4	Milk & Milk products	Amul/Saras/Mother Dairy etc.
5	Mineral Water	Kinley/Bisleri/Aquafina etc.
7	Spices & Condiments	MDH/Everest/Catch or similar category brand
8	Fruits & Vegetables	Freshly Sourced daily from local mandi
9	Atta/Maida/Suji/Besan etc.	Fortune/Pilsbury/Aashirvad/ Shakti Bhog/Laxmi Bhog
10	Oil (Mustard or refined)	Fortune/P-mark/Saffola/ Ruchi or similar category brand
11	Ghee	Amul/Milkfood/Mahan /Patanjali or similar category brand
12	Any other food or related items	As specified by the bank

\*\*\*\*\*

**The Agreement which would be entered by the successful tenderer with the National Bank is prescribed as follows:-**

**ARTICLE OF AGREEMENT**

This agreement made at Jaipur this \_\_\_\_\_ day of \_\_\_\_\_ 2022 (in words) between the National Bank for Agriculture and Rural Development a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 with its head office at Bandra Kurla Complex, Bandra East, Mumbai 400051 having its Regional Office at 03, Nehru Place, Tonk Road, Jaipur -302015, herein after referred to as "NABARD" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assignees) of the ONE PART and (this will undergo change when the party is partnership firm or Company) Shri \_\_\_\_\_ son of \_\_\_\_\_ aged presently residing at \_\_\_\_\_ and carrying on similar work under the name and style of M/s \_\_\_\_\_ and having their place of business at \_\_\_\_\_ hereinafter referred to as 'the party' (which expression shall unless repugnant to the context or meaning be deemed to include the legal heirs, legal representatives, administrators and executors ) of the OTHER PART.

WHEREAS the National Bank is desirous of outsourcing the work of **ANNUAL RATE CONTRACT FOR catering services at Officers Lounge / Canteen located at NABARD Rajasthan Regional Office, 03, Nehru Place, Tonk Road, Jaipur -302015** (hereinafter referred to as the said premises).

AND WHEREAS the party has offered to undertake the work as per the scope of work and details indicated in the special instructions.

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

NABARD hereby awards the work of **ANNUAL RATE CONTRACT catering services at Officers Lounge / Canteen located at NABARD Rajasthan Regional Office, 03, Nehru Place, Tonk Road, Jaipur -302015** from **01.04.2022 to 31.03.2025**. If the work rendered by the party is satisfactory then the bank may at its own discretion extend the contract for a period of one year or more on the same terms and conditions.

**1 .Rates**

1.1 The contract will be for a period of three (03) years (w.e.f. 01 April 2022 to 31 March 2025). However, the contract shall be reviewed after the end of first three months and based on the satisfactory performance during this period, the contract shall be continued for the complete year at the same rate and Terms and Conditions. Thereafter, at the end of every year the performance of the vendor shall be reviewed and the contract shall be renewed each year only after satisfactory performance of the vendor. Any decision taken by NABARD, Jaipur in this regard shall be final, conclusive and binding on the Contractor.



1.2 There will not be any upward revision in the rates during the contract period. NABARD will provide water and electricity for running of the catering services. **Bills shall be paid monthly on electronic basis.**

## 2 Venue :

The Catering service shall be provided normally in the Officers' Lounge and in the Staff Canteen at 4th<sup>t</sup> floor of the Office building at **03, Nehru Place, Tonk Road, Jaipur - 302015** or at any other place as approved by NABARD within Bank's premises. The building has been provided with pantry and dining halls.

## 3 Notice for Termination of Contract :

The contract can be terminated by the Vendor / Service Provider by giving three months' notice while NABARD can terminate the contract by giving one months' notice

5. The compensation shall be payable to the party by NABARD within 02 weeks from the date of receipt of the bill for the month for which services have been rendered to the satisfaction of the Bank.

6. (a) The party shall comply with the municipal and other laws, obtain license, permission as required under the contract labour laws and cover all the employees under his charge with all statutory requirements like minimum wages, PF, ESIC, Bonus etc. The party shall indemnify and keep indemnified the Bank against any lapse on the party's part in complying with these conditions or any other statutory requirements.

(b) The quality of maintenance work shall be of good standard subject to the satisfaction of the Chief General Manager of the Bank

(c) The party shall keep, at a conspicuous place in the said premises a complaint/ suggestion register in which complaints and suggestions, if any, could be recorded by the concerned and the complaint/suggestion register shall be open to inspection by the Chief General Manager or any other officers of the Bank so deputed by him. The party shall put up the complaint register once in a week on Monday morning and if Monday were to be a public holiday or by any other reasons the National Bank remain closed on any Monday the same shall be submitted on the next working day immediately following that day.

The Chief General Manager will take such action in respect of each complaint or suggestions as the case may be and the party shall be obliged to take remedial / rectification measures as instructed by the Chief General Manager.

(d) The party shall ensure that no loss or damage is caused by an act or default on his part or his employees and agents to the Bank`s furniture, fixture and fittings and other articles.

(e) This agreement shall stand automatically terminated in the event of insolvency, death or mental disorder of the party.

**(f) If the Chief General Manager so considers that situation so warrants then he shall be entitled to terminate this agreement without giving any prior notice and also without assigning any reason in writing and the party shall not be entitled to any compensation in the event of such termination. However, in normal course the agreement can be terminated by the party by giving three months` notice and by the Bank by giving one month`s notice.**

(g) On the expiry or earlier termination of this agreement the party shall remove himself and his employees/servants and agents from the premises and all articles belonging to him, or to his employees or agent.

(h) If any dispute arises on any matter concerning this agreement, then the decision of NABARD shall be final and binding in respect of such dispute.

(i) The reference to the Chief General Manager in this agreement and the schedules hereto annexed shall mean the Chief General Manager holding charge of 03, Nehru Place, Tonk Road, Jaipur -302015 and shall include, in respect of any powers exercisable by him or NABARD under this agreement any officers of the Bank designated by him in that behalf from time to time.

(j) This agreement shall be executed in duplicate. The Bank shall retain the original and party the duplicate. Stamp duty on original and duplicate shall be borne by the party.

IN WITNESS WHEREOF the National Bank has set its hands to these presents and a duplicate hereof through its authorized official and the party has set his hands to these presents and the duplicate on the day/month and year first hereinabove written.

Signed and delivered by the  
Within named National Bank

By the hand of its authorized official

(Name and Designation)

In the presence of

(i) \_\_\_\_\_

(ii) \_\_\_\_\_

Signed and Delivered by Shri

In the presence of

(i) \_\_\_\_\_

(ii) \_\_\_\_\_

## **Schedule "A"**

### **Terms & Conditions**

1. In the said conditions hereinbefore mentioned, the officer in charge of NABARD Rajasthan Regional Office i.e. the Chief General Manager shall act on behalf of the Bank.
2. The said Conditions and appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively contained in the said Conditions.
3. The agreement and documents mentioned herein shall form the basis of this Contract.
4. This Contract is for Annual Rate Contract for Lounge / Canteen **located at NABARD Rajasthan Regional Office, 03, Nehru Place, Tonk Road, Jaipur - 302015.**
5. The party shall make good any damages to the property, during and after the completion of the Contract.
6. All payments by the Bank under this contract will be made only at Jaipur and by electronic mode.
7. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Jaipur and Courts in Jaipur only shall have jurisdiction to determine the same.
8. That the several parts of this contract have been read by the party and fully understood by him.

### **Note**

The Service Tax, TDS and other Govt. Taxes and duties will be deducted as per applicable rules.

In the event of any difference or dispute in connection with the agreement over the right of obligations of the parties, the matter shall be settled by arbitration in accordance with Indian Arbitration Act 1940, and any statutory modifications or re-enactment thereof to the act in jurisdiction of Jaipur court.



## Price Bid

**Rate Quoted for the Annual Rate Contract for Lounge / Canteen at NABARD, Jaipur located at NABARD, Rajasthan Regional Office, 03, Nehru Place, Tonk Road, Jaipur -302015 as per the details indicated in the scope of work and the special instructions is**

Location		Particulars
NABARD, Rajasthan Regional Office, 03, Nehru Place, Tonk Road, Jaipur -302015		Tea / coffee / green tea, per cup of 150 ml, rate fixed  @ Rs. -----  (upper ceiling of Rs. 15/-)

**\*The above rates quoted shall be inclusive of all taxes.**

- Tea / coffee / green tea will have to be supplied twice a day to all the Staff Members, as per attendance, and to the guests, if any.
- Lunch and Tea/High Tea will have to be supplied for meetings, guests, if any, conducted in the Office, as when required.
- The Contract will be awarded based on the quotation received for supply of Tea / Coffee / Green Tea only.

**Signature:**

**Of the person authorized to make the quote**

**Name of the person authorized to make the quote:**

**Company Stamp or Seal:**