



**NOTICE INVITING TENDER FOR  
Catering Services at BIRD, NABARD, Kolkata  
01 July 2024 to 30 June 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	07-05-2024
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	17-05-2024 ( <b><i>Pre-bid meeting is mandatory, any bidder not attending the same, their bid will be summarily rejected</i></b> )
Last date for submission of Bids	28-05-2024
Date and time for opening of Bids	28-05-2024 (or later as convenient to BIRD, Kolkata)

## Notice Inviting Tender

### निविदा आमंत्रण सूचना

1. National Bank for Agriculture and Rural Development (NABARD), intends to invite tender for **Catering Services** at its Training Establishment, BANKERS INSTITUTE OF RURAL DEVELOPMENT, ABHILASHA-I, 6, ROYD STREET, KOLKATA – 700 016 for period 01 July 2024 to 30 June 2025 (one year) and renewal for one/two years based on satisfactory performance and solely at the discretion of NABARD.

राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबाई) के प्रशिक्षण संस्थान, बैंकर्स इंस्टीट्यूट ऑफ रूरल डेवलपमेंट, अभिलाषा-I, 6, रॉयड स्ट्रीट, कोलकाता - 700 016 में 1 जुलाई 2024 से 30 जून 2025 की अवधि और संतोषजनक प्रदर्शन के आधार पर एक/दो साल के लिए नवीनीकरण और पूरी तरह से नाबाई के विवेक पर खानपान सेवाएं के लिए निविदा आमंत्रित करता है।

2. For this, a single packet 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 एकल-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 नाबाई 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 नाबाई 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 नाबाई 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 नाबाई 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 17-05-2024.

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 (17-05-2024) 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 the 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 account of NABARD are furnished below: -

नाबार्ड के 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 adjustment of Retention Money Deposit (RMD) in invoice or receipt of Security Deposit/Performance Bank Guarantee. The RMD will be 5% of the contract value of tender. No interest is payable on EMD/RMD. The EMD shall be forfeited if a Bidder withdraws his offer during the period of validity of the bid. The RMD shall be forfeited if the successful bidder breaches the contract/terms and conditions of this tender. 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 बिल में रिटेंशन मनी डिपॉजिट (आरएमडी) के समायोजन या सुरक्षा जमा/निष्पादन बैंक गारंटी की प्राप्ति के बाद वापस कर दिया जाएगा। आरएमडी निविदा के अनुबंध मूल्य का 5% होगा। ईएमडी/आरएमडी 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। यदि सफल बोलीदाता इस निविदा के अनुबंध/नियम और शर्तों का उल्लंघन करता है तो आरएमडी जब्त कर लिया जाएगा। उपरोक्त मामलों में बर्ड का निर्णय अंतिम होगा।

9. The Performance Bank Guarantee / Security Deposit / Retention Money Deposit from any nationalised commercial bank, shall be 5% 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.

परफॉरमेंस बैंक गारंटी / सिक्योरिटी डिपॉजिट / प्रतिधारण धन जमा, निविदा के स्वीकृत मूल्य का 5% 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, 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.

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।

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 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।

13. 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।

14. A Pre-bid Meeting shall be held on 17-05-2024 at 1500 hours in the Conference Hall of BIRD, Kolkata office at Royd Street premises. **The pre-bid meeting is mandatory for all the intending bidders to attend and any bidder not attending the same, their bid to be summarily rejected.** The Bidders should inspect the site and other conditions up to their satisfaction before tendering. The owner/representative attending the meeting should carry the Letter of Authorization from their organization as per format hereinafter. Any 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 17-05-2024 को 15:00 बजे रॉयड स्ट्रीट में बर्ड, कोलकाता कार्यालय परिसर के कॉन्फ्रेंस हॉल में एक प्री-बिड मीटिंग आयोजित की जाएगी। सभी इच्छुक बोलीदाताओं के लिए बोली-पूर्व बैठक में भाग लेना अनिवार्य है और जो भी बोलीदाता इसमें भाग नहीं लेगा, उसकी बोली सरसरी तौर पर खारिज कर दी जाएगी। सभी बोलीदाताओं को आपके संदेह / प्रश्नों, यदि कोई हो, के स्पष्टीकरण के लिए साइट पर जाने के बाद बैठक में भाग लेने के लिए आमंत्रित किया जाता है। बोलीदाता को निविदा से पहले अपनी संतुष्टि तक साइट और अन्य स्थितियों का निरीक्षण करना चाहिए। 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 प्रतिक्रिया या संचार को सख्ती से अमान्य माना जाएगा जब तक कि नाबाई द्वारा न बुलाया जाए।

15. 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 स्टाम्प 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।

16. 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

17. 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।

18. 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 दस्तावेज़ पर मूल्यांकन के लिए विचार किया जाएगा और केवल उनकी मूल्य बोलियां खोली जाएंगी।

19. 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।

20. NABARD reserves the right to change/modify/amend 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.

नाबार्ड निविदा दस्तावेज़ के किसी भी या सभी प्रावधानों को बदलने/संशोधित करने का अधिकार सुरक्षित रखता है। ऐसा संशोधन/संशोधन या शुद्धिपत्र/परिशिष्ट, यदि कोई हो, केवल नाबार्ड की वेबसाइट और जेम पोर्टल पर उपलब्ध कराया जाएगा।

21. 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 BIRD, etc. during office hours and outside office hours or holidays, if so required by BIRD Kolkata.
  - ii) Providing special catering services within the office premises/campus/any other local premises of BIRD Kolkata on special occasions as required by BIRD Kolkata.
  - iii) Providing water from water purifier 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 BIRD Kolkata 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 BIRD Kolkata.
- 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 BIRD Kolkata in procuring any registration, permissions, or approvals, which may be statutorily required to be obtained by BIRD Kolkata for availing the services. The contractor shall obtain appropriate 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. BIRD Kolkata 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 the preparation, at their cost, as per the requirement as approved by NABARD, and prepare in NABARD'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 NABARD.
  - xi) For the purpose of executing the Work 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 the 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 BIRD Kolkata 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 the 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, BIRD Kolkata 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 NABARD and meet officials for clarifications and to receive instructions.
- xvi) 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.

## **2. Rights of Lounge Committee of BIRD**

- i) It shall be open to the Lounge Committee formed by BIRD Kolkata to inspect the Lounge/Canteen/Dining, kitchen, etc. at any time.
- ii) The Lounge Committee or authorised official/s of BIRD Kolkata shall have the authority to carry out tests and checks at their convenience, the raw materials, ingredients used for cooking, cooking arrangements and the 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 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) 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 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 will rate the food after tasting it on the random basis 2-3 times a month. The Lounge Committee will also rate the upkeep and maintenance of Canteen, Kitchen, etc. If the Lounge Committee unanimously rates the food and/or upkeep and maintenance of kitchen, canteen, lounge etc. below “Very Good” for more than three instances, a penalty of maximum 2% in the bills of programmes will be levied. The penalty as decided by BIRD 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, BIRD shall be entitled to recover the penalty amount from the payments in respect of subsequent bills.
- vi) Preparation of the 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 maybe), 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 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) 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. Raw materials are to be procured by the contractor and contractor should ensure procured items are of best quality. NABARD 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 the 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 the 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 the 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. He/She 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 etc.**

Crockery, 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 the 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. BIRD Kolkata reserves the right/option 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. BIRD Kolkata reserves the right/option 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 the 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, BIRD Kolkata 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) NABARD reserve the right to change the above timings as and when required. The contractor will have to ensure that the timings changed by NABARD are adhered to.

#### **17. Participants not availing of services during a programme**

In case of any field visit to be organised 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 one day before the field visit.

#### **18. Sick Participants/Participants observing religious fasts:**

If a participant falls ill or is indisposed, he/she shall be provided with special diet up to the cost of the normal vegetarian menu, so long as needed. The same shall 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**

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. NABARD 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 BIRD Kolkata 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.

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(Seal & Signature of Bidder)

Date

Place

## **SAFETY CONDITIONS OF THE CONTRACT**

As part of the contract, the contractor must satisfy the under-mentioned safety requirements and must ensure at all times 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 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.
3. 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.
4. 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.
5. Contractor shall extend necessary help to other Contractors engaged by NABARD under separate contract for their respective work.
6. Contractor shall vouch 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.
7. The contractor shall remove from work any worker who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of NABARD.
8. 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 their organization, experience, technical personnel in their organization, competence and adequate evidence of their financial standing, etc. in the enclosed form which will be kept confidential.
2. While deciding upon the selection of contractors, great emphasis will be given on the 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.
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 regard 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.

<b>SN</b>	<b>Certificates/Documents</b>	<b>Submitted (Yes/No)</b>
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 Authorisation / Registered Power of Attorney	
3	Licenses, registration of GST, ESI, EPF, Shop & Establishment Act, catering services, labour license, etc.	
4	PAN card with CA certified ITR certificate for the last 3 years, i.e. 2021 to 2023	
5	PAN card of Authorised Signatory	
6	Professional Tax Registration if required	
7	The firm should be a profit-making entity during 2021 to 2023 for the past 3 years. Audited A/c statement- Balance Sheet and P/L A/c for the years 2021 to 2023 shall be submitted	
8	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	
9	The firm should have Registered Office in Kolkata, Howrah, South 24 Parganas, North 24 Parganas	
10	Quality related marks (ISO Certification): ISO (5-10 Years); SA 8000:2014; ISO 45001-2018; OHSAS 18001; others	
11	Appropriate 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	
12	The annual turnover of the bidder during 2021 to 2023 should be at least 50% of the estimated cost of tender	
13	The agency should have minimum 7 (seven) years of experience ending on 31/3/2023 towards providing catering services of Central or State Govt/ PSU/Bank/Autonomous body, 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.	

7. Bidders must submit the 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.
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. Supporting documents in this regard should be provided as a part of the Technical offer.
12. 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 BIRD, Kolkata will summarily reject the Tender form without any intimation or assigning any reason.
13. Work experience documents (to be uploaded on GeM portal):

The contractors should have **experience of similar works** during the **last 03 years** (ending 31.03.2023), 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 (2021-23) not less than **₹8.00 lakh OR**
  - b. Should have carried out **minimum 2 similar works** with Govt./PSUs during last 3 years (2021-23) not less than **₹5.00 lakh OR**
  - c. Should have carried out **minimum 3 similar works** with Govt./PSUs during last 3 years (2021-23) not less than **₹4.00 lakh**
14. The tenderers should have average Annual Turnover of minimum **₹5.00 lakh** each year during the last three years (2020-21, 2021-22 and 2022-23) ending **31 March** supported by audited financial statements, viz. balance sheet & profit and loss accounts and a registered Chartered Accountant certified statement of accounts.
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. 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.
19. **Licenses:** Copies of valid Licenses/Registrations for related trades as applicable, PAN, GST Registration, Food license, Labour Laws, Shop & Establishment Act, etc. under the prevailing laws are mandatory.
20. The bidders should have Local/Branch office situated at Kolkata, Howrah, South 24 Parganas, North 24 Parganas. Complete address proof in the form of current Bank Statement, Electricity//Phone/other bills along with phone numbers must be provided by the bidders.
21. The Bidders are requested to submit CA certified IT returns and audited financial statements consisting of Balance Sheet and P&L account of last three consecutive financial years, i.e., 2020-21, 2021-22 and 2022-23.
22. 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.
23. 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.
24. Applications containing false or inadequate information are liable for rejection and the Bank reserves the right to blacklist those agencies.
25. The firms which do not fulfil prequalification criteria shall not be considered for selection and award of work.
26. 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](mailto:bird.kolkata@nabard.org).
27. 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.

## 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.	<b>Legal Structure</b>			The bidder must enclose the incorporation certificate.
(i)	Private/Public Ltd	10		
(ii)	Partnership	7		
(iii)	Proprietorship	5		
2.	<b>Years of Registration</b>			The bidder must enclose the registration certificate
(i)	More than 15 years	10		
(ii)	Less than 15 but more than 10 years	7		
(iii)	Less than 10 but more than 07 years	5		
(iv)	Less than 07 but more than 03 years	2		
3.	<b>Work Experience in Catering Services</b>			The bidder must enclose the work order to establish the length of the experience
(i)	More than 15 years	10		
(ii)	Less than 15 but more than 10 years	7		
(iii)	Less than 10 but more than 07 years	5		
(iv)	Less than 07 but more than 03 years	2		
4.	<b>Working experience with PSBs/GoI/State Govt./RBI/PSUs/SBI</b>			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 3 (i), (ii) & (iii)	2		
5.	<b>Registered office</b>			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		
(ii)	Registered office in state of West Bengal	5		
(iii)	Registered office outside West Bengal	2		
6.	<b>Number of work orders for similar works in last 3 years</b>			The bidder must enclose the relevant work order for providing catering services in this regard
(i)	Should have carried out <b>minimum 1 similar work</b> with Govt/PSUs during last 3 years (ending 31.03.2023) not less than Rs.8.00 lakh	10		
(ii)	Should have carried out <b>minimum 2 similar works</b> with Govt/PSUs during last 3 years (ending 31.03.2023) not less than Rs.5.00 lakh	7		
(iii)	Should have carried out <b>minimum 3 similar works</b> with Govt/PSUs during last 3 years (ending 31.03.2023) not less than Rs.4.00 lakh	5		
7.	<b>Submission of All Documents/ Application in Prescribed format of tender documents</b>			
(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		

No.	Particulars	Marks		Remarks
		Max.	Score	
8.	<b>Submission of EMD, if any, and Integrity Pact</b>			
(i)	Submitted the mandatory Pre-Contract Integrity PACT and EMD at the time of bidding	10		
(ii)	Submitted the mandatory Pre-Contract Integrity PACT and EMD under Clarification	5		
9.	<b>CA Certified Annual Turnover for last three years</b>			
(i)	Average CA Certified Turnover of last three years at least Rs.50 lakh	10		The bidder must enclose turnover certificates for the years 20-21, 21-22 & 22-23
(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	2		
10.	<b>Submitted credentials/merits in addition to mandatory documents</b>			
(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)	KMC 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		
	<b>TOTAL</b>	<b>100</b>		

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. 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 BIRD Kolkata for the 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.
3. 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.
4. The technical & financial specifications of all the works/goods/services should comply with but not limited to the minimum criteria given under the relevant section of this tender, if any. NABARD reserves the right to accept or reject any tender based on deviations (as per the discretion of NABARD), if any, from the technical specifications.
5. 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, if any.
6. 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 BIRD Kolkata being on principal-to-principal basis, the bidder shall not hold himself/herself as an agent of BIRD Kolkata.
7. The Contractor shall not use BIRD's address on his 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.
8. The Service Conditions in SLA as per GeM shall be applicable strictly including menu, catalogue, deliverables, penalties, etc. However, ATC shall prevail over SLA and GeM GTC as per govt. guidelines.
9. **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) 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 any tenderer/prospective bidder breaches the contract/terms and conditions of this tender.
- c. The successful bidder/vendor shall execute an agreement with BIRD in accordance with the standard format enclosed **within 15 days** from the date of acceptance of the offer failing which the bidder's/vendor's EMD may stand forfeited.

- d. The EMD shall be forfeited in case the Bidder/Vendor fails to comply with any of the conditions of the Contract / Tender Document or if he withdraws his tender at any point of time before award of the work, in which case, he will also, not be allowed to participate in the event of any re-tender.
- 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. Tender without EMD shall be rejected.

**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 adjustment of Retention Money Deposit in invoice or receipt of Security Deposit/PBG. No interest shall be paid on this deposit.

#### 10. **Indemnity**

The Bidder shall indemnify NABARD against any loss or damage to NABARD's premises or property, NABARD's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. **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.**

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 or its agents in the 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.

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.

The Contractor shall at all times indemnify BIRD Kolkata 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.

#### 11. **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 NABARD for any assistance whatsoever for such procurement.

#### 12. **Terms of Payment**

- i) Payment will be made by NABARD 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 NABARD the work done by the contractor is not satisfactory, NABARD 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, 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.

### **13. Confidentiality**

The Bidder shall ensure that complete confidentiality is maintained by them and all its personnel, with regard to all information relating to NABARD. Unless required under law, the Bidder assures NABARD that neither the Bidder nor any of its personnel 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 NABARD.

The details of the proposed service shall be treated as confidential information between NABARD and Bidder. Any such information shall not be passed on in part or in full to any third party without NABARD's prior written approval.

### **14. Dispute Resolution / Arbitration**

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 will be binding on the Contractor.

All settlement of claim, difference, dispute or controversy and questions whatsoever, arising between NABARD and the Contractor out of or in connection to the construction, meaning and operation or effect of this bid and subsequent Agreement 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 NABARD and the Bidder.

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, NABARD shall send to the Bidder a panel of three names of persons who shall be presently unconnected with NABARD 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 NABARD within 15 days of receipt of the names. NABARD 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 NABARD accordingly, NABARD 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 NABARD from the above list of persons.

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.

Work under the contract shall be continued by the Bidder during the arbitration Proceedings unless otherwise directed in writing by NABARD, 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 NABARD to the Bidder 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.

#### **15. Force Majeure**

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.

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, 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.

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.

Notwithstanding the above, the decision of NABARD shall be final and binding on the Bidder.

#### **16. Evaluation Process**

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.

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 NABARD 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 NABARD and the selected Bidder. NABARD reserves the right to reject any or all proposals fully or partially. Similarly, NABARD reserves the right to include or not to include any Bidder in the final shortlist.

NABARD 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. NABARD 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, NABARD hereby reserves

the right to annul the Tender process at any time prior to the contract award without incurring any liability towards the bidders.

The bidder will submit a certificate as per format, on the letterhead and duly signed by Authorized signatory. This certificate will also form part of the Technical Offer.

#### **17. Pre-Contract Integrity Pact**

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.**

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.

#### **18. 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 NABARD. 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 NABARD 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 remove 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 BIRD Kolkata to the workmen of the Contractor. However, one or two workmen of the Contractor will be allowed to stay in the kitchen premises to attend to early 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 tenderer. 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.
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 maintained by 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 BIRD Kolkata. **No reimbursement shall be done by the bank.** In case the standards befitting NABARD requirement are not maintained by the contractor, BIRD Kolkata 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 the consumables / materials, labour, conveyance, etc. required for execution of the work covered by this contract to the entire satisfaction of NABARD.
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.

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 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 the staffs provided by it 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 BIRD Kolkata 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 of NABARD/BIRD Kolkata 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. Successful vendor 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 holidays 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 BIRD Kolkata and they shall not raise any industrial dispute, either directly and/or indirectly, with or against BIRD Kolkata 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 BIRD Kolkata 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 National Bank in any manner and they shall not be eligible for any benefits like subsidized food etc. which the National Bank provides to its employees. The obligation, if any, for these benefits shall be the sole responsibility and rests entirely with the contractor.
30. BIRD Kolkata shall not be under any obligation for providing employment to any of the worker of the Contractor after the expiry of the contractor. It is clearly understood that the Contractor's

workers shall not have any employee-employer or master-servant relationship with BIRD Kolkata.

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 BIRD Kolkata. The persons being deployed shall ordinarily be continued and should not be changed without intimation and consultation with BIRD Kolkata.

#### **19. 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 NABARD.

#### **20. Subcontracting**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of NABARD for all sub-contractors. The approval of NABARD 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.

#### **21. Insurance and Liability**

NABARD 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.

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.

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.

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.

#### **22. Termination**

NABARD 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 NABARD to the Contractor except for the services satisfactorily provided to NABARD in accordance with the requirements of the Contractor.

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, NABARD 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 NABARD of the occurrence of any of the above events.

#### **23. 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.

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.

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.

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.

The contract can be terminated, inter alia, on the following grounds: -

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

#### **24. 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.

#### **25. Exit**

For 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, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period.

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, NABARD shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and NABARD 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**

Throughout the execution of the work, the Contractor shall comply with the requirements of all applicable laws and regulations, bye laws 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.

The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. The Contractor shall assist NABARD fully in respect of any liaison with the Municipal/Police or any other authority for necessary approval / permission with regard to the canteen work.

All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules.

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 the Rules and Orders issued thereunder 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 Employer 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, NABARD 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 Employer 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 NABARD 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 NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. 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.
- iv. The manpower deployed by the contractor for discharging the contractual obligations under the contract shall be the employees of the contractor. NABARD shall in no way be connected with such manpower and they shall have no claim whatever against NABARD.
- 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 NABARD. NABARD 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. NABARD 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**

NABARD will not be under any liability to pay any compensation to the 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 his employees at his cost and should be responsible for the safety of persons employed by him. The Contractor shall be fully responsible and shall compensate NABARD 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 BIRD's rights**

Any omission on the part of BIRD Kolkata 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 BIRD Kolkata of its rights and in no way impair or affect the validity of the terms and the privilege of BIRD Kolkata 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 BIRD Kolkata 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 shall be applicable. The decision of BIRD Kolkata 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 NABARD**

- 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 NABARD on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients. The contractor shall fully compensate NABARD for such damage/loss. The decision of NABARD 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 NABARD or any of its clients in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary, without any notice. BIRD Kolkata reserves the right to reject any particular workmen/staff employed by the Contractor under the contract with BIRD Kolkata, without assigning any reason thereof.
- iv. In the event of any damage being caused to the movable or immovable property of BIRD Kolkata or its clients or to the property of the employees of BIRD Kolkata, BIRD Kolkata 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 BIRD Kolkata 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, BIRD Kolkata 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 BIRD Kolkata 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 BIRD Kolkata, 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, NABARD 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/RFP 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 NABARD 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/RFP is to provide the bidders with information to assist the formulation of their bids/ proposals. This Tender/RFP 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/RFP and, wherever necessary, may obtain independent advice.
- 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 CA will satisfy itself that all the 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.

Signature of Authorised Signatory with Stamp

Date

Place



## **Tender Application**

(Letter to NABARD 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 the NIT and Tender Enquiry by BIRD, Kolkata, 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 BIRD, Kolkata in the event that we qualify the technical bid and in accordance in 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. 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 the terms and provisions of the said Conditions of 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 the BIRD, 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 should be attached)

**Letter of Authorization**

(Letter to NABARD 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 company) have submitted our bid for participating in BIRD's Tender 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 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

(To be stamped on Rs.100/- stamp paper)

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 body corporate 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 are hereinafter for brevity's sake referred to as 'the said services', subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

I/We, \_\_\_\_\_ hereby declare and certify that I/we am/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 Rights Act, 1957 or any other Act for the time being in force.

I/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 said article/service/solution/system 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 all costs and other expenses that they may 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/system.

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

1. Witness

2. Witness

**Undertaking for Non-Blacklisting / Non-Debarment of the Bidder/vendor**

(Letter to NABARD 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 the 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. 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.

## Organizational / Financial Profile of the Bidder

1. Constitution Proprietary/Partnership/Private Ltd. /Public Ltd. (*Tick one*)

2. Established since \_\_\_\_\_

3. Address for Communication \_\_\_\_\_

4. Others (please specify) \_\_\_\_\_

5. Name(s) of Name Proprietor(s) / Partner(s) / Directors

6. Business Figures for 3 years (copies of supporting documents to be enclosed)

<b>Year</b>	<b>Sales turnover (Rs. Lakh)</b>	<b>Net Profit (Rs. Lakh)</b>
2022-23		
2021-22		
2020-21		

7. CGST No.

8. PAN No.

9. Banker's Details (Please enclose Cancelled Cheque):

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the account holder (as appearing in the Bank account)	
2	Account Number	
3	IFSC Code	
4	Type of account (Current / Savings)	
5	Name of the Branch	
6	Name of the Bank	
7	PAN Number	

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
8	GST Identification Number	
9	Mobile No.	
10	Email ID	

10. Authorization / License Details:

11. Details of the Payment attached:

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

18. Authorization / License Details:

12. IT Returns for last 3 years as on 31.03.2023 (copies to be submitted)

Signature of Bidder

Name:

Note: Please enclose copies of relevant documents/cancelled cheque/work orders in support of all the details along with audited P&L A/c, Balance Sheet, etc. for the last three years. Documents supporting Financial Statement (like Copies of published Annual Reports / audited financial statements etc.) should necessarily be supplied along with Technical Offer.

## 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 Competent Authority**

**Seal**

**Date**

**Place**

## **Pre-Contract Integrity Pact**

**(On non-judicial stamp paper of Rs.200/-)**

### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of \_\_\_\_\_ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by the Joint Director, Bankers Institute of Rural Development (BIRD), Kolkata (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer/Proprietor/Partner/Director (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure Catering Services at BIRD, Kolkata and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/proprietor/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a body corporate established under NABARD Act, 1981 having its Training Establishment at Abhilasha-I, 6, Royd Street, Kolkata 700016.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the



BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during a pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and Section 2 of Companies Act 2013.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression:**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Performance Bank Guarantee**

5.1 The successful Bidder shall, at his own expense, deposit with the **Joint Director, Bankers Institute of Rural Development, Kolkata** within 15 days of the date of the notice of award of the tender, a Performance Bank Guarantee from a schedule commercial bank, payable on demand for an amount equivalent to **5%** of the total order value in lieu of Retention Money Deposit for the due performance and fulfillment of the warranty/contract by the Bidder.

5.2 The Performance Bank Guarantee shall be denominated in INDIAN RUPEES only.

5.3 Without prejudice to the other rights of NABARD under the contract in the matter, the proceeds of the performance bank guarantee shall be payable to NABARD as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. NABARD shall notify the Bidder in writing of the invocation of the right to receive such compensation indicating the contractual obligation(s) for which the Bidder is in default.

5.4 The Performance Bank Guarantee will be discharged only after a period of 60 days after the expiry of the contract period or after expiry of renewal/extension period subject to due performance of the obligations of the Bidder under the contract.

#### **6. Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Guarantee (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash Earnest Money Deposit and performance guarantee, if furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.
- vi. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of the Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

The BIDDER undertakes that it has not supplied/s nor supplying similar product/ systems/ services/ solutions or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and it is found at any stage that similar product/systems/services/solutions or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent Monitors**

8.1 The BUYER has appointed Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise submit proposals for correcting problematic situations.

**The IEM for this project would be: -**

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

A 'complaint format' to be used by the bidder/ vendor and the Bank for lodging complaint to the IEM is enclosed.

#### **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

#### **11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### **12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer

Chief Executive Officer

Designation

NABARD

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



## Articles of Agreement

(To be drafted/Printed on a Rs.200 Stamp Paper by the L1 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 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.

\_\_\_\_\_  
(Individual/Proprietorship/partnership firm/Company) incorporated/registered under \_\_\_\_\_ Act, \_\_\_\_\_ or R/o \_\_\_\_\_,

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 there under (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 the 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 the 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 the 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 1(one) Party has served a written notice on the other Party requesting the 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)

**SIGNED AND DELIVERED by the Vendor by the hand of Shri.**

In the presence of:

**Witness # 1**

Signature:

Name:

Address:

**Witness # 2**

Signature:

Name:

Address:

**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 € , 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 RFQ (Ref. No. \_\_\_\_\_ dated \_\_\_\_\_) and their agreement (hereinafter referred to as the “Contract”) and performance of the \_\_\_\_\_ (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) 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 date of expiry of Guarantee. i.e. 60 days after end of warranty/contract/renewal period).

- 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 the 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 the Bank is the purchaser's principal debtors in respect of all the claims of the purchaser against the contractor hereby Guaranteed by the Bank as aforesaid and the Bank hereby expressly waives all its rights of surety-ship 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 to the 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 may organize Meetings, Workshops, Seminars, etc. for an approximate strength of 40. 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. Indicative list of menus is given in the Technical Bid.
7. The rates quoted shall be in alignment with the prevailing market rates of a 3 star hotel/restaurant.
8. Price Bid shall be submitted along with the Cost Analysis.
9. 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 (Rs.)
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) <ul style="list-style-type: none"> <li>a. Onion/aloo/paneer/mixed pakoda – 75 gm.</li> <li>b. Aloo bonda – 2 nos.</li> <li>c. Veg cutlet – 2 nos.</li> <li>d. Veg samosa – 2 nos.</li> <li>e. Kachodi – 2 nos.</li> <li>f. Aloo tikki – 2 nos.</li> <li>g. Veg sandwich – 2 nos.</li> <li>h. Any other item as per Lounge Committee / BIRD</li> </ul>	

### 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	
	<b>Total</b>	
4	For Tea/Coffee : <ul style="list-style-type: none"> <li>a. Morning Tea (Tea, Coffee, Butter Milk with biscuits/cookies/nan khatai-2 nos.)</li> <li>b. Afternoon Tea (Tea, Coffee, Butter Milk with biscuits/cookies/nan khatai- 2 nos.)</li> </ul>	

### Tea & Snacks for Meetings

Sl.	Items	Quantity	Bid Price (Rs.)
1	Tea/Coffee/other Beverages	01 cup (150ml)	Rs.15 per cup (Ceiling Price)
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 (Rs.)	Deluxe	Bid Price (Rs.)
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 (Rs.)	Deluxe	Bid Price (Rs.)
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	
	<b>Bid Price per plate including labour</b>				

**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 brand approved from BIRD before using.
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:

**CORRIGENDUM-I**

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

With respect to the aforesaid tender for NIT for Catering Services at BIRD, Kolkata from 01 July 2024 to 30 June 2025, following clauses are added/amended-

**1. Relaxation of norms for Startups (whether MSEs or otherwise)-**

The condition of prior experience is relaxed for all startups (whether Micro and Small Enterprises or otherwise) subject to meeting of quality and technical specifications. The startups are also exempted from paying of EMD. However, there is no relaxation with regards to Annual Turnover criteria.

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-

- i. a valid certificate of recognition issued by DPIIT, Commerce Ministry.
- ii. The startup should be incorporated as a private limited company or registered as a partnership firm or a limited liability partnership.
- iii. Turnover should be less than INR 100 Crores in any of the previous financial years.
- iv. An entity shall be considered as a startup up to 10 years from the date of its incorporation.
- v. The startup should be working towards innovation/ improvement of existing products, services and processes and should have the potential to generate employment/ create wealth.

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.***

Existing Clause	Amended Clause
<b>Page 15, Point 13 of Pre-Qualification Criteria</b>	
<p>13. The agency should have minimum 7 (seven) years of experience ending on 31/3/2023 towards providing catering services of Central or State Govt/ PSU/Bank/Autonomous body, etc.</p> <p>a) three similar works valuing not less than 40% of the estimated cost; or</p> <p>b) two similar works valuing not less than 50% of the estimated cost; or</p> <p>c) one similar work valuing not less than 80% of the estimated cost.”</p>	<p>The agency should have minimum 7 (seven) years of experience ending on 31/3/2023, <b>(Startups with 01 years of experience and MSEs with 03 years of experience may also be allowed to participate in the bidding process</b> subject to their fulfilment of criteria as prescribed in the tender document/ ATC and by Government of India guidelines as issued from time to time) towards providing catering services of Central or State Govt/ PSU/Bank/Autonomous body, etc.</p> <p>a) three similar works valuing not less than 40% of the estimated cost; or</p>

	<p>b) <i>two similar works valuing not less than 50% of the estimated cost; or</i></p> <p>c) <i>one similar work valuing not less than 80% of the estimated cost.”</i></p>
<b>Page 3 Point 6 of Notice Inviting Tender</b>	
<p>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 the 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.</p>	<p>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 the acknowledgement crediting our Account shall be given along with tender document failing which the tender will not be considered for acceptance. <b><i>Those bidders who are exempted from deposit of EMD as per GoI guidelines such as Start-ups and Micro and Small Enterprises (MSEs) need not deposit EMD, but they shall upload the certificate validating their exemption without which their bids will not be entertained.</i></b></p>

Rest all the terms and conditions and specifications of the original tender document/ ATC shall remain unchanged.

Bidders shall sign and stamp this corrigendum and submit along with the tender document indicating that they have read and understood the corrigendum.

End of Document.