



**Bankers Institute of Rural Development (BIRD)**  
**An Institution promoted by BIRD**  
**Sector-H, LDA Colony Kanpur Road,**  
**Lucknow-226 012**



**Tender for Catering Services and pantry services at hostel canteen for trainees (Commercial Banks/RRBs/Co-operative Banks)/ senior official of government (Central/State) at Bankers Institute of Rural Development, Lucknow**

Name of the Tenderer:

Address of the tenderer:

**Important dates and information**

Date of issue of Tender	27 <sup>th</sup> March 2025
Pre Bid Meeting	04 <sup>th</sup> April 2025 11:00 hours
Time and last date for submission of Tender	16 <sup>th</sup> April 2025, 15:00 hours
Earnest Money Deposit (EMD)	Rs 2,00,000/-
Time and date of opening of Technical bids	16 <sup>th</sup> April 2025, 15:30 hours
Time and date of opening of Financial / Price Bids	Will be communicated to technically qualified vendors.

**This Tender consists of 71 pages.**

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## NOTICE INVITING TENDER

Ref No. BIRD.LKO/1375 /DPSP-CATERING TENDER / 2024-25  
26 March 2025

Dear Sir

**Tender for Catering Services and pantry services at hostel canteen for trainees (Commercial Banks/RRBs/Co-operative Banks/ senior official of government (Central/State) at Bankers Institute of Rural Development, Lucknow**

1. Sealed tenders are invited from reputed and established Contractors for providing Catering Services at the Bankers Institute of Rural Development (BIRD), Sector-H, LDA Colony, Kanpur Road, Lucknow – 226012. The contract will initially be for a period of one year with an estimated cost of Rs. 100.00 Lakh.
2. The Tender documents can be downloaded from our website <https://birdlucknow.BIRD.org/tender-and-adv/>
3. The Tender comprises of (i) Part A – **Technical Bid** and (ii) Part B – **Commercial Bid**.
4. Sealed tenders addressed to The Director, Bankers Institute of Rural Development, Sector- H, LDA Colony, Kanpur Road, Lucknow-226012 shall be submitted in two parts, not later than 03:30 pm on 16<sup>th</sup> April 2025.
5. The tenders shall be submitted along with the following documents for qualifying in the bidding process:
  - (i) Part A of the Tender shall be submitted in a sealed envelope super-scribed “Technical Bid – Tender for Catering Services and pantry services at hostel canteen for trainees (Commercial Banks/RRBs/Co-operative Banks)/ senior official of government (Central/State) at Bankers Institute of Rural Development” with the documents listed below:
    - a) Forwarding letter (as per the pro-forma given in Annexure I) on the letterhead of the bidder.
    - b) e-payment receipt towards the EMD of Rs. 2,00,000/- (Rupees Two lakh Only) by way of only online mode/ fund transfer through NEFT etc. to BIRD’s Current Account Number-921020044058630 maintained with Axis Bank, MG Marg, Lucknow-226001 (IFSC Code-UTIB0000053). Tender without EMD shall be rejected. Documentary evidence of deposit in the form of UTR / Receipt Voucher is to be enclosed along with the duly filled, signed & complete tender document in all respects. No interest is payable on EMD.



- c) Part A of the Tender document (Technical Bid) duly filled in and signed by the bidder on each page with seal. Integrity Pact duly signed on stamp paper of given value.
  - d) Other supporting documents mentioned in Technical Bid duly signed along with seal.
6. Part B of the Tender, duly filled in and signed by the bidder, shall be submitted in a sealed envelope super-scribed "Commercial Bid – Tender for Catering Services and pantry services at hostel canteen for trainees (Commercial Banks/RRBs/Co-operative Banks)/ senior official of government (Central/State) at Bankers Institute of Rural Development".
  7. Both the envelopes (Technical Bid & Commercial Bid) shall be submitted by the bidder in a single sealed envelope super-scribed "Tender for Catering Services and pantry services at hostel canteen for trainees (Commercial Banks/RRBs/Co-operative Banks)/ senior official of government (Central/State) at Bankers Institute of Rural Development".
  8. Sealed tender application shall be deposited in the 'Tender Box' kept in the Administrative Block, Bankers Institute of Rural Development, Lucknow, within the stipulated time/date. No tender shall be received after 03.30 PM on 16<sup>th</sup> April 2025 under any circumstances, by hand delivery/deposit in the tender box. Tender received by post after 03.30 PM on 16<sup>th</sup> April 2025 shall not be considered.
  9. Full name, postal address, email address and telephone number of the bidder shall be written on the bottom left hand corner of the sealed covers.
  10. Before submitting the tender, the tenderers may go through the terms and conditions specified herein, on which the work would be awarded by the BIRD and required to be executed by the successful tenderer. The Tenderers may satisfy themselves as to the eligibility and other criteria prescribed therein. No queries or requests for clarifications shall be entertained in this regard. It may also be noted that the terms and conditions specified herein are indicative in nature and the same shall not restrain the BIRD from imposing or requiring the Tenderer to agree upon such further or other terms and conditions, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this Tender.
  11. Corrections, if any, in the quotation shall be duly authenticated with full signature. In case of any difference between the figures and the words, the wordings will be taken as the correct one.
  12. Bidder/authorized signatory shall sign on each page of the tender.
  13. In the first stage, the Technical Bids (Part-A) will be opened at 04:00 pm on 16<sup>th</sup> April 2025, at BIRD. The Technical Bids will be evaluated for credentials, experience & capability based on the documents submitted in technical bid, physical inspection of the bidders' establishment, physical inspection of their clients' site and feedback obtained on their past performance from their clients. Those bidders satisfying the technical requirements as determined by BIRD and accepting the terms and conditions of these documents shall be short-listed. Decision in this regard will be at the sole discretion of BIRD.



14. The Commercial Bid (Part-B) of only those bidders, who have been short-listed in first stage as per evaluation of tender and technical marks, will be opened. The bidders who have been short-listed will be intimated regarding date and time of opening the commercial bids.
15. Conditional tenders will not be accepted and will be summarily rejected.
16. Tenders not submitted as per the guidelines stated above are liable for rejection. Decision in this regard will be at the sole discretion of BIRD.
17. Tenders received after the prescribed time and date will not be considered.
18. Rates quoted in commercial bid would remain open for acceptance for 90 days from the date of opening Technical Bid (Part-A) of the tender or till the date of finalization of tender, whichever is earlier.
19. Falsification/suppression of information shall lead to disqualification of the bidder/Cancellation of contract even after award of work during the currency of the contract.
20. BIRD reserves the right to reject any or all of the tenders received without assigning any reason thereof.
21. For any clarifications, please contact DPSP personally or by sending e-mail at [dpsp.bird@nabard.org](mailto:dpsp.bird@nabard.org).

Yours faithfully

Sd/-  
(Deepak Subhash Ghorpade)  
Deputy General Manager (Admin)



## निविदा आमंत्रण सूचना

संदर्भ सं. बर्ड.लख/23847 / डीपीएसपी-कैटरिंग टेंडर / 2024-25

26 मार्च 2025

प्रिय महोदय,

बैंकर ग्रामीण विकास संस्थान लखनऊ में प्रशिक्षुओं (वाणिज्यिक बैंकों / आरआरबी / सहकारी बैंकों) / नाबार्ड अधिकारियों / सरकार के वरिष्ठ अधिकारी (केंद्रीय / राज्य) के लिए छात्रावास कैंटीन में खानपान सेवाओं और पेंट्री सेवाओं के लिए निविदा

1. बैंकर ग्रामीण विकास संस्थान लखनऊ (बर्ड), सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ - 226012 में खानपान सेवाएं प्रदान करने के लिए प्रतिष्ठित और स्थापित ठेकेदारों से मुहरबंद निविदाएं आमंत्रित की जाती हैं। अनुबंध शुरू में एक वर्ष के अवधि के लिए होगा। वर्ष, [01 मई 2025] से शुरू होकर [31 अप्रैल 2026] तक, अनुमानित लागत रु. 100.00 लाख.
2. टेंडर दस्तावेज़ हमारी वेबसाइट से डाउनलोड किए जा सकते हैं:  
<https://birdlucknow.nabard.org/tender-and-adv/>
3. टेंडर में दो भाग होंगे:  
(i) भाग A – तकनीकी निविदा  
(ii) भाग B – वाणिज्यिक निविदा
4. सील बंद टेंडर निम्नलिखित पते पर जमा किए जाएंगे: निदेशक, बैंकर ग्रामीण विकास संस्थान लखनऊ, सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ-226012, जो कि 16 अप्रैल 2025 03:30 बजे से पहले प्रस्तुत किए जाएंगे।
5. टेंडर को पात्र बनाने के लिए निम्नलिखित दस्तावेज़ प्रस्तुत करने होंगे:  
(i) भाग A (तकनीकी निविदा) एक सील बंद लिफाफे में प्रस्तुत करें, जिसमें "तकनीकी निविदा - होस्टल कैंटीन में कैटरिंग सेवाएं और पेंट्री सेवाएं" लिखा हो, और निम्नलिखित दस्तावेज़ संलग्न हों:  
  - आवेदन पत्र अनुलग्नक)। के अनुसार(
  - EMD (2,00,000/- रुपये) का ऑनलाइन भुगतान रसीद (NEFT आदि द्वारा)
  - भाग A को सही ढंग से भरकर, प्रत्येक पृष्ठ पर हस्ताक्षर और मोहर के साथ जमा करें।
  - अन्य आवश्यक दस्तावेज़, जो तकनीकी निविदा में दिए गए हैं, हस्ताक्षरित और मोहर के साथ।
6. भाग B (वाणिज्यिक निविदा) को सील बंद लिफाफे में प्रस्तुत करें, जिसमें "वाणिज्यिक निविदा - होस्टल कैंटीन में कैटरिंग सेवाएं और पेंट्री सेवाएं" लिखा हो।
7. दोनों लिफाफों (तकनीकी निविदा और वाणिज्यिक निविदा) को एक ही सील बंद लिफाफे में एक साथ प्रस्तुत किया जाना चाहिए।



8. सीलबंद निविदा आवेदन पत्र निर्धारित समय/तिथि के भीतर प्रशासनिक ब्लॉक, बैंकर ग्रामीण विकास संस्थान, लखनऊ में रखे गए 'टेंडर बॉक्स' में जमा किया जाना चाहिए। किसी भी परिस्थिति में 16 अप्रैल 2025 को अपराह्न 03.30 बजे के बाद कोई भी निविदा निविदा बॉक्स में हाथ से जमा/प्राप्त नहीं की जाएगी। 16 अप्रैल 2025 को अपराह्न 03.30 बजे के बाद डाक द्वारा प्राप्त निविदा पर विचार नहीं किया जाएगा। निविदा आवेदन के सील लिफाफे के निचले बाएँ कोने में निविदाकर्ता का पूरा नाम, पता, ईमेल और फोन नंबर लिखा होना चाहिए।
9. निविदा प्रस्तुत करने से पहले, निविदाकर्ता को निम्नलिखित शर्तों और विनियमों को ध्यान से पढ़ना चाहिए। कोई भी स्पष्टीकरण का अनुरोध नहीं किया जाएगा।
10. यदि निविदा में कोई सुधार किए गए हैं, तो उन्हें पूर्ण हस्ताक्षर के साथ प्रमाणित करना आवश्यक है।
11. निविदाकर्ता/अधिकृत हस्ताक्षरकर्ता को निविदा के प्रत्येक पृष्ठ पर हस्ताक्षर करना होगा।
12. पहले चरण में, तकनीकी निविदाएं (भाग-A) 04:00 बजे खोली जाएंगी। इसमें दस्तावेजों की जांच की जाएगी और स्थलीय निरीक्षण के आधार पर चयन किया जाएगा।
13. केवल उन्हीं निविदाकर्ताओं की वाणिज्यिक निविदाएं (भाग-B) खोली जाएंगी, जिन्होंने तकनीकी निविदा में सफलता प्राप्त की हो।
14. कंडीशनल निविदाएं स्वीकार नहीं की जाएंगी और तुरंत अस्वीकार कर दी जाएंगी।
15. निविदा प्रस्तुत नहीं करने पर उसे अस्वीकार कर दिया जाएगा।
16. निविदा जमा करने की अंतिम तिथि के बाद निविदाएं स्वीकार नहीं की जाएंगी।
17. वाणिज्यिक बोली में उद्धृत दरें निविदा की तकनीकी बोली (भाग-ए) खुलने की तिथि से 90 दिनों तक या निविदा के अंतिम रूप देने की तिथि तक, जो भी पहले हो, स्वीकृति के लिए खुली रहेंगी।
18. गलत जानकारी देने या छुपाने पर निविदा को अस्वीकार किया जाएगा।
19. बर्ड को किसी भी निविदा को अस्वीकार करने का अधिकार है, बिना किसी कारण बताए।
20. स्पष्टीकरण के लिए कृपया डी.पी.एस.पी से संपर्क करें या ईमेल द्वारा संपर्क करें:  
[dpsp.bird@nabard.org](mailto:dpsp.bird@nabard.org)

भवदीय

ह/-

(दीपक सुभाष घोरपड़े)

उप महाप्रबंधक प्रशासन



# **Part A**

## **Technical Bid**





## **Eligibility Criteria to be used for evaluation under Quality and cost-based selection of tenderer (QCBS)**

### **I. Minimum criteria:**

1. Bidder shall be a professional Contractor (proprietor, firm, company, etc.) with a minimum of 7 years' experience in providing in-house multi-cuisine catering (i.e., Veg, Non-Veg, South Indian, North Indian, Chinese, Continental, etc.) to Institutions of Central Government, State Governments, Public Sector Undertakings, Training Institutions of Banks/PSU's, Financial Institutions & Educational Institutes of National importance.
2. The vendors who have minimum 07 years of experience (ending 31.03.2025) in undertaking similar catering works and who fulfil the following criteria are eligible to tender:
  - i) Should have carried out minimum 1 similar catering work (multicuisine) works during last 07 years (ending 31.03.2024) with work order value not less than Rs. 80.00 lakh.
  - Or
  - ii) Should have carried out minimum 2 similar catering work (multicuisine) works during last 07 years (ending 31.03.2024) with work order value (individually) not less than Rs.50 lakh each.
  - Or
  - iii) Should have carried out minimum 3 similar catering work (multicuisine) works during last 07 years (ending 31.03.2024) with work order value (individually) not less than Rs. 40 lakh each.

The tenderers should have average Annual Turnover of Rs. 30.00 Lakhs during the last three years ending 31.03.2025 supported with copies of audited balance sheets or a registered Chartered Accountant certified statement of accounts.

3. Names and addresses of clients along with details regarding nature, amount and period of the contracts shall be furnished along with Technical Bid (Part-A). Certificates from the clients regarding the quality and duration of service rendered during the last five years shall also be furnished in the prescribed format given in **Annexure II**.
4. The bidder shall be based at Lucknow or have an Office/ establishment at Lucknow.
5. The bidder shall deposit **₹ 2,00,000/- (Rupees Two lakh Only)** as **Earnest Money Deposit (EMD)** directly credited to online mode/ fund transfer through NEFT etc. to BIRD's Current Account Number-921020044058630 maintained with Axis Bank, MG Marg, Lucknow-226001 (IFSC Code- UTIB0000053). Tender without EMD shall be rejected. Documentary evidence of deposit in the form of UTR / Receipt Voucher is to be enclosed along with the duly filled, signed & complete tender document in all respects.
6. Track record of the bidder shall be clean without any involvement in illegal activities or financial frauds. There shall not be any case with the Police/Court/Regulatory authorities against the bidder.
7. The bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.



- 8.** The bidder must not have been suspended/delisted/blacklisted by any organization including BIRD, on any grounds.
- 9.** The bidder should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof.
- 10.** If the performance of the bidder is/has been found to be unsatisfactory for any reasons, whatsoever, in any organization including BIRD, then BIRD reserves the right to reject the bids submitted by such bidder.
- 11.** The bidder shall have applicable and valid registrations with statutory authorities constituted for Labour welfare and other purposes such as ESI, EPF, PAN, TIN, GST, licensing food establishments etc., duly supported by copies of certificates of registration.
- 12.** Bidding firms/companies shall have current account in a scheduled commercial bank.
- 13.** The bidders shall submit documentary evidence in support of the above eligibility criteria.
- 14.** The Contractor shall have adequate and skilled Professional manpower to provide the services detailed in the tender documents. BIRD shall have the right to ask the details of such staff attached with you.

### III. Pre-Bid Meeting

A Pre-bid Meeting shall be held with the intending Contractors at **11.00 AM on 04<sup>th</sup> April 2025** to clarify doubts, if any, raised by them on the tender. No separate communication shall be sent for this meeting. The requests for clarifications may be submitted in writing prior 03 working days of pre-bid meeting. No clarification of doubts would be given after pre-bid meeting.

### IV. Terms & Conditions

1. Initially, the contract will be awarded for **01 year** starting from **01 May 2025** or a subsequent date indicated in the work order. The tenure may thereafter be extended for a period of one or two year with mutual consent at the sole discretion of BIRD, subject to satisfactory performance, preferably at the same price as has been accepted by the BIRD for the initial tenure. BIRD may consider giving a maximum of **5% increase upon the quoted rate on further renewal of Contract, if found suitable based** on the feedback of participants and recommendations of the Lounge Committee constituted by BIRD. Any decision taken by BIRD in this regard shall be final, conclusive and binding on the Contractor.
2. BIRD will have the option to terminate the contract, after giving notice of one month in writing without assigning any reason thereof, if the contractor commits breach of any of the conditions contained in this contract or fails to render the services to the satisfaction of BIRD. However, the Contractor shall not be entitled to terminate the Contract before completion of the previously mentioned period of 06 months and in the event of the contract being extended by BIRD beyond the said period, the Contractor may terminate the contract by giving **two months** prior notice in writing
3. BIRD reserves the right to reject any or all offers without assigning any reason thereof. BIRD shall decide not to avail of any services from any bidder as a consequence of this Tender/ Advertisement. BIRD also reserves the right to re-issue/ recommence the



entire bidding process without the vendors having the right to object. Any decision of BIRD in this regard shall be final, conclusive and binding on the bidders.

4. The bidder shall deposit ₹ 2,00,000/- (**Rupees Two Lakh Only**) as **Earnest Money Deposit (EMD)** directly through online mode/ fund transfer through NEFT etc. to BIRD's Current Account Number-921020044058630 maintained with Axis Bank, MG Marg, Lucknow-226001 (IFSC Code- UTIB0000053). Tender without EMD shall be rejected. Documentary evidence of deposit in the form of UTR / Receipt Voucher is to be enclosed along with the duly filled, signed & complete tender document in all respects.

5. EMD of the unsuccessful bidder shall be returned after finalization of the tender. It shall not carry any interest. EMD of the successful bidder shall be retained and adjusted towards Security Deposit. EMD so retained shall also not bear any interest.

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

7. Successful bidder shall be required to deposit a further sum of ₹ 3,00,000/- (**Rupees Three Lakh Only**) within 7 days from the date of acceptance of offer, towards **Security Deposit** for due performance of the contract. The total Security deposit of ₹ 5,00,000/- (**Rupees Five Lakh Only**) shall be refundable after expiry/termination of the contract. The contract shall automatically become null & void and EMD of ₹ 2,00,000/- will stand forfeited in the event of the contracting firm failing to deposit the amount as above. However, BIRD reserves the right to revive the contract, if circumstances warrant. The security deposit shall not bear any interest.

8. Agreement/Contract on stamp paper of appropriate value containing inter-alia all the terms and conditions of the contract, as approved by BIRD.

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

10. The contractor shall provide Catering services as specified in the “**Scope of work and specific terms & conditions for catering**” in paragraph V hereinafter.

11. Catering services for the participants/guests shall be provided on all days during the contract period. “Participants” means those attending the training programmes of BIRD and “Guests” means those who are authorized visitors to BIRD, Lucknow.

12. Tea, Snacks, Breakfast and Lunch services shall also be provided to the members of the staff/guests of BIRD on daily basis. Staff means who are employed at BIRD either as Faculty/Administrative staff. In addition, dinner also shall be provided to staff, if required. Failure to provide the service shall attract penalty. The amount of penalty shall be decided by BIRD on each occasion and shall be final.

13. 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 10,000 “Trainee Days” per year. This number is indicative and actual number of trainee days may increase/ decrease. “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.

14. 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.



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

16. Minimum number of staff, including a Manager as overall in-charge, highly skilled professional Chef trained in multicuisine, Assistant Chefs, Kitchen helpers, Waiters (including office), dining hall helpers etc., shall be maintained at any point of time, sufficient to manage the requirements of BIRD at all times. The contractor shall have full control of such employees and shall give necessary guidance and direction to carry out the jobs assigned to them by the contractor. The catering staff are to be allotted duties specific to catering work and not given other sundry work. The contractor shall ensure required number of manpower to be supplied as per the need of BIRD.

17. Residential accommodation shall not be provided by BIRD to the workmen of the contractor. However, a few workmen of the contractor will be allowed to stay in the kitchen premises to attend to early hour duties. Their presence, however, should not cause any disturbance to normal functioning of BIRD.

18. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.

19. No advance shall be paid. Bills for catering services may be raised by the contractor on a fortnightly basis and the same shall be settled after deducting all applicable statutory taxes. TDS Certificate shall be issued every quarter in support of TDS deductions effected from the bills.

20. The contractor shall comply with all municipal and other regulations relating to preparation and sale of food stuff, beverages and refreshment and shall obtain necessary licenses and permits, including licenses under Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation & Abolition) Act, 1970, at his/her/their own cost. BIRD shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments.

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

22. The Contractor shall indemnify and keep indemnified, defend and hold good the Bankers Institute of Rural Development, (BIRD) its officers, employees and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Contractor or his/her/their services personnel on account of misconduct, omission and negligence by the Contractor or his service personnel.

23. The Contractor shall be registered with the Central/State Body concerned and shall abide by State Labour/Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract, including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI, etc., and shall indemnify the Bankers Institute of Rural Development (BIRD) against risks and damages arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations, etc., laid down by the Government, Statutory



authorities Regulations and other Government bodies, if any, from time to time.

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

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

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

26. In the event of any damage being caused to the movable or immovable property of BIRD or its client or to the property of the employees of BIRD, the BIRD reserves the right to compute the damage in terms of money and to deduct the money from the bill of the contractor or from the amount payable to the contractor by the BIRD and recover the remaining amount, if any, by way of civil damages.

27. The contractor shall not use the logo, name, identity or letterhead of Bankers Institute of Rural Development or National Bank for Agriculture and Rural Development and the relationship between the contractor and BIRD being on principal-to-principal basis, the contractor shall not hold himself/herself as an agent of BIRD.

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

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

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

31. Bankers Institute of Rural Development reserves the right to amend/modify the tender document or issue any corrigendum to the bid process. The bidder shall not contest the right of the BIRD to do the aforesaid.

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

### **35. Contractor's Employees**

i) The employees engaged by the contractor shall be trained and experienced people having good health, character; well behaved, obedient and skillful in their tasks. They should be conversant in English and Hindi.

ii) The Contractor shall appoint a professionally qualified Chef trained in multicuisine, with work experience in reputed star hotels or training institutions of banks/Central Govt. Financial Institutions/Corporate Sector. Documentary proof of the





above would be required to be submitted.

iii) The contractor shall furnish list of his/her employees to be deployed at BIRD, along with their qualifications, experience, address, photos, etc. including their police verification.

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

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

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

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

viii) The contractor shall obtain complete bio-data of the persons deployed in BIRD campus along with police verification.

ix) The Contractor shall organize medical examination of all the staff before initial deployment and furnish the medical reports to BIRD. 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. BIRD shall arrange for medical check-up of the canteen personnel if considered necessary by the BIRD 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 in this regard shall be borne by the Contractor.

x) The Contractor shall arrange to issue Identity Cards to all the staff, through Assistant Manager/Manager (Protocol & Security) of Bankers Institute of Rural Development, after submitting necessary documents in the form of antecedent verification report from the Police station, Address proof and Identification proof etc.

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

xii) The workmen/employees engaged by the Contractor shall not have any right/claim over the facilities enjoyed by BIRD staff, participants, etc. It is clearly understood that the contractor's employees shall not have any employee-employer or master-servant relationship with BIRD.



xiii) The Contractor shall ensure:

That all instructions, guidelines and specifications issued to the Contractor by Bankers Institute of Rural Development are clearly and effectively communicated by the Contractor to its employees and personnel.

That all instructions, guidelines, and specifications are strictly adhered to by the employees and personnel of the Contractor so that the reputation of Bankers Institute of Rural Development is not compromised.

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.

XIV) The contractor shall ensure that all the workmen employed by him under the contract tender with BIRD are fully ensured with requisite. It shall be the responsibility of the contractor to abide by all the rules/ laws pertaining to insurance of his employee and shall also indemnify BIRD in this regard.

XV) The contractor shall appoint minimum two managers, well qualified through hotel management institute for managing the tasks.

XVI) Uniform for waiters must be provided by the contractor. Further all the hygiene related gears such as hair caps, gloves, etc must be provided by the contractor.

### **36. Failure to Exercise BIRD's rights**

Any omission on the part of BIRD 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 of its rights and in no way impair or affect the validity of the terms and the privilege of BIRD to enforce its rights at any time subsequently.

### **37. Tenancy Rights**

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

### **38. Licenses and Registrations**

- (i) The Contractor shall obtain the requisite license under Contract Labour Act (Regulation and Abolition Act 1970) and as amended from time to time issued by the concerned Labour Department for running the establishment. BIRD shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments by the Contractor.
- (ii) The Contractor shall register with the Registrar of concerned Central/State Body and shall abide by State Labour/Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act 1950 and as amended from time to time, Payment of Wages Act 1935 and as amended from time to time, Provident Fund Act, ESI Act, etc. and such other Statutory Enactment, Rules and Regulations laid by the Government and local body in force, coming into force which may apply to this agreement. The Contractor shall indemnify the Principal Employer (BIRD) against risks and damages arising out



of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government and other statutory authorities from time to time.

- (iii) The Contractor shall comply with all requirements of law with regard to the provision of labour and ensure that an appropriate licence from concerned labour department is obtained. It shall be the responsibility of the Contractor for furnishing necessary Statutory information/documents in proof of the above whenever called for by BIRD. 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.

### **39. Disputes Resolution**

All disputes arising under this Agreement shall be settled amicably through discussions between the parties. In case of any unsettled disputes, the same shall be referred to the Arbitrator appointed by the Director/Officer-in-Charge, Bankers Institute of Rural Development, Lucknow-226012 and the provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings and the decision of the Arbitrator shall be final and binding on both the parties. The Contractor shall have no objection to any such appointment to the effect that the arbitrator so appointed is BIRD's own Officer or that he/she was a part to the contract or that he/she had to deal with matters which relate to this arrangement or that in the course of the duties as such Officer he had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final and binding.

### **40. Evaluation of Tender**

The Bidders who have been preliminary qualified as per document verification after opening the Technical Bid, order will be considered for inspecting their service sites. A Committee of Officials of BIRD will be visiting the locations where the Bidder is providing its services to evaluate quality and verify the claims stated in the technical bid document. The Bidders who have obtained minimum 60% marks (36 marks) as per the field inspection only will be considered for further tendering process and their price bids only will be opened. The ratings thus given by this Committee will be used for the Evaluation of Bids, in the Quality and Cost Based Selection (QCBS) process of selection.





## V. SCORING MODEL FOR EVALUATION

1. The Bidders who have been preliminary qualified as per document verification after opening the Technical Bid, order will be considered for inspecting their service sites.
2. A Committee of Officials of BIRD will be visiting the locations where the Bidder is providing its services to evaluate quality and verify the claims stated in the technical bid document.
3. The Bidders who have obtained minimum 60% marks (36 marks) as per the field inspection only will be considered for further tendering process and their price bids only will be opened.
4. The ratings thus given by this Committee will be used for the Evaluation of Bids, in the Quality and Cost Based Selection (QCBS) process of selection.

As per the field visits, the marks will be awarded to the bidders based on the following parameters:

Managerial Skills	Professional Staff engaged	Taste of Food	Cleanliness & Hygiene	Total
Maximum Marks	Maximum Marks	Maximum Marks	Maximum Marks	<b>60</b>
20	15	15	10	

5. The Bidders will have to arrange the inspection of their service sites by BIRD Team and ensure that the inspection team gets access to the cooking area and dining area at the inspection site.

6. Further marks are awarded on the minimum pre-qualifying criteria and above as per the parameters set-out in the table below for the Technical Bid Evaluation under QCBS:

Sr. No.	Criteria	Max Marks	Marks awarded
<b>1.</b>	<b>Institutions where services are provided</b>		
	RBI/ All India Financial Institutions, Public Sector Banks/Undertakings/Autonomous/Reputed Private Sector Companies	10	
	Kitchen in 3 Star Hotels and above	7	
	Hospitals / Religious Institutions	5	
	Hostels	3	
<b>2.</b>	<b>Number of Persons Catered on Daily Basis (Cumulative of all the currently handled contracts )</b>		
	Up to 500 persons	3	

	501 to 800 persons	5	
	801 to 1000 persons	7	
	More than 1000 persons	10	
<b>3.</b>	<b>Average Annual Turnover during the last 3 years as on 31-03-2024</b>		
	From Rs. 1 crore Lakh to Rs. 5 crore Lakh	3	
	From Rs. 5 crore to Rs. 10 crore	5	
	Between Rs. 10 crore to Rs. 20 crore	7	
	More than Rs. 20 crore	10	
<b>4.</b>	<b>Number of Qualified Personnel at Supervisory level under the pay roll of the bidder (Degree / Diploma in Catering Technology / Hotel Management)</b>		
	1 to 4	3	
	5 to 9	5	
	10 to 13	7	
	More than 14	10	

7. Tenders will be evaluated by combined **Quality and Cost** as detailed elsewhere in the tender. The bidder who scores maximum among the qualified bidders in the QCBS will be considered for awarding the contract.

**8. Evaluation of Bids:** For calculating final score, marks obtained in Technical Bids and Price Bids evaluation will be assigned a weightage of 70 and 30 respectively i.e., in a ratio of 70:30.

8.1 The Bidder obtaining the highest total marks (denoted by score “S” as indicated below) will be eligible for appointment as service provider to BIRD for the specified work.

8.2 Nominal quote provided by the bidder whose Technical Bid qualifies will be discounted as per the formula given below. A comprehensive “Score (S)” will be arrived at after considering the nominal price quoted and the marks obtained in technical evaluation with relative weights of 30% for Price Bid and 70% for Technical Bid. The bidder with the highest score will be declared successful.

8.3 Computation Methodology for arriving at “Least Price / Least Quote” :

A “Score (S)” will be calculated for all qualified bidders using the following formula

$$S = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

Where C stands for nominal price quoted by each bidder,  $C_{Low}$  stands for the price quote of the lowest nominal bid. T stands for technical evaluation score and  $T_{high}$  stands for the score of the technically highest bidder. X is equal to 0.3.

8.3.1 Evaluation Matrix for computation of Score “S” of individual bidder is given below:

<b>I</b>	<b>Evaluation Matrix of Technical Bid</b>	
	<b>Parameters</b>	<b>Nominal Mark (T) awarded</b>
1.	Institutions where services are provided	
2.	Number of persons catered daily	
3.	Average annual turnover for the last three year ending 31.03.2025	
4.	Number of professionally qualified supervisory staff employed	
5.	Marks awarded as per field visit report	
	<b>Total Nominal Marks awarded</b>	
<b>I</b>	<b>Marks awarded for Technical Evaluation with weightage of 70% <math>\{T \times 0.7 / T(\text{high})\}</math></b>	
<b>II</b>	<b>Marks awarded for Price Bid</b>	
	<b>Parameter</b>	<b>Nominal Quote value (V) by the bidder in Rs.</b>
	Nominal Quote value “V” by the bidder, calculated for the contract period as per commercial-Bid on Page number 65	
<b>II</b>	<b>Marks awarded for Price Bid Evaluation with weightage of 30% <math>\{C(\text{low}) \times 0.3 / C\}</math></b>	
<b>III</b>	<b>Total Marks S = (I+II)</b>	

The Bidder obtaining the highest total marks (denoted by score “S” as indicated above) will be eligible for appointment as catering service provider to BIRD.



## VI. Scope of Work and Specific Terms & Conditions

### 1. Scope of Work

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

- i) Providing catering services to the Participants, Guests, Guest Faculty and Officers of BIRD etc., on all days, as per **Annexure A**.
- ii) Providing catering services to BIRD employees in the Canteen/Lounge on all working days. Charges for the same shall be borne by the employee. Day-to-day menu for Canteen shall be drawn on mutual consent.
- iv) Providing snacks and tea/coffee/juice services to the participants, office staff, guests and guest faculty during office hours at all times and outside office hours and on holidays, if so required.
- v) Providing Special Catering Services as per **Annexure B** on other occasions.
- vi) Providing International Standard Catering Services as per **Annexure C** during international programmes.
- vii) Providing catering services at Senior Officers' Suites/Guest Faculty Rooms, Executive Suites, Participant Tea Room, Faculty Room & Director's Secretariat, which shall include providing exclusive personnel at these places.
- viii) A single rate shall be quoted, on **per head per day basis**, for providing catering services to Participants and Guests availing services for an entire day. When participants/guests avail part catering services, charges shall be paid on per head per meal basis.
- ix) Providing special catering services within the premises/campus of BIRD on special occasions as per the market rates/ rates agreed upon or any rates agreed upon after mutual discussions.
- x) For purpose of executing the Work under this Tender, the Contractor will be permitted to use and occupy the Trainee Lounge consisting of one hostel dining hall, kitchen & storerooms attached to the kitchen, dormitory, the receiving area, Executive Lounge and Kitchen. The Contractor shall ensure proper cleaning, upkeep and maintenance of these areas, at his own cost.



## **2. Cooking Gas/Fuel**

BIRD shall provide commercial Piped Natural Gas connection and the Contractor shall pay directly to gas dealer. The usage charges on actual basis for the same will be borne by the Contractor. In addition, 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. Cleaning and maintenance of gas burners to retain the efficiency of gas burners are also responsibility of Contractor.

## **3. Electrical Fittings and Water**

BIRD shall provide the Contractor kitchen equipment, Chimney, fans, exhaust fans, refrigerator, deep freezer, water cooler, water & electricity. These electrical fittings and equipment 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.

## **4. Furniture and Fixtures**

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

## **5. Damage to other articles in the premises**

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

## **6. Crockery, Cutlery, Cooking utensils etc.**

i) The Contractor shall be provided with crockery, cutlery, table linen, cooking utensils and other articles that are necessary and required for providing catering services, as detailed in an inventory list, copy of which shall be provided to the contractor. The Contractor shall at all times keep and maintain all the articles in a clean, neat, hygienic and tidy order. The Contractor shall maintain inventory of the stock of items given to him/her. An inventory statement giving clearly the break-up of stock, including usable items, items rendered unusable due to normal wear and tear and breakage/missing, if any, shall be submitted to BIRD by 10th of every month, which shall be checked by the authorized official of BIRD in comparison with the original inventory list.

ii) Breakage shall be kept to a reasonable level. If breakage takes place because of negligence or mishandling of the equipment, utensils, crockery and cutlery by the staff of the Contractor, the Contractor shall have to bear the entire cost in respect of such breakage.

Similarly, the cost of any item missing shall be recovered from the Contractor in full.

## **7. Kitchen Equipment**

Adequate care shall be taken to keep the kitchen equipment in good condition. The list of kitchen equipment items will be provided at the time of awarding the contract. The cooking range, oven and other kitchen equipment shall be cleaned on a daily basis and kept clear of any spillage of food and oil, at the Contractor's own cost. Any repairs, if required, shall be brought to the notice of the authorized official of BIRD immediately. Repairs on account of mishandling/negligence of workmen shall be carried out by the Contractor at his/her's own cost.

## **8. Electricity**

Charges for electricity consumed for lights, fans and other electrical appliances shall be borne by BIRD 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 reserves the right/option to levy penalty on the contractor in case of wastage of electricity.



## **9. Water Supply**

Water required for maintaining the Lounge & Canteen shall be supplied by BIRD. 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 well in time to repair the same. In case of water shortage/no supply, the Contractor shall co-operate with BIRD for regulated supply by BIRD. 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 or any other person authorised by BIRD regarding consumption of water. BIRD reserves the right/option to levy penalty on the contractor in case of wastage of water.

## **10. Maintenance of Lounge & Canteen**

The Contractor shall keep the Lounge & Canteen as well as the adjoining space around the Lounge in a clean and tidy condition and use branded detergent to clean and mop these areas. The dining tables and service tables have to be maintained in a clean and neat manner, free of pests. The cleaning and maintenance material like soap, detergent, floor and toilet cleaner, broom, brush, etc required in this regard shall be arranged by the Contractor at his own cost. The Contractor shall not permit the lounge or any portion thereof to be used for residential purposes by any of its employees. It shall be open to any official of BIRD authorized in this behalf to inspect the Lounge or any portion thereof at any time.

The hostel dining hall/canteen/lounge /kitchen/ adjacent bathrooms/etc., i.e. any area of serving would be cleaned three times a day minimum post the serving of meal at the cost of contractor. The contractor must visit the dining halls before quoting the rate. This also includes taking maintenance of washrooms which are provided in the dining premises.

## **11. 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 whose name should be informed to BIRD and who shall remain in person on the campus to manage and supervise the catering services properly. The Manager should be conversant in English and Hindi.

## **12. Catering Standards**

- (i) Food and provisions used should be of good quality and must be well established brands as specified in **Annexure D**. Food items & provisions shall be kept stored in closed containers in a hygienic manner. BIRD's officials will have the authority to inspect such articles of food and provisions at any time and will have full powers to order discontinuance of use of such articles of food and provision which are found to be of unsatisfactory standards and/or hygiene.

- (ii) High standards shall be always maintained 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.
- (iii) 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 40% of the participants have rated the food served in a programme as below 'very good'. Also Lounge Committee of BIRD will also rate the food after tasting it on the random basis 2-3 times a month. Lounge Committee will also rate the upkeep and maintenance of Lounge/Canteen/Kitchen. If Lounge Committee unanimously rates the **food** below "Very Good" a penalty of maximum 5% in the bills of programmes of that month will be levied.
- (iv) If Lounge Committee unanimously rates the **upkeep and maintenance** of kitchen, canteen, lounge etc. below "Very Good" a penalty of maximum 2% in the bills of programmes of that month 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.
- (v) 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 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 may initiate further stringent action, as deemed fit.
- (vi) Utensils, cups, saucers, flasks, crockery, cutlery etc. shall be scrubbed and cleaned thoroughly. Kitchen utensils, cutlery, crockery, glassware, linen etc. used in the Lounge & 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 which shall be binding on the Contractor.
- (vii) The Contractor shall ensure that the catering premises are kept neat and clean. A thorough master cleaning of all equipment, fixtures, utensils shall be carried out by the Contractor every weekend by removing the grime, grease, stains, oil etc. and wiped well with a clean & dry cloth.





### **13. Provisions, fruits, vegetables etc.**

- (i) The Contractor shall be solely and wholly responsible for the procurement of all food articles and provisions at his own cost. The Contractor shall bear complete financial responsibility for all purchases and financial commitments he may enter into for fulfilling the contract.
- (ii) It shall be the responsibility of the Contractor to store the materials purchased by him in a neat, tidy and hygienic manner in the space provided by BIRD. Security of such material shall be the sole responsibility of the Contractor.
- (iii) Quality of food and provisions used shall be of good standard as specified in **Annexure C**. BIRD 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. Suitable refrigerator shall be provided by BIRD for storing perishables. It shall be the responsibility of the Contractor to store the materials in an appropriate and hygienic manner.
- (iv) Raw food items such as vegetable, milk, fish, mutton, chicken, eggs, fruit etc. shall be procured fresh and of good quality as per the BIRD's approval failing which the items shall be rejected and the Contractor shall replace the same with fresh products.
- (v) There shall be no reshuffling of food i.e. leftover food of one meal shall not be served at the next meal.
- (vi) The leftover food/ Kitchen waste would be disposed off as per directions of BIRD only. No payment towards disposal would be done by BIRD for the cost incurred by the contractor.
- (vii) Reuse of burnt oil is strictly prohibited. Oil, once used shall not be used again.

### **14. Complaints and improvements**

The Contractor shall carry out such improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by the 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:

Bed Tea /Coffee, Sugar, Milk Powder Sachets to be provided in Hostel Rooms/VOF.

Morning Tea/Coffee – 10:00 AM (To be served in Office)

Classroom Tea – Morning - 11:30 AM (To be served in Classrooms)

Afternoon Tea – Afternoon - 03:30 PM (To be served in Office)

Classroom Tea – Afternoon – 03:30 PM (To be served in Classrooms)

Evening Tea with Snacks – 5:15 PM (To be served in Classrooms)

### Dining hall service

Breakfast - 08:00 AM – 9:30 AM

Lunch - 01:00 PM – 02:00 PM

Dinner - 08:00 PM – 10:00 PM

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

(iii) The Contractor shall supply and serve wholesome and hygienic meals and snack in accordance with the indicative menu as stated in **Annexure A**, **Annexure B** and **Annexure C** at the rates as agreed in the contract.

(iv) 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.

(v) Contractor has to provide lunch packet for field visit of the participant.

## 17. Preparation of the Menu

Menu for each day's breakfast, lunch, evening snacks and dinner shall be drawn up by the Manager every week in advance, as per Annexure A, Annexure B and Annexure C in consultation with the authorized official designated by the BIRD, with due regard to the seasonal requirements, needs and varying tastes of the participants coming to BIRD from different parts of the country. Signed menu shall be enclosed with the bills at the time of submitting the same for payment.



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

If, during the course of a programme, a participant does not utilize any of the services for an entire day, the Contractor shall not levy any charges for those services, provided the Contractor receives at least one full day's (24 hours) notice from an authorized official of BIRD. In the event of a field visit organized by BIRD, participants may opt not to use catering services for either half a day or a full day. In such cases, no payment will be made for the relevant half or full day. The field visit plan will be communicated to the Contractor at least one day prior to the visit.

### **19. Programme and the day following the end of Programme**

The Contractor shall ensure that the Lounge remains open and provide catering services for participants who arrive on the day prior to the start of a Programme and depart on the day after the Programme concludes, even if these days fall between two Programmes. These participants are expected to be present in the hostel during this time. Charges for any items consumed by them will be calculated based on the rates specified in the contract for each item.

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

If a participant falls ill or is indisposed, they shall be provided with special diet up to the cost of the normal menu, so long as needed by him/her, without any extra charge in lieu of the normal food supplied in the Lounge. The same shall be served in the room of such participants if so required, also without any extra charge. Also if any participant is observing religious fast, they shall be provided with special diet up to the cost of the normal menu, so long as needed by him/her.

### **21. Miscellaneous**

(i) Food shall be cooked only in the kitchen of the Lounge. Contractor shall not bring or serve any food prepared or cooked outside except for biscuits, cookies, branded snacks and sweets. No outsider shall be permitted inside the Hostels and Lounge. Food shall not be served to any outsider, either on payment or free of cost.

(ii) The Contractor shall not carry away any material/item out of the BIRD premises.

22. Obtainment of Form C of FSSAI (Food Standard and Safety Authority of India) within seven (7) days of work order

23. **Validity of rates in two other institutions, if required** Institutions to have same rate: In Lucknow, we have Uttar Pradesh Regional Office (UPRO), BIRD & National bank Staff College (NBSC-Lucknow) selected contractor after tendering process, if required, have to provide catering services to these two institutions at the same rate.

## **22. Signing of Contract Agreement**

- (i) General instructions to the bidders and special conditions hereinbefore referred to shall be the basis of the final contract to be entered into with the successful bidder.
- (ii) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. The Tender shall otherwise be rejected.
- (iii) On receipt of intimation from BIRD regarding acceptance of the tender, the successful tenderer shall be bound to implement the Contract within fourteen days thereof. The successful tenderer shall sign an agreement in accordance with the extant provisions. The written acceptance by Bankers Institute of Rural Development of a tender in itself shall not constitute a binding agreement between the Bankers Institute of Rural Development and the Contractor so bidding.
- (iv) The Contractor shall not assign the contract in whole to anyone. However, with the prior express written consent of the BIRD, such portion of the contract for which consent has been given may be assigned. In case of breach of these conditions, the BIRD may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the BIRD, without prejudice to remedies against the Contractor.



## Annexure- I

### Forwarding Letter

(To be submitted on bidder's letterhead)

Place \_\_\_\_\_

Date \_\_\_\_\_

The Director  
Bankers Institute of Rural Development  
Sector-H, LDA Colony,  
Lucknow – 226012

Sir

### **Tender for Catering Services and pantry services at hostel canteen for trainees (Commercial Banks/RRBs/Co-operative Banks)/ senior official of government (Central/State) at Bankers Institute of Rural Development, Lucknow**

This has reference to your tender notice for catering services at BIRD, Lucknow. We have examined the tender document and thoroughly understood its nature/scope of work and terms & conditions.

2. I/we undertake to offer my/our services in conformity with scope/nature of work and the terms and conditions set out in the tender document. I/We confirm that the tender submitted by me/us is confirming to all the terms and conditions mentioned in the tender document.

3. I/We are enclosing application along with required documents in the prescribed proforma as mentioned in tender document.

4. I/We are enclosing following UTR no. ....dated ..... for **₹. 2,00,000/- (Rupees Two Lakh Only)** towards EMD.

5. I/We agree that our tender shall remain valid for acceptance by BIRD for a period of 90 days from the date of opening of Part-A of the tender or till the date of finalization of tender, whichever is earlier.

6. I/We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against me/us. Also I/We have neither been suspended/delisted/blacklisted by any organization for any reason nor any such proceedings are pending or contemplated. I/We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.



7. I/We certify that all the information furnished by me/us is true to the best of my/our knowledge. I have no objection to BIRD verifying any or all the information furnished in this document with the concerned authorities, if necessary.

8. I/We understand that BIRD reserves the right to accept or reject any or all the tenders in full or in part without assigning any reason there for.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

M/s \_\_\_\_\_

(Signature with seal)

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Place : \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_

Fax No : \_\_\_\_\_

E-mail : \_\_\_\_\_

(Certified true copy of the Power of Attorney shall be enclosed in case of authorised person).

Witnesses

(1) Signature with  
Name, Address & Date \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(2) Signature with  
Name, Address & Date \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## Annexure – II

### Profile of the Bidder Part-I – Basic Information

Sl. No.	Particulars	To be filled by the Bidder
1	Name of the bidder / firm / organization / company	
2	Type of firm/organization (Proprietorship/ Partnership/ Private Ltd etc. (Furnish copies of partnership/memorandum of articles of association etc.)	
3	Name of the proprietor/partners/directors of the firm	
4	Year of Incorporation/registration (Attach Registration Certificate)	
5	Registered address of the firm (Address Proof)	
6	Name, designation, telephone nos., email of the contact person / authorized signatory	
7	License for providing catering (Registration under shops & Estt. Act) obtained (Yes / No)  (Copy to be enclosed)	
8	Whether the firm has been in Business of in-house multicuisine catering for at least 5 years (Yes / No) (Copy documents confirming the same to be enclosed)	
9	Annual turnover of the firm for last 3 years (in Rs. lakh) (Furnish copies of audited/CA certified statement of Accounts)	a) FY 2021-22 b) FY2022-23 c) FY 2023-24

10	Details of Registration (Firm, Company etc.) a) Registering Authority b) Date c) Number	
12	Registration Nos. under various Statutory Acts viz. GST, EPF, ESIC, Labour License (copy of registration certificate to be enclosed)	
	GST	
	PF	
	ESIC	
	Labour License	
	PAN (Copies of income-tax returns for last 3 years to be enclosed)	
13	Whether registered / empanelled with any of the Govt., Semi Govt., Govt. Undertaking, Public Sectors etc. as approved vendors and if so, furnish details.	
14	Whether involved in any litigation earlier with any organization? If so, please submit the details.	
15	Any civil suits pending in any of the works executed? If so, furnish details.	
16	Any other information which the bidder feels relevant.	

Note: Copies of all the documents relevant to above details to be enclosed. In absence of the same the tender will be rejected without any information/intimation to the tenderer.

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

Name: \_\_\_\_\_

Date \_\_\_\_\_





## Part-II – Experience

A) List of similar works being executed **presently** by the Bidder

Sr. No.	Name & Address of the organisation for whom the work is being executed along with names of contact persons and their telephone nos.	Maximum no. of persons catered on single day	Value of the work executed (Rs. Lakh)	Duration of the Contract with commencement and expected date of completion
1				
2				
3				

Note: Copies of the work orders should be enclosed. In absence of the same, the tender will be rejected without any information/intimation to the tenderer.

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

Name: \_\_\_\_\_

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



B) List of similar works already executed/completed by the Bidder during the **last 5 years**

Sr. No.	Name & Address of the organization for whom the work is being executed, along with names of contact persons and their telephone nos.	Maximum no. of persons catered on single day	Value of the work executed (Rs. Lakh)	Duration of the Contract with commencement and expected date of completion
1				
2				
3				

Note: Copies of the work orders and performance certificate should be enclosed

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

Name: \_\_\_\_\_

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



## Annexure-III

### Specimen of Pre-Contract Integrity Pact (in Rs.200/- stamp)

Between

**Bankers Institute of Rural Development (BIRD)**

Hereinafter referred to as **“The Principal”**

And

..... hereinafter referred to as **“The Vendor/Vendor”**

#### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 – Commitments of the Principal**

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.



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

## **Section 2 – Commitments of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution :
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.



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

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

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

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

### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

### **Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.



## **Section 7 – Criminal charges against violating Bidders(s) / Contractor(s) / Subcontractor(s)**

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

## **Section 8 – Independent External Monitor**

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

The Independent External Monitors appointed for BIRD are

1. Dr. Rabindra Kumar, IFoS (Retd)  
37, Bhagirathipuram,  
GMS Road, Dehradun 248 001,  
Uttarakhand  
Email Id: rabindra\_us@yahoo.com  
Mobile: 9411714138, 8415080837

(Name & Address of the Monitor)

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Director BIRD Lucknow.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with



confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director BIRD Lucknow and recuse himself/herself from that case.

- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report the Director BIRD Lucknow within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Director BIRD Lucknow, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director BIRD Lucknow has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

## **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Director BIRD Lucknow.



## Section 10 – Other provisions

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

\_\_\_\_\_  
(For & On behalf of the Director)  
(Office Seal)

\_\_\_\_\_  
(For & on behalf of the Bidder/contractor)  
(Office Seal)

Place \_\_\_\_\_  
Date \_\_\_\_\_

Witness 1:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





### **Annexure - IV**

#### **CHARTERED ACCOUNTANT'S CERTIFICATE**

(As attachment to Format for Technical Bid on letter head of the Chartered Accountant's Firm)

The following details of M/s \_\_\_\_\_ given in the table below are certified to be correct based on the verification of original documents and supporting information:

**1. Details of clients and their contract value: -**

Sr. No.	Name of the Client	Contract Details		Name & Designation of Administrative Officer	Contract Details
		Period of Contract (From – To)	Contract Value		
1.					
2.					
3.					

**Profit and Loss Account:**

<b>Year</b>	<b>Turnover (₹)</b>	<b>Page Number in the Attached P&amp;L A/c</b>
2021-22		
2022-23		
2023-24		

Name and Signature of the Partner seal:

Membership number:

Name of the Firm :

FRN of the firm :



## **Annexure - V**

### **INDEMNITY BOND**

(On ₹200=00 Non-Judicial Stamp Paper)

*(An authority letter for signing of Indemnity Bond needs to be submitted)*

KNOW all men by these presents that I, Shri.....of M/s .....do hereby execute Indemnity Bond in favour of Bankers Institute of Rural Development (BIRD), having their Registered Office at Sector H LDA Colony, Kanpur Road, Lucknow – 226012 and M/s..... having their office at ..... on this ..... day of..... 2025.

WHEREAS BIRD have appointed M/s.....as the Contractor for their Proposed work relating to “ ..... ”.

### **THIS DEED WITNESSETH AS FOLLOWS:-**

I/We M/s .....hereby do Indemnify, and same harmless BIRD against and from

- i. any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,
- ii. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any subcontractor/s if any, servants or agents.
- iii. any claim by an employee of mine/ours or of subcontractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or



property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.

iv. any act or omission of mine/ours or sub-contractor/s if any, our/their servants or agents which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/s .....has set his/their hands on this .....day of ..... 2025.

SIGNED AND DELIVERED BY THE AFORESAID M/s IN  
THE PRESENCE OF WITNESS: -

(1) ..... (Executer)

Signature

Name

Address

(2) ..... (Witness)

Signature

Name

Address



## **Annexure VI**

(ON COMPANY'S LETTER HEAD)

Dated: -

To,  
**The Director**  
**Bankers Institute of Rural Development**  
**Sector – H LDA Colony**  
**Kanpur Road**  
**Lucknow**

**Subject: - Undertaking**

Dear Sir,

We, \_\_\_\_\_ (Name of the Organisations),  
hereby confirm and acknowledge that we have not been blacklisted/banned/barred for  
participation in tender by Government of India or by any Government undertaking in India.

We hereby declare that we do not have any litigations registered against us for illegal  
activities or financial fraud.

Thanking you.

Yours faithfully,

Name and Signature of Authorised Person.



## Annexure - VII

(To be signed on a Non-Judicial Stamp Paper of 100/- to be submitted by the vendor within 07 days of issue of work order)

### **ARTICLES OF AGREEMENT**

This agreement is made at Lucknow on \_\_\_\_\_ between **Bankers Institute of Rural Development**, Sector-H, LDA Colony, Kanpur Road, Lucknow – 226012 (hereinafter called “the Employer”) on the one part and M/s \_\_\_\_\_ (hereinafter called “the Caterer”) on the other part.

Whereas the Bankers Institute of Rural Development (BIRD) is desirous of having food and catering arrangements to be undertaken by the Caterer with regard to various participants of training programmes of BIRD, its staff, officers and guests inside the BIRD campus.

Whereas the Caterer has offered to undertake the work as per General Terms and Conditions indicated at Part-I of this Agreement relating to catering facilities to the participants, staff, officers and guests of BIRD in its premises (hereinafter referred to as catering work such as preparation and supply of beverages, refreshment, breakfast, lunch and dinner) as per Scope of Work and Specific Terms and Conditions in dictated at Part-II of this Agreement and Schedule of Rates indicated at Part-III of this Agreement.

And whereas the Bankers Institute of Rural Development (BIRD) in consideration of the conditions and covenants to be observed by the party has agreed to permit the Caterer to carry out catering works in BIRD premises. BIRD hereby awards the work of Catering Services in the said premises from \_\_\_\_\_ to \_\_\_\_\_.

Now it is mutually agreed by and between the parties as follows:

#### **Part-I. General Terms and Conditions:**

1. The contract was awarded for **One Year** starting from \_\_\_\_\_ to \_\_\_\_\_.
2. BIRD will have the option to terminate the contract, after giving notice of one month in writing without assigning any reason thereof, if the Caterer commits breach of any of the conditions contained in this contract or fails to render the services to the satisfaction of BIRD. The Caterer may terminate the contract by giving **two months** prior notice in writing.
3. If the Caterer fails to comply with the terms and conditions of the Agreement/ contract in course of the contract period, the security deposit shall be forfeited in full or in part as decided by the Competent Authority.
4. The Caterer shall provide catering services as specified in the “**Scope of work and specific terms & conditions for catering**” in **Part-II hereinafter**.
5. Catering services for the participants/guests shall be provided on all days during the contract period. “Participants” means those attending the training programmes of BIRD and “Guests” means those who are authorised visitors to BIRD.



6. Tea, Snacks, Breakfast and Lunch services shall also be provided to the members of the staff/guests of BIRD on daily basis. Staff means who are employed at BIRD either as Faculty/Administrative staff. In addition, dinner also shall be provided to staff, if required. Failure to provide the service shall attract penalty. The amount of penalty shall be decided by BIRD on each occasion and shall be final.
7. The Caterer shall provide adequate number of competent and well-trained staff for cooking, cleaning, dining and room services.
8. Minimum number of staff, including a Manager as overall in-charge, highly skilled professional Chef trained in multicuisine, Assistant Chefs, Kitchen helpers, Waiters (including office), dining hall helpers etc., shall be maintained at any point of time, sufficient to manage the requirements of BIRD at all times. The Caterer shall have full control of such employees and shall give necessary guidance and direction to carry out the jobs assigned to them by the Caterer. The catering staff are to be allotted duties specific to catering work and not given other sundry work.
9. Residential accommodation shall not be provided by BIRD to the workmen of the Caterer. However, a few workmen of the Caterer will be allowed to stay in the kitchen premises to attend to early hour duties. Their presence, however, should not cause any disturbance to normal functioning of BIRD.
10. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
11. No advance shall be paid. Bills for catering services may be raised by the Caterer on a fortnightly basis and the same shall be settled after deducting all applicable statutory taxes. TDS Certificate shall be issued every quarter in support of TDS deductions effected from the bills.
12. The Caterer shall comply with all municipal and other regulations relating to preparation and sale of food stuff, beverages and refreshment and shall obtain necessary FSSAI licenses and permits, including licenses under Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation & Abolition) Act, 1970, at his/her/their own cost. BIRD shall not be responsible in any way for any breach by the Caterer of the rules and regulations governing the running of such establishments.
13. In case of any labour problems related to the workmen staff of the Caterer, the same shall be settled at the Caterer's end only. The Caterer shall indemnify Bankers Institute of Rural Development suitably. It shall be the duty of the Caterer to clearly inform his own personnel/staff that they shall have no claim whatsoever against Bankers Institute of Rural Development and they shall not raise any industrial dispute, either directly and/or indirectly, with or against Bankers Institute of Rural Development, in respect of any of their service conditions or otherwise.
14. The Caterer shall indemnify and keep indemnified, defend and hold good the Bankers Institute of Rural Development, its officers, employees and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Caterer or



his/her/their services personnel on account of misconduct, omission and negligence by the Caterer or his service personnel.

15. The Caterer shall be registered with the Central/State Body concerned and shall abide by State Labour/Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract, including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI, etc., and shall indemnify the Bankers Institute of Rural Development against risks and damages arising out of the default on the part of Caterer 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.
16. The Caterer or his staff shall not use the premises, properties, fixtures, fittings, etc., of BIRD for any purpose other than those expressly provided in the contract. It shall be open to officials of BIRD to inspect the Lounge and Kitchen at any time.
17. The Caterer shall be responsible for taking adequate care of all equipment, utensils, etc. He/She should bring to the notice of BIRD, the repairs and maintenance work that are required to be undertaken from time to time. If any repairs of the equipment are to be made on account of mishandling/negligence of the workmen, except normal wear and tear, the said items shall be repaired by the Caterer at his/ her cost.
18. In the event of any damage being caused to the movable or immovable property of BIRD or its client or to the property of the employees of BIRD, the BIRD reserves the right to compute the damage in terms of money and to deduct the money from the bill of the Caterer or from the amount payable to the Caterer by the BIRD and recover the remaining amount, if any, by way of civil damages.
19. The Caterer shall not use the logo, name, identity or letterhead of Bankers Institute of Rural Development or National Bank for Agriculture and Rural Development and the relationship between the Caterer and BIRD being on principal-to-principal basis, the Caterer shall not hold himself/herself as an agent of BIRD.
20. The Caterer shall not use BIRD's address on his letterhead/stationery for purposes of Registration with any Government/Local Body or any other organization or person and no tenancy shall be created by the presence of his workmen/employee on BIRD's premises.
21. To ensure effective implementation of this contract, the Director or an authorized official of BIRD shall issue instructions, either orally or in writing to the Caterer and such instructions shall be deemed to be a part and parcel of this contract and shall be binding on the Caterer. In all matters relating to or incidental to this contract, if there arises any doubt or dispute or disagreement, the decision of the Director, BIRD shall be final and binding on the Caterer.
22. It shall be the Caterer responsibility to ensure that the obligations under the terms of this contract are duly performed and observed.
23. Bankers Institute of Rural Development reserves the right to amend/modify the tender document or issue any corrigendum to the bid process. The bidder shall not contest the



right of the BIRD to do the aforesaid.

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

## 25. **Caterer's Employees**

i) The employees engaged by the Caterer shall be trained and experienced people having good health, character; well behaved, obedient and skillful in their tasks. They should be conversant in English and Hindi.

ii) The Caterer shall appoint a professionally qualified Chef trained in multicuisine, with work experience in reputed star hotels or training institutions of banks/Central Govt. Financial Institutions/Corporate Sector.

iii) The Caterer shall furnish list of his/her employees to be deployed at BIRD, along with their qualifications, experience, address, photos, etc.

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

v) The Caterer shall take all precautionary measures to ensure the safety of the workmen employed by the Caterer and BIRD shall not be responsible in case of any eventuality.

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

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

viii) The Caterer shall obtain complete bio-data of the persons deployed in BIRD campus along with police verification.

ix) The Caterer shall organize medical examination of all the staff before initial deployment and furnish the medical reports to BIRD. Any person found to be medically unfit or unsuitable shall have to be removed by the Caterer from the services immediately and suitable replacement shall have to be arranged forthwith. BIRD shall arrange for medical check-up of the canteen personnel if considered necessary by the BIRD and the Caterer 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 in this regard shall be borne by the Caterer.

x) The Caterer shall arrange to issue Identity Cards to all the staff, through Assistant Manager/Manager (DPSP) of Bankers Institute of Rural Development, after submitting necessary documents in the form of antecedent verification report from the Police station, Address proof and Identification proof etc.





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

xii) The workmen/employees engaged by the Caterer shall not have any right/claim over the facilities enjoyed by BIRD staff, participants, etc. It is clearly understood that the Caterer's employees shall not have any employee-employer or master-servant relationship with BIRD.

xiii) The Caterer shall ensure:

That all instructions, guidelines and specifications issued to the Caterer by Bankers Institute of Rural Development are clearly and effectively communicated by the Caterer to its employees and personnel;

That all instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the Caterer so that the reputation of Bankers Institute of Rural Development is not compromised.

That no action of the Caterer and/or its employees and/or personnel shall violate prevailing laws and regulations. The Caterer shall not engage any staff with criminal background against whom there is any complaint registered with the law enforcement agencies.

## **26. Failure to Exercise BIRD's rights**

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

## **27. Tenancy Rights**

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

## **28. Licences and Registrations**

- (i) The Caterer shall obtain the requisite license under Contract Labour Act (Regulation and Abolition Act 1970) and as amended from time to time issued by the concerned Labour Department for running the establishment. BIRD shall not be responsible in any way for any breach by the Caterer of the rules and regulations governing the running of such establishments by the Caterer.



- (ii) The Caterer shall register with the Registrar of concerned Central/State Body and shall abide by State Labour/Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act 1950 and as amended from time to time, Payment of Wages Act 1935 and as amended from time to time, Provident Fund Act, ESI Act, etc. and such other Statutory Enactment, Rules and Regulations laid by the Government and local body in force, coming into force which may apply to this agreement. The Caterer shall indemnify the Principal Employer (BIRD) against risks and damages arising out of the default on the part of Caterer due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government and other statutory authorities from time to time.
- (iii) The Caterer shall comply with all requirements of law with regard to the provision of labour and ensure that an appropriate licence from concerned labour department is obtained. It shall be the responsibility of the Caterer for furnishing necessary Statutory information/ documents in proof of the above whenever called for by BIRD. In case of any labour problems related to the workmen staff of the Caterer, the same shall be settled at the Caterer's end only.

## 29. Disputes Resolution

All disputes arising under this Agreement shall be settled amicably through discussions between the parties. In case of any unsettled disputes, the same shall be referred to the Arbitrator appointed by the Director/Officer-in-Charge, Bankers Institute of Rural Development, Lucknow-226012 and the provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings and the decision of the Arbitrator shall be final and binding on both the parties. The Caterer shall have no objection to any such appointment to the effect that the arbitrator so appointed is BIRD's own Officer or that he/she was a part to the contract or that he/she had to deal with matters which relate to this arrangement or that in the course of the duties as such Officer he had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final and binding.



## **Part-II. Scope of Work and Specific Terms & Conditions**

### **1. Scope of Work**

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

- i. Providing catering services to the Participants, Guests, Guest Faculty and Officers of BIRD on all days, as per **Annexure A** and the rates will paid as per Annexure-I.
- ii. Providing catering services to BIRD employees in the Canteen/Lounge on all working days. Charges for the same shall be borne by the employee. Day-to-day menu for Canteen shall be drawn on mutual consent.
- iii. Providing snacks and tea/coffee/juice services to the participants, office staff, guests and guest faculty during office hours at all times and outside office hours and on holidays, if so required.
- iv. Providing Special Catering Services as per **Annexure B** on other occasions and the rates will paid as per Annexure-II
- v. Providing International Standard Catering Services as per **Annexure C** during international programmes and the rates will paid as per Annexure-III
- vi. Providing catering services at Senior Officers' Suites/Guest Faculty Rooms, Executive Suites, Participant Tea Room, Faculty Room & Director's Secretariat, which shall include providing exclusive personnel at these places.
- vii. Providing special catering services within the premises/campus of BIRD on special occasions as per the rates agreed upon or any rates agreed upon after mutual discussions.
- viii. For purpose of executing the Work under this Tender, the Caterer will be permitted to use and occupy the Trainee Lounge consisting of one dining hall, kitchen & store rooms attached to the kitchen, dormitory, the receiving area, Executive Lounge and Kitchen. The Caterer shall ensure proper cleaning, upkeep and maintenance of these areas, at his own cost.

### **2. Cooking Gas/Fuel**

BIRD shall provide commercial LPG gas connection/CNG connection/Bio Gas and the Caterer shall arrange for regular supply of commercial LPG gas refills at his own cost and pay directly to the gas dealer. The Caterer 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. Also, if caterer uses the piped natural gas connection then caterer is advised to settle the bill of piped Natural Gas connection with piped Natural Gas supplier. Also the food will be served in hot condition and the Caterer will arrange for and bear the cost of the solid fuel required to keep the food hot.

### **3. Electrical Fittings and Water**

BIRD shall provide the Caterer kitchen equipment, Chimney, fans, exhaust fans, refrigerator, deep freezer, water cooler, water & electricity. These electrical fittings and equipment shall be handled in a proper manner and shall be cleaned regularly by the



Caterer, at his own cost. The Caterer shall keep the usage of water and electricity restricted to a reasonable level.

#### **4. Furniture and Fixtures**

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

#### **5. Damage to other articles in the premises**

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

#### **6. Crockery, Cutlery, Cooking utensils etc.**

i) The Caterer shall be provided with crockery, cutlery, table linen, cooking utensils and other articles that are necessary and required for providing catering services, as detailed in an inventory list, copy of which shall be provided to the Caterer. The Caterer shall at all times keep and maintain all the articles in a clean, neat, hygienic and tidy order. The Caterer shall maintain inventory of the stock of items given to him/her. An inventory statement giving clearly the break-up of stock, including usable items, items rendered unusable due to normal wear and tear and breakage/missing, if any, shall be submitted to BIRD by 10th of every month, which shall be checked by the authorized official of BIRD in comparison with the original inventory list.

ii) Breakage shall be kept to a reasonable level. If breakage takes place on account of negligence or mishandling of the equipment, utensils, crockery and cutlery by the staff of the Caterer, the Caterer shall have to bear the entire cost in respect of such breakage. Similarly, the cost of any item missing shall be recovered from the Caterer in full.

#### **7. Kitchen Equipment**

Adequate care shall be taken to keep the kitchen equipment in good condition. The list of kitchen equipment items will be provided at the time of awarding the contract. The cooking range, oven and other kitchen equipment shall be cleaned on a daily basis and kept clear of any spillage of food and oil, at the Caterer's own cost. Any repairs, if required, shall be brought to the notice of the authorized official of BIRD immediately. Repairs on account of mishandling/negligence of workmen shall be carried out by the Caterer at his/her's own cost.

#### **8. Electricity**

Charges for electricity consumed for lights, fans and other electrical appliances shall be borne by BIRD but proper steps shall be taken by the Caterer 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 reserves the right/option to levy penalty on the Caterer in case of wastage of electricity.

### **9. Water supply**

Water required for maintaining the Lounge & Canteen shall be supplied by BIRD. The Caterer 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 well in time to repair the same. In case of water shortage/no supply, the Caterer shall co-operate with BIRD for regulated supply by BIRD. The Caterer shall abide by such instructions, as may be imposed or as may be issued by the appropriate Government, Civic authorities and officials of BIRD or any other person authorised by BIRD regarding consumption of water. BIRD reserves the right/option to levy penalty on the Caterer in case of wastage of water.

### **10. Maintenance of Lounge & Canteen**

The Caterer shall keep the Lounge & Canteen as well as the adjoining space around the Lounge in a clean and tidy condition and use branded detergent to clean and mop these areas. The dining tables and service tables have to be maintained in a clean and neat manner, free of pests. The cleaning and maintenance material like soap, detergent, floor and toilet cleaner, broom, brush, etc required in this regard shall be arranged by the Caterer at his own cost. The Caterer shall not permit the lounge or any portion thereof to be used for residential purposes by any of its employees. It shall be open to any official of BIRD authorized in this behalf to inspect the Lounge or any portion thereof at any time.

### **11. Personal Supervision**

It shall be the Caterer'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** whose name should be informed to BIRD and who shall remain in person on the campus to manage and supervise the catering services properly. The Manager should be conversant in English and Hindi.

### **12. Catering Standards**

- (i) Food and provisions used should be of good quality and must be well established brands as specified in **Annexure D**. Food items & provisions shall be kept stored in closed containers in a hygienic manner. BIRD's officials will have the authority to inspect such articles of food and provisions at any time and will have full powers to order discontinuance of use of such articles of food and provision which are found to be of unsatisfactory standards and/or hygiene.
- (ii) 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.



- (iii) 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 Caterer shall take steps to improve the service if 40% of the participants have rated the food served in a programme as below 'very good'. Also Lounge Committee of BIRD will also rate the food after tasting it on the random basis 2-3 times a month. Lounge Committee will also rate the upkeep and maintenance of Lounge/Canteen/Kitchen. If Lounge Committee unanimously rates the **food** below "Very Good" a penalty of maximum 5% in the bills of programmes of that month will be levied. If Lounge Committee unanimously rates the **upkeep and maintenance** of kitchen, canteen, lounge etc. below "Very Good" a penalty of maximum 2% in the bills of programmes of that month will be levied. The penalty as decided by BIRD shall be final and binding on the Caterer. 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.
- (iv) The Caterer 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 Caterer. BIRD will not pay any fine or penalty that may arise/or that may be imposed on account of the fault of the Caterer. The Caterer 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 may initiate further stringent action, as deemed fit.
- (v) Utensils, cups, saucers, flasks, crockery, cutlery etc. shall be scrubbed and cleaned thoroughly. Kitchen utensils, cutlery, crockery, glassware, linen etc. used in the Lounge & 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 which shall be binding on the Caterer.
- (vi) The Caterer shall ensure that the catering premises are kept neat and clean. A thorough master cleaning of all equipment's, fixtures, utensils shall be carried out by the Caterer every weekend by removing the grime, grease, stains, oil etc. and wiped well with a clean & dry cloth.

### **13. Provisions, fruits, vegetables etc.**

- (i) The Caterer shall be solely and wholly responsible for the procurement of all food articles and provisions at his own cost. The Caterer shall bear complete financial responsibility for all purchases and financial commitments he may enter into for fulfilling the contract.
- (ii) It shall be the responsibility of the Caterer to store the materials purchased by him in a neat, tidy and hygienic manner in the space provided by BIRD. Security of such material shall be the sole responsibility of the Caterer.





- (iii) Quality of food and provisions used shall be of good standard as specified in **Annexure D**. BIRD 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. Suitable refrigerator shall be provided by BIRD for storing perishables. It shall be the responsibility of the Caterer to store the materials in an appropriate and hygienic manner.
- (iv) Raw food items such as vegetable, milk, fish, mutton, chicken, eggs, fruit etc. shall be procured fresh and of good quality as per the BIRD's approval failing which the items shall be rejected and the Caterer shall replace the same with fresh products.
- (v) There shall be no reshuffling of food i.e. leftover food of one meal shall not be served at the next meal.
- (vi) The Caterer 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.
- (vi) Reuse of burnt oil is strictly prohibited. Oil, once used shall not be used again.

#### **14. Complaints and improvements**

The Caterer 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 Caterer 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:

Bed Tea /Coffee, Sugar, Milk Powder Sachets to be provided in Hostel Rooms/VOF. Morning Tea/Coffee – 10:00 AM (To be served in Office)

Classroom Tea – Morning - 11:30 AM (To be served in Classrooms) Afternoon Tea – Afternoon - 03:00 PM (To be served in Office) Classroom Tea – Afternoon – 03:30 PM (To be served in Classrooms) Evening Tea with Snacks – 5:15 PM (To be served in Classrooms)

#### **Dining hall service**

Breakfast	- 08:00 AM – 09:30 AM
Lunch	- 01:00 PM – 02:00PM
Dinner	- 08:00 PM – 09:30 PM



- (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 Caterer shall oblige.
- (iii) The Caterer shall supply and serve wholesome and hygienic meals and snack in accordance with the indicative menu as stated in **Annexure A, Annexure B and Annexure C** at the rates as agreed in the contract.
- (iv) 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.
- (v) Caterer has to provide lunch packet for field visit of the participant.

### **17. Preparation of the Menu**

Menu for each day's breakfast, lunch, evening snacks and dinner shall be drawn up by the Manager every week in advance, as per Annexure A, Annexure B and Annexure C in consultation with the authorized official designated by the BIRD, with due regard to the seasonal requirements, needs and varying tastes of the participants coming to BIRD from different parts of the country. Signed menu shall be enclosed with the bills at the time of submitting the same for payment.

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

If during the progress of a programme any participant does not take any of the services for whole day, no charge shall be levied by Caterer for the service, provided one full day's (24 hrs.) notice of not availing of the services is given to the Caterer by the authorised official of BIRD. In case of any field visit to be organised by BIRD participant may not avail catering services for half day or full day. In such case no payment will be made for half/full day as the case may be. Plan for field visit will be communicated to Caterer one day before the field visit.

### **19. Programme and the day following the end of Programme**

Caterer shall keep the Lounge open and arrange for catering service to such of the participants who arrive on the day previous to the day of commencement of a Programme and leave on the day following the last day of Programme even though such days fall between two Programmes, as they are expected to be present in the hostel on such days.

Charges for such items as partaken of by them shall be calculated at the rates specified for each of the item as per contract

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

If a participant falls ill or is indisposed, they shall be provided with special diet up to the cost of the normal menu, so long as needed by him/her, without any extra charge in lieu of the normal food supplied in the Lounge. The same shall be served in the room of such participants if so required, also without any extra charge. Also if any participant is observing religious fast, they shall be provided with special diet up to the





cost of the normal menu, so long as needed by him/her.

### **21. Subletting of Contract**

The Caterer shall not assign the contract in whole to anyone. However, with the prior express written consent of the BIRD, such portion of the contract for which consent has been given may be assigned. In case of breach of these conditions, the BIRD may serve a notice in writing on the Caterer rescinding the contract whereupon the security deposit shall stand forfeited to the BIRD, without prejudice to remedies against the “caterer”.

### **22. Miscellaneous**

(i) Food shall be cooked only in the kitchen of the Lounge. Caterer shall not bring or serve any food prepared or cooked outside except for biscuits, cookies, branded snacks and sweets. No outsider shall be permitted inside the Hostels and Lounge. Food shall not be served to any outsider, either on payment or free of cost.

(ii) The Caterer shall not carry away any material/item out of the BIRD premises.



### **Part- III**

#### **SCHEDULE OF RATES FOR CATERING SERVICES**

1. The Caterer shall arrange for cooking & services of food/Tea/Snacks on daily basis for any number of participants/office staff 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 10,000 “Trainee Days” per year. This number is indicative and actual number of trainee days may increase/decrease. “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. However, BIRD shall ensure the Caterer minimum number of 30 participants per programme day, during training days. If Number of participants fall short of 30, then BIRD shall compensate @ 50% of normal rate towards shortfall/deficit participants, to the Caterer.
3. However, in case there is no programme for continuous three days, the caterer shall be paid Rs.250/- per day as compensation. Leading/trailing Saturdays/Sundays will not be counted for this purpose. Notwithstanding this, the Caterer’s catering services shall be available throughout the year without any break, for the Faculty and Staff of BIRD for which payment will be made on actual meal/services availed.
4. BIRD has an approximate staff strength of ninety. Tea/Coffee is to be served to the staff twice a day on regular basis on working days (i.e. around 20-22 days in a month) as per Annexure-IV. Apart from that the caterer is to serve Tea/Coffee/Snacks etc., as required, during beyond office hours in working days as well as during extra working hours in holidays on additional payment basis.
5. There might be occasions when no training is conducted during a particular period/month. No payment shall be made for such period. Notwithstanding this, the Caterer’s catering services shall be available throughout the year without any break, for the Faculty, Staff and Guests of the BIRD.
6. 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.
7. Indicative list of menu for various catering packages is given at Annexures A, B & C. Brand and quality of materials to be used to maintain catering standards is given at D. Menu in Annexures A, B & C may be modified/changed by changing/including/excluding any item with mutual consent of BIRD and the caterer.
8. Schedule of rates for various catering packages is given at Annexure-I, II, III & IV. The Rates are without taxes. The Applicable taxes on catering services will be in addition to the rates indicated in the schedules.



9. Customized catering packages for international training programs or special lunch/dinner to be hosted by Director, if any, shall be done, based upon the menu / rates to be mutually decided by the Director or his/ her representative and the “caterer”.

Signed and delivered by the Bankers Institute of Rural Development (BIRD) Lucknow  
by the hands of its authorised officials.

(.....)  
Deputy General Manager  
Admn – BIRD, Lucknow

In the presence of witnesses

(i)

(ii)

Signed and delivered by the Caterer.

(.....)

M/s \_\_\_\_\_

In the presence of witnesses

(i)

(ii)



## **Part-B**

### **Commercial Bid**

To be submitted in a SEPARATE SEALED envelope  
Super-scribed as "COMMERCIAL BID"



### **Price Bid for Catering Services**

1. The Contractor shall arrange for cooking & services of food/Tea/Snacks on daily basis for any number of participants/office staff 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 10,000 “Trainee Days” per year. This number is indicative and actual number of trainee days may increase/ decrease. “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.
3. Apart from that BIRD has an approximate staff strength of 70 Tea/Coffee is to be served to the staff twice a day on regular basis on working days. (Around 20-22 days every month).
4. There might be occasions when no training is conducted during a particular period/month. No payment shall be made in general for such period. Notwithstanding this, the contractor’s catering services shall be available throughout the year without any break, for the Faculty, Staff and Guests of the BIRD, Lucknow. Further, in case of natural disaster/pandemic, compensation may be considered if need arises and amount would be decided mutually.
5. Actual payment will be made based on needs of non programme day on pro rata basis only under circumstances such lockdown/pandemic crisis during which institute is forced to suspend physical program in campus.
6. 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.
7. The bidder shall quote the rates for each item separately as under. Indicative list of menu is given in Annexure A, Annexure B and Annexure C of the Technical Bid.
8. The rates quoted shall be in alignment with the prevailing market rates.



### Annexure-VIII

#### 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.

(i) For **Normal** Training Programmes (As Per Annexure – A)

Sl.	Particulars	Rate (Rs.)	Rate in Words
1	Bed Tea/Coffee		
2	Breakfast		
3	Classroom Tea ( Morning)		
4	Lunch		
5	Classroom Tea (Post lunch)		
6	Evening Tea & Snacks		
7	Dinner		
	<b>Sub Total</b>		

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

Name: \_\_\_\_\_

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

Note: It shall be the responsibility of the contractor to deposit all applicable tax within due time. BIRD reserves the right and may call upon such receipts to its satisfaction. BIRD also reserves the right to withhold any payment in absence of non-submission/noncompliance of any tax/law requirement in vogue.



(ii) For **Special** Training Programmes (As Per Annexure – B)

Sl.	Particulars	Rate (Rs.)	Rate in Words
1	Bed Tea		
2	Breakfast		
3	Toffees		
4	Classroom Tea (Morning)		
5	Lunch		
6	Classroom Tea (Post lunch)		
7	Evening Tea with Snacks		
8	Dinner		
9	Bottled mineral water – 02 nos. of 500 ml.		
	<b>Sub Total</b>		

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

Name: \_\_\_\_\_

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

Note: It shall be the responsibility of the contractor to deposit all applicable tax within due time. BIRD reserves the right and may call upon such receipts to its satisfaction. BIRD also reserves the right to withhold any payment in absence of non-submission/noncompliance of any tax/law requirement in vogue.



(iii) For **International** Programmes (As Per Annexure – C)

Sl.	Particulars	Rate (Rs.)	Rate in Words
1	Bed Tea		
2	Breakfast		
3	Toffees		
4	Classroom Tea (Morning)		
5	Lunch		
6	Classroom Tea (Post lunch)		
7	Evening Tea with Snacks		
8	Dinner		
9	Bottled mineral water – 01 litre in class room & one litre in hostel		
	<b>Sub Total</b>		

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

Name: \_\_\_\_\_

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

Note: It shall be the responsibility of the contractor to deposit all applicable tax within due time. BIRD reserves the right and may call upon such receipts to its satisfaction. BIRD also reserves the right to withhold any payment in absence of non-submission/noncompliance of any tax/law requirement in vogue.





(iv) For **Tea/Coffee** in Office

Sl.	Particulars	Rate (Rs.)	Rate in Words
1	Morning Tea (Tea, Coffee, Butter Milk with Bakery Biscuits/Cookies-01 packet.) (10:00 AM)		
2	Afternoon Tea (Tea, Coffee, Butter Milk (03:00 PM)		
	<b>Sub Total *</b>		

**Note:**

- ✓ Maximum Rs. 20 per serving. Contractor must quote within the permissible limit
- ✓ 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.
- ✓ Tea/Coffee should be served to the Guests staying at BIRD at the rates quoted in (iv) mentioned above.

Value of quote will be calculated based on blow mentioned formula

**0.6 (Subtotal of i) + 0.25 (Subtotal of ii) + 0.10 (Subtotal of iii) + 0.05 (Subtotal of iv)**

Value 'V' = the value of Quote is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

The resulting value of above mentioned expression will be treated as value 'V'

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 above.

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 office seal)

Name: \_\_\_\_\_

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



## Annexure-A

### Indicative Schedule of items - Normal Training Programmes

**I. Bed Tea in Tray** (Tea Bags/Coffee Sachets, Sugar Cubes/Sachets, Dairy Whitener/Milk Powder/ 2 cups tea / coffee freshly made in thermos)

**II. Breakfast (08.00 to 09.30 AM)**

Sr. no	Item	Remarks
<b>Vegetarian</b>		
1	Bread Toast with Jam, Butter	
2	Milk with corn flakes	
3	Idli/Vada/Veg Cutlet/Masala Dosa /Uttapam with chutney and sambhar (Any two items/Poori with Aloo curry Plain Paratha with Curd Chole Bhature)	
4	One Fruit (Banana/Orange/Apple)	
5	Tea/Coffee	
<b>Non Vegetarian</b>		
1	Bread Toast with Jam, Butter	
2	Milk with corn flakes	
3	Idli/Vada/Veg Cutlet/Masala Dosa with chutney and sambhar (Any two items)	
4	Two eggs preparation according to the choice of the trainee	
5	One Fruit (Banana/Orange/Apple)	
6	Tea/Coffee	

**III. Class Room Tea (Morning 11.30 AM to 11.45 AM)**

**IV.** (Tea Bags/Coffee Sachets, Sugar Cubes/Sachets, Dairy Whitener/Milk Powder/ 2 cups tea / coffee freshly made)

**IV. Lunch (01.00 to 02.00 PM)**

Sr. no.	Item	Remarks
1	Soup (Tomato soup, Sweet Corn soup, Vegetable soup, Hot and Sour soup etc.)	
2	One Dry Vegetable	
3	One Vegetable curry	
4	Dal or Sambhar or Rasam	



5	Plain rice, Vegetable fried rice, Jeera rice Vegetable pulao, Lemon rice, Coconut rice, Tamarind rice.	
6	Root/Poori/paratha	
7	Salad, pickle, Papad ,curd	
8	Sweet or Ice Cream or fruits	

**V. Class Room Tea (Post lunch 03.30 PM to 03.45 PM)**

**VI.** ((Tea Bags/Coffee Sachets, Sugar Cubes/Sachets, Dairy  
Whitener/Milk Powder/ 2 cups tea / coffee freshly made)

**VII. Evening Tea with Snacks (5.15 PM)**

(Tea/Coffee/Butter Milk with anyone of below items with sauce-75 gms)

(a) Sabutdana Vada – 80 gms

(b)Dahi Vada – 80gms.

(c) Veg Cutlet – 80 gms.

(d) Vegetable Sandwich with brown bread – 80gms.

(e) Allo Tikki- 2 Nos.

(f) Dhokla with Mint & Khajoor Chutney – 100 gms

All to be shallow fried/air fried.

**VI. Dinner (08.00 to 09.30 PM)**

Sr. no.	Item	Remarks
<b>Vegetarian</b>		
1	Soup (Tomato soup, Sweet Corn soup, Vegetable soup, Hot and Sour soup etc.)	
2	One Vegetable Curry	
3	Special dish of paneer	
4	One dry vegetable	
5	Dal or Sambhar or Rasam	
6	Roti/Poori/paratha	
7	Salad, pickle papad, curd	
8	Sweet or Ice Cream or fruits	
9.	Green Salad (Tomato, Onion, lemon, kheera& carrot)	
<b>Non Vegetarian</b>		
1	Chicken Soup (clear, sweet corn, hot and sou	
2	One Vegetable Curry	
3	One dry vegetable	
4	Dal or Sambhar	
5	Roti/Poori/paratha	
6	Salad, pickle papad, curd	
7	Sweet or Ice Cream or fruits	



8	150 grams of cooked chicken or equal quantity of mutton or fish	
9.	Green Salad (Tomato, Onion, lemon, kheera & carrot)	

The vendors must ensure that quantity of food to participants is fulfilled up to their satisfaction even if serving of food may have to be done in some cases more than the mentioned quantity.



## Annexure B

### Indicative Schedule of items - **Special Training Programmes**

- I. Bed Tea in Tray**  
As per Annexure A
- II. Breakfast (08.00 to 9.30 AM)**  
All items mentioned in Annexure-A (Unlimited quantity) and Juice
- III. Toffees**  
A pack of toffees/candies -8 nos. (Cost Rs. 2/- each)
- IV. Class Room Tea (Morning 11.30 AM to 11.45 AM)**  
As per Annexure A with biscuits
- V. Lunch (01.00 PM to 2.00 PM)**  
All items as in Annexure-A, paneer based curry, one extra salad and non-veg item (unlimited quantity upto trainees satisfaction). Soup with Butter and Bread Sticks
- VI. Class Room Tea (Post lunch 03.30 PM to 03.45 PM)**  
As per Annexure A with biscuits/cookies of good quality salted/sweet
- VII. Evening Tea with Snacks (5.15 PM)**  
As per Annexure A
- VIII. Dinner (08.00 to 09.30 PM)**  
All items as in Annexure-A, special paneer based curry to be different from one served in lunch, one extra salad and non-veg item (unlimited quantity)
- IX. Mineral Water**  
02 nos. of 500 ml. Packaged Drinking Water Bottles in Classrooms. (One in pre-lunch session, one in post-lunch session)

Note: Payment to the caterer for arranging special lunch or dinner to be hosted by BIRD, if any, shall be done, based upon the menu to be decided by the BIRD.



## Annexure C

### Indicative Schedule of items - **International Training Programmes**

**I. Bed Tea in Tray**

As per Annexure A

**II. Breakfast (08.00 to 9.30 AM)**

All items as in Annexure-B (with egg based non-veg continental preparation)

**III. Toffees**

A pack of toffees/candies -8 nos. (Cost Rs. 2/- each)

**IV. Class Room Tea (Morning 11.30 AM to 11.45 AM)**

As per Annexure B

**V. Lunch (01.00 to 02.00 PM)**

Sr. no	Item	Remarks
1	Soup stick with butter and bread sticks	
2	Continental curry (2 types)	
3	Dal or Sambhar	
4	Rice/pulao/noodles	
5	Rot/poori/paratha/bread	
6	Salad (two types)	
7	Continental non-veg curry (3types)	
8	Sweets = 2 types (Continental)	

**VI. Class Room Tea (Post lunch 03.30 PM to 03.45 PM)**

As per Annexure B

**VII. Evening Tea (5.15 PM)**

Coffee/tea with heavy snacks (Sandwich/Patties/Veg. puffs/Cheese Roll etc.)

**VIII. Dinner (08 PM to 9.30 PM)**

All items as in lunch plus coffee.

**IX. Mineral Water**

One litre bottle per participant/per day to be served in class room & also another one litre bottle in hostel rooms per day.

**Note:** Payment to the caterer for arranging special lunch or dinner to be hosted by Director, if any, shall be done, based upon the menu to be decided by the Director or his representative.

Above mentioned Menu in ANNEXURE A, ANNEXURE B & ANNEXURE C may be modified/changed by changing/including/excluding any item with mutual consent of BIRD and the Contractor.



**Annexure D**  
**Brand/Quality of Materials Strictly to Be Used**

<b>Sl.</b>	<b>Item</b>	<b>Brand</b>
1	Rice	Basmati (India Gate/Kohinoor)
2	Dal/Pulses	Tata Sampann/ Fortune/ Rajdhani
3	Cooking Oil	Rice Bran/Sunflower Oil (Saffola, Fortune)
4	Atta	Ashirvad/Pilsburry/Annapurna/FarmFresh/Patanjali /Golden Harvest
5	Pickles	Tops/Mother's Recipe or equivalent
6	Bread	Modern/Britannia/Mr. Brown
7	Butter/Cheese	Amul/Britannia/Mother Dairy
8	Jam	Kissan/Tops
9	Sauce	Kissan/Maggi
10	Milk	Branded pasteurized Milk (Amul/Namastey India/Parag/Mother Dairy)
11	Curd	Freshly prepared
12	Tea Bags	Tajmahal/Lipton/Tetley
13	Biscuits	Britannia/Parle/Sunfeast
14	Cookies	From reputed bakers/ freshly prepared
15	Vegetables	Best Quality fresh from market
16	Fruits	Best Quality fresh from market
17	Ice cream	Amul/TopNTown/Mother Dairy
18	Corn/Wheat Flakes	Kellogs/Nestle
19	Oats	Quaker
20	Chicken/Mutton/Fish	Best Quality fresh meat
21	Masala	MDH/MTR/Everest/Golden harvest/Patanjali
22	Dry Fruits	SAO / Happilo / Tata Sampan / Haldiram or equivalent
23	Tea	Taj mahal/ Bagh Bakri/ Brooke Bond Red label.

The above-mentioned brand list is indicative and caterer must get the brand approved from BIRD before using.