

**Tender for Annual Service Contract for
Catering in Office Canteen & Lounge
of NABARD, Ranchi for the period from 01
March 2023 to 31 March 2025**



**Jharkhand Regional Office
Near PHED Water Tank, Bariatu-Booty Road,
Ranchi, Jharkhand – 834009**

Date of issue of tender document	13 January 2023
Pre Bid Meeting with bidders	18 January 2023 at 02:00 PM
Due date for submission of tender	06 February 2023 by 02:00 PM
Date and time of opening technical bids	06 February 2023 by 03:00 PM
Issue and Opening of Price Bid	Will be communicated to qualified bidders in due course.

TECHNICAL BID

NOTICE INVITING TENDER

Ref.No. NB.JH.DPSP/ 2664 / AMC/ 2022-23

13 January 2023

To
Prospective Bidders

Madam/ Dear Sir

Tender for Annual Maintenance Contract for Catering Service at NABARD, Jharkhand RO, Ranchi from 01 March 2023 to 31 March 2025

1. NABARD invites online tenders from Catering Firms of repute and experience to provide Catering Services in the Officers' and Staff Lounge of NABARD Jharkhand Regional Office located near PHED Water Tank, Bariatu-Booty Road, Ranchi-834009.
2. The bidder shall be a professional contractor in the field of catering with a minimum of **3 years'** experience in providing in-house, multi-cuisine catering (i.e. Veg., Non-Veg., South Indian, North Indian etc.) to establishments of banks, training institutions, financial institutions, corporate sector, Central / State Government offices etc.
- 3. The Vendor / Service Provider should have office in Ranchi.**
4. The Bidder should have a valid FSSAI License to operate as Caterer / Food and Beverage Operator (FBO).
5. Eligible Vendors / Service Providers / Catering Firms who are interested to apply, may download the tender document from any one of these following options - NABARD's website www.nabard.org OR from the Central Public Procurement Portal <https://eprocure.gov.in> for submitting the same duly filled by **1400 Hrs. on 06 February 2023** on <https://nabard.eproc.in/>.
6. The contract shall be for a period of **25 months** w.e.f **01.03.2023 to 31.03.2025**. The contract shall be renewed at the end of each year at the discretion of NABARD subject to satisfactorily performance of the caterer. The continuance of contract will be subject to Performance Review by appropriate authority/committee of NABARD during the agreement period. However, NABARD reserves the right to cancel the contract if the services are found not satisfactory.
7. The Tender will be a 02 bid system wherein the 1st bid will be 'Technical Bid' and 2nd bid will be the 'Price Bid'.
8. EMD - An Earnest Money Deposit (EMD) of Rs. **58,000/- (Rupees fifty eight thousand only)** is required to be deposited through NEFT to the following account :

ACCOUNT NAME	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
ACCOUNT NUMBER	NABADMN38
ACCOUNT TYPE	Current Account
IFS CODE	NBRD00000002
BANK NAME	NABARD
BANK BRANCH	HEAD OFFICE, MUMBAI

9. MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organisations are exempted from submitting the EMD, a copy of the MSE registration certificate needs to be submitted along with the Technical Bid.
10. Further, it may be noted that those Vendor / Service Providers / catering firms, whose technical bid will be found suitable, as per our pre-qualification criteria (given in Schedule I) will only be identified for further tendering process i.e. price bid of those firms will only be opened.
11. Tenders having additional conditions, indicated by the bidders in the price bid, shall be summarily rejected. Also, tenders (both technical and price bid) which are not submitted in NABARD's format will be rejected.
12. **Canteen Service:** Canteen Service to be provided will be an all-inclusive service for meals (breakfast and lunch, cooked and fast foods), non-alcoholic beverages, snacks and other items daily to on-site user, personnel, visitors, or to others as per buyer's specifications and at location specified by buyer. This will function as a 'Price on Demand' Service.

In this service the buyer asks the service provider to quote the rate in INR for the "total menu cost" as mentioned in the bid document, plus the total manpower cost (for the manpower deployed) in the canteen, based on minimum wages. The bidder can quote any rate higher or lower than the estimated "total menu cost" indicated by the buyer. The service provider quoting minimum "total menu cost", plus the minimum manpower cost will be selected for award of this service. The service provider has to upload the total menu cost and the total manpower cost as per the formats in the price bid. The service provider should not quote manpower cost below the prevalent minimum wages, in the prescribed price bid format, otherwise, the tender will be rejected.
13. The pre – qualification criteria and scope of work is enclosed as Schedule I and Schedule II, respectively.
14. NABARD does not bind itself to accept the lowest or any other bid and reserves the right to accept or reject any or all offers without assigning any reasons whatsoever and its decision shall be final and binding for all bidders.

15. The **pre-bid meeting** shall be conducted at **02:00 PM on 18 January 2023** at the following address.

*National Bank for Agriculture and Rural Development
Jharkhand Regional Office
Near PHED Water Tank
Bariatu-Booty Road
Ranchi – 834009*

16. QCBS - The following procedure shall be followed in the event of multiple L1 bidders after opening of Price Bids:

a) Quality and Cost Based Selection criteria shall be incorporated for evaluation wherein multiple L1 bids are received. The work then will be awarded to the bidder having the highest marks in QCBS among the L1 bidders (format of scoring model is given in Annexure-V).

b) Evaluation of marks based on the scoring model will be triggered only when multiple bidders are found to be L1. Accordingly, L1 will be decided based on the highest marks obtained in scoring model based on technical parameter / matrix out of total 50 marks.

c) In case multiple L1 bidders get same marks in QCBS also, then the Purchase Committee of NABARD shall, at their discretion, visit the work sites of the bidders and award marks to the work being carried out at site adopting an objective criteria. The work then shall be awarded to the bidder with highest marks.

d) In case of multiple L1 bidders getting equal marks even after field visits, the final selection shall be done based on draw of lots, as may be decided jointly by the NABARD and select bidders, or by pulling the highest number from a box containing 30 numbers.

17. The execution of Integrity Pact (IP) is a pre-tender requirement and without submission of IP, the tender is liable to be rejected. The details of independent external monitor appointed by CVC is as follows.

Name: Dr. Sanjay Kumar Panda, IAS (Retd)

Address: 515, Ward No.3 Sideswar Sahi, Cuttack City, Odisha 753 008

18. No extension of time will be permitted if the vendor is facing difficulty or facing technical issues in uploading the document at the fag end of the time specified for closure of tender

(A.D.Surin)

Dy. General Manager

Important Information to Bidders

Estimate cost of the work (inclusive of cost of labour, material and other services)	Rs. 29 Lakh (Including GST)
Earnest Money Deposit (EMD)	EMD of Rs. 58,000/- (Rupees fifty eight thousand only) by way of a NEFT to be submitted in following bank account: Name of Account: National Bank for Agriculture and Rural Development Bank Account Number: NABADMN38 IFSC: NBRD00000002 Bank Name: NABARD
Date and place of Pre-Bid meeting	At 14:00 Hrs. on 18 January 2023 at Conference Hall, NABARD, Jharkhand Regional Office, Near PHED Water Tank, Bariatu-Booty Road, Ranchi – 834009 for any queries/ clarifications that the Bidders may need to have in connection with the work / tender and for obtaining relevant information regarding the same. No separate communication will be sent for this meeting. The tenderers are expected to get all the issues/doubts clarified during this meeting.
Last date of submission of Bids	06 February 2023 up to 14.00 Hrs (On GEM Portal Only)
Date and time of opening of Technical Bids	06 February 2023 15:00 hrs (On https://nabard.eproc.in/)
Date of Commencement of contract	01 March 2023
Security Deposit / Performance Bank Guarantee	Rs 1,45,000/- (Rupees one lakh forty five thousand only)
Validity of the tender	90 days from the date of opening of price Bid
All disputes arising shall be subject to the jurisdiction of courts in	Ranchi
Contact person for communication in connection with this tender	Shri Suman Chatterjee, Manager Mob: 9804343294 Email: dpsp.ranchi@nabard.org
The NABARD reserves the right to accept or reject any or all Bids without assigning any reasons. No Bidder shall have any cause of action or claim against NABARD for rejection of his Bid.	
All information submitted in response to this tender shall be the property of NABARD.	

Seal & Signature of the Bidder

FORM OF TENDER

(To be submitted in bidder's letterhead)

The Chief General Manager

National Bank for Agriculture and Rural Development

Jharkhand Regional Office

Near PHED Water Tank,

Bariatu-Booty Road,

Ranchi, Jharkhand -834009

Dear Sir/Madam

“Tender for Annual Maintenance Contract for Catering Service at NABARD, Jharkhand RO, Ranchi from 01 March 2023 to 31 March 2025”.

1. I / We have examined the Scope of Works, Schedule of Quantities and Terms and Conditions relating to the tender for the said works after having obtained the Tender document invited by you and submit our offer for the catering services in office lounge of NABARD, Jharkhand RO, Ranchi.
2. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
3. I / We agree to deposit interest-free EMD through NEFT and enclose the transaction report in the technical bid.
4. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Schedule of Quantities in all respects as per the specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.
5. In the event of this tender being accepted, I/We agree to enter into and execute the prescribed Agreement with NABARD as per the prescribed format.
6. The rates quoted by me/us, excepting for the items where payment is for supply of skilled/semi-skilled/unskilled labour, are firm and shall not be subjected to variations on account of fluctuation in the market rates, or any other reasons whatsoever for the captioned period. The payment of items in respect of skilled / semi-skilled/ unskilled labour will be revised as per the periodical revision in minimum wages published by State / Central Govt. from time to time.

7. I / We agree to deposit all taxes, levies, Cess etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. I/We agree to pay all Government (Central and State) Taxes such as Excise Duty, Income Tax, GST, contribution to EPF & ESI (wherever applicable)etc. and other taxes prevailing from time to time. Rates exclude taxes and valid for the currency of the contract. Even if the contracts are extended, the rates will not be changed by us.

8. I /we further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted. I/We will be responsible for any legal/Quasi legal matters arise due to non-compliance of statutory obligations, and indemnify NABARD from any complications and all expenditure in this regard will be borne by me/us.

9. We hereby certify that all the statements made and information supplied in the tender Document and accompanying statements are true and correct.

10. Should this tender be accepted, I / we hereby agree to abide by and fulfil all the Terms and Conditions and Provisions of the said Contract Document annexed hereto.

Name of the person/s authorized to sign and submit the Tender

I).....

II).....

Yours faithfully

Place

Date

Signature

Seal

Schedule I
(Pre-Qualification Criteria)

1. Vendor should have a valid **FSSAI** License to operate as Caterer / FBO in the Vendor / Service Provider's own name and should comply with all the laws and regulations relating to preparation and sale of foodstuffs, beverages and refreshments. Vendor shall keep such license duly validated and / or renewed from time to time at his own expenses.
2. The vendor shall be a professional contractor in the field of catering with a minimum **of 03 years'** experience in providing in-house, multi-cuisine catering (i.e. Veg., Non-Veg., South Indian, and North Indian etc.) services to establishments of banks, training institutions, financial institutions, corporate sector, Central / State Government offices etc.
3. A Committee of Officials of NABARD may visit all the locations where the Vendor / Service Provider is providing its services to evaluate, quality and verify the claims stated in the technical bid document. The Vendor / Service Providers who will satisfy the criteria will only be considered for further tendering process and their price bid will be opened.
4. Vendor should have experience of executing **one** similar work costing not less than **Rs. 23.2 lakh** OR **two** similar works each costing not less than **Rs. 17.4 lakh** OR **three** similar works each costing not less than **Rs. 11.6 lakh** in the last three financial years (i.e. 2019-20 2020-21 and 2021-2022) in Govt. Departments/PSUs/Banks/Reputed Corporate Organizations.
5. **The Vendor / Service Provider should have office in Ranchi.**
6. Vendor should have achieved average annual turnover of **Rs. 29.00 lakh** or more during last three financial years (i.e. 2019-20 2020-21 and 2021-2022) and should have made profits in these financial years. Documentary evidences (Audited Financial Statements of last **3 financial** years and Income Tax Return statements) in support of this should be submitted with Technical Bid.
7. Vendor should have applicable **Tax registrations (PAN, GSTIN, Statutory obligations as applicable.)** and also registration with Labour Department etc., supported with documentary evidence and licenses, permissions, approvals issued by Labour enforcement and other statutory authorities, wherever applicable.
8. The Vendor / Service Provider should have sufficient number of qualified, competent and well-trained staff for cooking, dining, cleaning and room services.
9. The track record of the Vendor / Service Providers should be clean and it should not have any involvement in illegal activities or financial frauds and declaration to this effect should be made by the vendor.
10. **All the bidders are required to submit the Integrity Pact as per format enclosed as Annexure III document on Rs. 200/- non-judicial stamp paper.**
11. Format A to G of Annexure II must be duly filled in and submitted with the technical bid.
12. Proof of satisfying all the pre-qualification criteria should be attached with the technical bid.

General instruction to Bidders

1. Rates quoted should be workable and should be duly indicated in the Price Bid. If price is indicated in the Technical Bid, the bid shall be summarily rejected.
2. When there is a difference between the rates in figures and in words the rate that corresponds to the amounts worked out by the Contractor shall be taken as correct.
3. When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.
4. Vendor should submit the copy of each of the following documents in the following order.
 - A. Company/Partnership Firm/Proprietorship Firm etc. Registration Certificate
 - B. Articles of Association/Memorandum of Association/ partnership deed/ any other relevant document showing composition of the firm
 - C. Documents supporting Address Proof (Both for Registered office Address as well as local office)
 - D. MSME Registration Certificate (if applicable)
 - E. PAN
 - F. FSSAI License
 - G. GSTN Registration
 - H. Registration under Contract Labour Act/Labour Department
 - I. Particulars of bankers & Bank account details.
 - J. List of eligible works executed during last 03 years
 - K. Details of works on hand
 - L. Details of work experience shall be supported by work orders and corresponding satisfactory completion certificates.
 - M. The client-wise names of similar work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished.
 - N. Audited final accounts of the business of the contractor for last 3 years (2019-20, 2020-21 and 2021-22) duly certified by a Chartered Accountant / Certificate of Turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years. If required, original certificates shall be produced for verification by the tenderer and will be returned after verification.
 - O. Solvency Certificate (Draft Format attached)
5. The staff deployed by the firm at site should have adequate experience and knowledge in their respective works.
6. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies.
7. The firms which do not fulfil prequalification criteria shall not be considered for selection and award of work.

8. NABARD reserves the right to verify any or all the documents furnished by the Tenderers with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof
9. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax and GST Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.
10. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
11. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to NABARD or any other authority under law.
12. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees /agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.
13. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed by the Contractor if they sustain any injury etc., while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act for any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and third party liability insurance) for his employees at his cost and should be responsible for the safety of persons employed by him and third party. The original Insurance Policy should be submitted to NABARD.
14. Contractor shall agree to execute an agreement with NABARD as per format given in Annexure IV within 15 days of award of contract.

DECLARATION BY THE CONTRACTOR

We / I have read and understood all the instructions / conditions made above and we / I have taken into account the above Instructions / Terms and Conditions while quoting the rates. We / I accept all the above Terms and Conditions without any reservation, in all respects.

Place:

(Signature of the Tenderer)

Date

Name and Address

Seal:

Schedule II
(Scope of Work)

1. Vendor/Service Provider is required to provide all kinds of catering services to the Staff Members/Officers'/official visitors / guests at **NABARD Jharkhand Regional Office located near PHED Water Tank, Bariatu-Booty Road, Ranchi – 834009.**
2. The required services include providing Tea/Coffee/Green Tea to all the Staff members /Officers on all the working days and as and when required.
3. Providing Tea/Breakfast/Lunch to the staff members/officers on their demand.
4. Supply of Tea/Coffee/High Tea/Snacks/Lunch/Dinner in the official meetings/ other occasions, conducted by NABARD from time to time.
5. Conference Catering for the High Level Meetings and Conferences hosted by NABARD will also be done by the Vendor / Service Provider.
6. Bank will fix the menu of breakfast, lunch and dinner in consultation with the Vendor and Lounge Committee of the bank.
7. The rates for services are below:-
 - (a) Tea/Coffee/Green Tea, Cookies/Biscuits (Bills Will be paid by NABARD on actual basis)
 - (b) Breakfast – As quoted by vendor (Bills shall be paid by individual staff)
 - (c) Standard Lunch (Daily)- As quoted by vendor (Bills shall be paid by individual staff)
 - (d) Executive Lunch Veg/Non-veg - As quoted by vendor (Bills Will be paid by NABARD on actual basis)
 - (e) High Tea for official meetings – As quoted by vendor (Bills Will be paid by NABARD on actual basis)
 - (f) Tea/ Meals need to be served to staff/officers in the official meetings and shall be decided by the Lounge Committee of the Bank in consultation with the Vendor
8. NABARD regularly holds various meetings / conferences / seminars etc. in its premises. In some occasions, the attendees are State level/national & international dignitaries of high stature. The rate for serving special lunch / dinner on these occasions/ high level meetings will be negotiated with the Vendor / Service Provider and rate will be fixed.
9. The Vendor / Service Provider will be required to provide a full cup (150 ml) of Tea / Coffee / Green Tea along with snacks/biscuits to all the officers **twice a day** on all working days for which payment on monthly basis will be made by **NABARD**. For the purpose of serving Tea/Coffee, the vendor shall install at his own cost **two**

Tea/Coffee vending machines of reputed brand (Nescafe/Café Coffee Day) in the office and take care of supply of original ingredients of the said brand and maintenance of the machines. Per cup cost of tea/coffee along with cookies/biscuits shall be capped at Rs. 15/-.

10. For arriving at monthly tea bill, total working days per month will be taken as **22** days multiplied by the total number of officers/ staff actually present. The number of officers will be reviewed on half yearly basis (**January and July every year**) and intimated to the vendor/ service provider. The Bank reserves the right to review this and make changes charges, if required and the contractor will be paid accordingly.
11. Bills for Tea/Catering services provided in the meetings, functions, programmes, events **organized by NABARD will be settled as per the menu and rates fixed by the Lounge Committee** as agreed by the contractor.
12. Tea/Breakfast/Lunch supplied to the staff members/officers on their demand (Except official meetings, functions, programmes) will be paid to the vendor directly by the staff/officer concerned for tea/snacks/food items consumed by them.
13. For the purpose of preparing Tea/Snacks/Lunch/Dinner etc., NABARD will provide required space **for kitchens / dining and crockeries / kitchen equipment and furniture in the dining areas. NABARD will also provide water and electricity free of cost.** While quoting rates, this aspect may specifically be taken into account. The contractor will not be allowed to use induction cooktops and heaters.
14. Vendors are advised to inspect the site/nature of service required in this regard and satisfy themselves before submitting their bids. However, no visits will be allowed after the pre – bid meeting. The vendor shall be deemed to have full knowledge of the site/nature of services to be provided, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.
15. The Vendor / Service Provider will source food ingredients etc., at their cost, prepare the prescribed type of food items and in quantities as approved by NABARD, in NABARD's specified space in its premises and serve the same in designated dining area / cabins/ conference halls in a hygienic manner The Vendor / Service Provider shall not prepare or serve any other item without prior approval of NABARD.
16. The Vendor / Service Provider shall ensure that the food shall be good, wholesome and of high quality and the ingredients like cooking oil, spices and other ingredients etc., shall be branded (should have ISI /Agmark). Moreover, before using the raw materials and other ingredients for cooking, the Vendor / Service Provider shall ensure their quality and wholesomeness.
17. NABARD through its authorised representatives shall have the authority to carry out tests and checks at their convenience, the raw materials, ingredients used for cooking, cooking arrangements and the finished eatables and will have absolute right to reject

the cooked or raw items if they do not meet the required standard at its sole discretion and the same would be destroyed at the cost of the Vendor / Service Provider.

18. Vegetarian and non – vegetarian cooking shall be done separately. (Separate Utensils will be provided by Bank)
19. **Tea / Snacks / Lunch Timings** – Officers/ Staff members would be served tea / snacks / lunch as per the following timings :
 - a. Breakfast 0915 hrs to 1100hrs (On Payment Basis by concerned employee)
 - b. Timings for tea Service - 09:30 Hrs to 11:00 Hrs and 15:00 Hrs to 16:30 Hrs.
 - c. Timings for service of Lunch in Officers' Lounge and Dining Room - 13:00 Hrs to 14:00 Hrs. (On Payment Basis by concerned employees)
20. The Officials and staff of NABARD are required to work at times on weekends and Public Holidays. **The Vendor / Service Provider will have to provide catering services to these Officials as per need.**
21. NABARD reserve the right to change the above timings as and when required. Vendor / Service Provider will have to ensure that the timings changed by NABARD are adhered to.
22. The Vendor / Service Provider will have to depute sufficient number of service staff to ensure service of Tea/Coffee to senior Officers in cabins during office time as and when required by them during the day.
23. In order to ensure delivery of timely and quality services, the Vendor / Service Provider is required to engage the following manpower on Minimum Wages for uninterrupted services of different category. The Staff deployed should be qualified and experienced.
 - (i) Cook-cum-Canteen Manager – (Skilled) - One Person
 - (ii) Asst. Cook (Semi-skilled) – One Person
 - (iii) Service Boys - (Unskilled) - Two Persons

Note: (i) Wages will be revised based on revision in minimum wages notified by Central Govt. or State Govt., whichever is higher; (ii) For calculation of wage cost, bidder has to consider 26 days a month for manpower deployed and minimum wages for skilled @Rs.788/- per day, semiskilled @ Rs. 671/- per day and unskilled labours @ Rs. 595/- per day (as amended from time to time) in addition to statutory payments as per prevailing law. (iii) Monthly payments will be made based on the bills submitted by the Contractor and certified by the concerned ACT/Site Supervisor to the effect that the works / complaints recorded in the registers/software are attended and rectified as per the scope of the work. The Contractor has to get the Signature of the ACT/CT (Assistant Caretaker/ Caretaker) after completion of the respective works on the formats given for respective work and should submit all these with the bill. Payments will be made only

after producing the E-payment sheets (both in soft and hard form) and wage register for countersigning by NABARD and successful deposit/transfer of dues to EPFO & ESI (wherever applicable) including of any other statutory requirement in force from time to time. (iv) Contractors shall, wherever applicable, pay Bonus at Govt. approved rate (prevailing rate @ 8.33% of Minimum Wages) to the eligible contract workers and the same is payable to contractor on reimbursement basis on production of proof of payment. The ACT/CT will maintain a muster to record the attendance of its employees on daily basis.

24. The estimated Annual Cost of Canteen Service is derived as follows. Please note that the food rates are tentative in nature.

For estimating the Annual Cost, the following are assumed; which are subject to fluctuation and only for giving a rough estimate to the bidders.

- i. No of employees/staff/visitors to be served per day = 60
- ii. No of days per month for Canteen Service = 22
- iii. No of employees/staff to avail breakfast/ lunch/evening snacks facility per day = 15
- iv. No of executive lunch per month (with average participation of 25 persons) = 5
- v. No of high tea per month (with average participation of 25 persons) = 10

Sr. No.	Component	Calculated amount per month (Rupees)	Amount Per Year (Rupees)
1	Regular Manpower Deployment on Minimum Wages (01 Skilled, 01 Semi-skilled, 02 Unskilled) (To be paid by NABARD on monthly basis)	$[\{788+671+(595*2)\} * 26 \text{ days}] + \{1950*4\} EPFO + 2238 ESI = 78912 + 3164 \text{ (Service Charge @ min. 4.01\%)} + 14774 \text{ (GST@18\%)} = 96850$	1162200
2	Tea/Coffee/Green Tea/ with cookies/biscuits to be served to employees/staff / visitors on regular basis (2 times a day) (To be paid by NABARD on monthly basis)	$30*60*22 = 39600$ (Rs. 30 per day per person for two cups inc. GST)	475200
3	Serving Breakfast and Lunch to employees/staff on regular basis (To be paid by employees/staff on actual basis)	$(40+80+20)*15*22=46200$ (Rs. 40 for breakfast, Rs. 80 for lunch and Rs. 20 for evening snacks per day per person inc. GST)	554400
4	Serving Executive Lunch for workshops/ meetings / seminars	$300*25*5=37500$ (Rs. 300 per plate inc. GST)	450000

	organized at NABARD Office (To be paid by NABARD on actual basis on production of bills)**		
5	Serving High Tea for workshops/ meetings / seminars organized at NABARD Office (To be paid by NABARD on actual basis on production of bills)**	100*25*10=25000 (Rs. 100 per plate inc. GST)	300000
Total (including taxes)			2941800
**The Contractor to deploy additional manpower for serving Executive Lunch/ High Tea as per requirement. No additional cost shall be borne by NABARD for deployment of such additional manpower.			

25. Kitchen Cleanliness and Hygiene :

- a. The Vendor / Service Provider shall ensure that the food is cooked in the prescribed kitchens. Highest standard of hygiene is to be maintained. The cleanliness and maintenance of the utensils used for cooking is to be strictly ensured besides proper maintenance of fridge, water cooler etc. The Vendor / **Service Provider will have to bear the cost of cleaning materials.** The Vendor / Service Provider is required to **ensure use of quality cleaning materials.**
 - b. The vendor shall take full responsibility of cleaning and upkeep of entire lounge and dining area.
 - c. The Vendor / Service Provider has to ensure that every day before and after operations, the pantry / dining halls / dishes and all the crockery and cutlery are cleaned and kept in order before closing of the day.
 - d. The Vendor / Service Provider has to ensure proper disposal of waste and take care to see that the outlets / ducts provided in the kitchen are not blocked / damaged etc.
26. The Vendor / Service Provider will be responsible for removal of the garbage and keeping the assigned premises neat and clean.
27. The staff should be properly dressed (T- Shirt/Shirt With vendors Logo, Shoes, headgear and hand gloves) in neat and tidy uniform. They will also wear facemask, if advised by NABARD. They shall be courteous, well-mannered and attentive. They should be conversant with the tenets of the trade.

28. Vendor shall provide two sets of uniforms to employees engaged by him at his own cost. No reimbursement shall be done by bank.

Quality Assurance

29. The Vendor / Service Provider shall purchase and keep the raw materials stock of **maximum 7 days** required for the preparation of various items, including the controlled items of good quality at his own cost. The Vendor / Service Provider shall abide by the local Government laws relating to stocking of food grains, sale of food etc. and shall obtain the necessary licences from the competent authority, where applicable. NABARD at its discretion through its authorised representative may check the stock position of all the items to see that the above is being complied by the Vendor / Service Provider.
30. NABARD and the contractor shall be absolved of their liability in case of force majeure events i.e. unexpected circumstances outside of a contracting party's reasonable control that, having arisen, prevent it from or delay it in performing its contractual obligations.
31. The Vendor / Service Provider will ensure supply of quality items of food / sweets etc. In case of unsatisfactory / unhygienic quality of food items or lapses in service or any breakage / shortage in crockery/cutlery etc., deductions will be made as penalty which will be solely decided by NABARD. The amount of penalty would be decided by NABARD on each occasion and will be final, conclusive and binding. In case of continuous lapses on part of the contractor, NABARD shall reserve the right to terminate the contract at any time giving notice of one month.
32. The kitchen will be under the constant supervision of NABARD and any lapse will be viewed seriously. Good quality branded raw materials are to be used for the preparation of food.
33. **Mandatory Requirement**
- (i) The bidder shall hold valid license under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and shall fulfil all conditions required under the Act/Rules as amended from time to time.
 - (ii) The bidder shall, irrespective of number of persons employed, be registered under the relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 respectively.
 - (iii) The bidder shall be registered with Income Tax and Goods & Services Tax (GST) authorities.
 - (iv) An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax to be submitted.
 - (v) Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.
 - (vi) Non-compliance of any of the conditions (i to v) mentioned above by the bidder will amount to non-eligibility for the service for which tender has been invited and such bids shall be summarily rejected.

Annexure- I

Indicative Menu of Tea/Breakfast/Snacks/Lunch/Dinner etc. (Vendors needs to quote rates. Final Menu will be decided by the Lounge Committee of NABARD)

A. Indicative Menu at Officers' Lounge & Dining Room (OLDR) for Meetings / Workshops/ Seminars/ etc.

(i) Breakfast Menu

- (a) Bread - omelette four piece of Bread and two eggs
- (b) 2 Stuffed Paratha+ Pickles+Sauce+ Curd
- (c) 5 Puri+bhaji + Pickle
- (d) 2 Chola Bhatora + Pickle
- (e) Bread toast with butter/ Jam two piece
- (f) Poha per plate
- (g) 4 Idly + Sambar + Chutney
- (h) 2 Dosa + Sambar + Chutney/ Rawa Uttapam + Sambar +Chutney
- (i) Cornflakes (15 gm) with hot/cold Milk (200ml)

(ii) Menu for Standard Lunch

- (a) Roti/ Puri
- (b) Plain Rice (The Vendor / Service Providers may also serve different types of Pulaos. For pulao's the rice to be used should be of good Quality Basmati Rice)
- (c) Dal/ Dal Makhani/ Chana Masala (any one dal for menu)
- (d) Dry Vegetables/ Mix Vegetables / Seasonal Vegetables (Two, of which One dry vegetable)
- (e) Boondi Raita/ Mix Raita/ Plain Curd
- (f) Sweet (Rasgulla/ Ice Cream)
- (g) Accompaniments(such as Papad, Pickle, Salads)
- (h) For Non Veg Chicken Curry/fish curry/Chicken Masala/Fish masala (any one -2 pcs)

Note: For actual serving, only one of the options in each category has to be served

(iii) Menu for Executive Lunch (Veg & Non Veg)

- a. Veg Clear Soup/ Tomato Cream Soup/ Sweet Corn Soup/ Veg Mix Soup/ Veg Manchow Soup

- b. Roti/ Puri/ Lachha Pratha/ Green Puri/ Bhatura
- c. Plain Rice/ Jeera Rice/ Veg Pulao/Peas Pulao/ Fried Rice/ Navratan Pulao
(The Vendor / Service Provider may also serve different types of Pulaos. For pulaos the rice to be used should be of good Quality Basmati Rice)
- d. Dal/ Dal Makhani/ Chana Masala/ Yellow Dal/ Mix Dal/ Rajma/ Dal Handi
- e. Gajar Matar Beans/ Mix Veg/ Aloo Gobi/ Keema Matar/ Matar Mushroom/
Palak Chana/ Cheese Kofta/ Palak Corn
- f. Dry Vegetables/ Mix Vegetables/ Seasonal vegetables
- g. Shahi Paneer/ Matar Paneer/ Chilli Paneer/ Palak Paneer/ Paneer do pyaza
- h. Pineapple Raita/ Boondi Raita/ Mix Raita/ Plain Curd/ Pudina Curd
- i. Accompaniments (such as Papad- Roasted/ Fried, Pickle, Salads – Green salad, Russian salad/ Macaroni salad/ Dry salad)
- j. Sweet (Rasgulla/ Gulag Jamun/ Ice Cream/ Kheer/ Seviyan/ Fruit cream/
Gajrela)

Indicative Non-veg items: (Chilly Chicken/ Masala Chicken / Butter Chicken / Methi Chicken / Karahai Chicken / Chicken Do Pyaza) + (Fish Curry / Fish Fry)

Note: - For actual serving, only one of the options in each category and two options each from **Sr No b, h & j** and from the salad options have to be served.

Note:

(a) Adequate quantity of tooth pick and mouth fresheners shall be kept on the centre table daily and paper napkin will be supplied

(b) Changes of Menu items can be made in consultation with the Lounge Supervisor / department/ Lounge Committee.

(c) Oil used for the preparation of the food items will be branded groundnut oil / Mustard oil or as specified by the Bank from time to time

(d) Ingredients/ Raw material Used in preparation of food should be branded (ISI/Agmark only)

(iv) Indicative Menu for Snacks (Veg)

Snacks in the Officers' Lounge & Dining Room for Meetings/workshops/ Seminars etc.

The Vendor / Service Provider would be required to serve snacks & tea required in Meetings/ Seminars/ Workshops etc. as and when such meetings are held.

The illustrative menu items could be: -

- a. Bread Pakoda/ Samosa/ wafers -[Any one item]

- b. Pastries/ Patties- [Any one item]
- c. Roasted cashew nuts(10 pieces)/ Roasted almonds(10 pieces) - [Any one item]
- d. Bakery biscuits plain/salted -[Two sweet & two salted]
- e. Biscuit- sweet/ salted -[Two sweet & two salted]
- f. Real Juice – 01 Glass (Big)
- g. Cold drinks -01
- h. Cut Fruits – (03 seasonal fruit)
- i. Mineral water – small (200 ml)/ big (500 ml)

Note: The above mentioned menu is indicative. The caterer is also required to provide breakfast/ lunch to officers desirous of having the same on a day to day basis and bill them individually.

Annexure - II

Format-A

Draft FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information

M/s..... having address as reproduced below, a customer of our Bank are/is respectable and can be treated as good for any engagement up to a limit of Rs 29 lakh (Rupees Twenty Nine Lakh only). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)

For the Bank

Note:

1. Bankers' certificates should be addressed to Chief General Manager, NABARD Jharkhand Regional Office, near PHED Water Tank, Bariatu-Booty Road, Ranchi – 834009.
2. In case of successful Bidder being partnership firm, certificate to include names of all partners as recorded with the Bank

Format-B

Annual Turnover during last 3 Financial Years: -

Year	Turnover (Rs)	Page Number in the Attached Annexure
2019-20		
2020-21		
2021-22		

Format-C

Sr. No.	Name of Personnel / Staff / Employee of Vendor	Academic Qualification	Experience in Catering Service (No. of Years/Months)

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Format-D

Details of empanelment of the vendor with other banks / Govt. Depts./Organisations for Catering Work

Sr. No.	Name of the Organisation where the vendor is empanelled for providing catering services	Category under which empanelled (Financial limit up to which amt. contract may be awarded)	Date up to which empanelment is valid

Format-E

DECLARATION

To whomsoever it may concerned

I/We, hereby declare that neither our firm/company nor the proprietor / any partner / any director of our firm/company is involved in any illegal activities or financial frauds. I/We also declare that there is no FIR / court case pending against us under court of law.

(Signature)

Proprietor / Director / Authorized Signatory

Name of the Firm/Company

Date

Format-F

Past & Present Experience

- (i) Name of the Banks / Organisations / Corporations / Departments where the vendor has past experience of **Catering Services** along with Name, Designation & Contact details of the key person of those organisations

S. No.	Name of the organization	Location of work	Contract Amount (Rs)	Name and contact number of contact person from that Organisation

Please note that the details furnished should be for Annual Maintenance Contracts of similar nature (Catering Services) only

(ii) List of important works on hand costing **Rs. 11.6 lakh** and above (annually) with experience in executing works of similar work i.e. **Catering Services**

S. No	Name of the organization	Location of work	Contract Amount (Rs)	Name and contact number of contact person from that Organisation

Format-G

Electronic Payment details of the contractor/ service provider

1	Name of the account holder (As appearing in the Bank account)	
2	Address of the Account Holder	
3	Name of the Bank	
4	Name of the Branch	
5	Account number	
6	RTGS/ NEFT/ IFS Code	
7	Type of account (Savings, current, etc.)	
8	PAN Number	
9	GSTN Number	

10	Email id	
11	Contact Number	

- ☐ Format A-to G duly filled to be submitted along with tender documents, in absence of which tender is liable for rejection.

Annexure III:

PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 200 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for catering services in office lounge of NABARD, Jharkhand Regional Office, Ranchi. 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 representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Regional Office of the Principal, i.e. Ranchi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & on behalf of the Bidder/Contractor)
(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure IV:
Draft ARTICLES OF AGREEMENT
(On Non-judicial stamp paper of ₹200/-)

AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

THIS AGREEMENT is made at Ranchi on this day of _____ 2023

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Jharkhand Regional Office at Near PHED Water Tank, Bariatu-Booty Road, Ranchi-834009, hereinafter referred to as “**NABARD**” (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the **ONE PART**

AND

M/s., a firm/society/company registered/incorporated under the Companies Act, 1956 Act and having its registered office athereinafter referred to as the ‘**Contractor**’ which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, liquidators, administrators and assigns) of the **OTHER PART**.

*(NABARD and the Contractor are collectively hereinafter referred to as “**the parties**”)*

WHEREAS

(1) NABARD, being desirous of outsourcing the works relating to Annual Maintenance contract for catering services of its premises at Near PHED Water Tank, Bariatu-Booty Road, Ranchi-834009 (hereinafter collectively referred to as “the said Premises”) for the period 01.02.2023 to 31.03.2025, had, vide its letter **No.dated**, issued a “Notice Inviting Tender” (hereinafter referred to as “the NIT”) inviting bids for providing the said works at the said Premises. A copy of the NIT is annexed herewith as “Annexure 1” and to be read as part and parcel of this Agreement.

(2) The Contractor had, vide its letter **dated**, submitted its Tender for undertaking the said works at the said Premises.

(3) NABARD, vide its Letters of **Intent No.dated** had selected the Contractor for carrying out the said works at the said Premises.

(4) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The contract shall commence from 01.02.2023 and shall continue till 31.03.2025 unless it is curtailed or terminated by NABARD owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc. NABARD shall pay a sum of **Rs..... lakh for the said period** to the Contractor for carrying out the said works in the said Premises as per the details given in

Scope of Work in the tender. The rate will remain fixed throughout the entire period of contract i.e. till 31.03.2025 and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries and wages that may be levied, imposed, charged, paid or incurred by the Contractor. In case of payment of supply of skilled/semiskilled/unskilled labour, the rates will be revised proportionately as per the revision in minimum wages as announced by State/Central Govt. whose rates are adopted. NABARD will make payments only after the satisfactory completion of the periodic services on monthly / quarterly basis as indicated in the tender document.

The contractor will implement and operationalise web based / app based complaint registration system if supplied by NABARD. No payment will be made by NABARD to the contractor in this regard.

2. The contract may be extended for further period/s after the expiry of the initial period i.e. 31.03.2023 as indicated in the tender document. NABARD shall, in that event, make a request in writing in this behalf to the Contractor one month prior to the expiry of the current contract/extended contract and upon such request, the Contractor shall provide the said works at the said Premises, on the same terms and conditions or with some addition /deletion/modification, for a further specific period, mutually agreed upon by the parties.
3. The Contractor should carry out the rotation of its deployed personnel within its client organizations during the contract period.
4. The Contractor should make discreet inquiries about the character and antecedents of the persons whom they are deploying in NABARD. The Contractor shall ensure that the individuals deployed in NABARD satisfy the minimum technical and educational qualifications as mentioned in the tender document.
5. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in NABARD by:-
 - i) List of individuals deployed ii) Bio-Data containing educational qualifications and previous experience/s, date of birth, etc. iii) Certification of verification of antecedents of persons by local Police authority. iv) Identity Cards bearing photograph.
6. The number of manpower required will be purely based on the requirement at site. The minimum requirement of manpower is indicated in Annexure I of the tender document. No additional payment shall be made if the contractor keeps more staff for completing the pending work or if minimum staff strength is not able to perform satisfactorily as per the contract provision. All deployed manpower shall wear Identity card/s provided by the office every day during working hours.

NABARD shall have discretion to change the scope of work and deployment of number of manpower whenever required.
7. The said works at the said Premises, which will be entrusted to the Contractor from time to time by NABARD, are to be rendered without causing any hindrance or disturbance to any staff member of the NABARD working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.
8. The Contractor shall, for all intents and purposes, be the “Employer” within the meaning of different labour legislation in respect of manpower so employed by him and deployed in NABARD and the manpower so employed by him and deployed in NABARD shall

remain under the overall control and supervision of the Contractor. The persons deployed by the Contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The Contractor's personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

9. The Contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required for carrying out the said works in the said Premises in accordance with this Agreement. The Contractor shall also inform and assist NABARD in procuring any registration, permissions or approvals, which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act 1970 and the Rules and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and / or renewed from time to time throughout the currency of this Agreement.
10. All persons deployed by the Contractor in NABARD will be subjected to security check by the NABARD while entering and leaving the premises. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.
11. The Contractor shall attend to complaints relating to the said work received from the employees of the NABARD and shall devise a system whereby such complaints when brought to the notice of the Contractor will be attended promptly by him or his employees concerned.
12. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. NABARD shall, in no way be responsible for settlement of such issues whatsoever.
13. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions/duties, or for payment towards any compensation.
14. The Contractor shall keep NABARD indemnified against all claims whatsoever in respect of the manpower deployed by it in NABARD. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to NABARD or any person authorized by NABARD, on demand. Further, the Contractor will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.
15. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in NABARD. It will be the responsibility of the contractor for disposal of debris to the approved dumping ground and NABARD will have no liability in this regard.

16. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, and Sweater to the persons employed by it and necessary tools, equipment and machinery for carrying out the said works at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.
17. The Contractor, wherever and whatever material is provided by NABARD, shall use it properly. Any improper use leading to wastage / pilferage shall be made good by the Contractor to NABARD.
18. NABARD will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Contractors vehicles or vehicles of the personnel of the Contractor. NABARD will not be under any liability to pay any compensation to the persons deployed by the Contractor if they sustain any injury etc., while discharging the duties in the said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to NABARD.
19. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, administrative/ organizational matters as all are of confidential/secret nature.
20. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD.
21. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.
22. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the Officer-in-charge of Department of Premises, Security and Procurement, Head Office NABARD so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
23. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and NABARD will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of NABARD. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.
24. The Contractor, upon receiving a notice from NABARD, shall replace immediately any of its personnel who is found unacceptable to NABARD because of security risks, incompetence/conflict of interest/misconduct.

25. In case, the manpower deployed by the Contractor commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Contractor will be liable to take appropriate disciplinary action against such persons, and if so required by NABARD, remove him/them from the said Premises.
26. The Contractor shall pay the manpower deployed in NABARD their wages in accordance with the Minimum Wages Act, 1948 as applicable in the State of Maharashtra/GoI, whichever is higher on a monthly basis. The Contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the manpower deployed in NABARD. The Contractor shall also pay statutory tax, wherever applicable.
27. The Contractor, as a taxable service provider, must be registered with Central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans should be serially numbered and it should contain the Name and address of Service Provider & Service Receiver, Description of service, etc.
28. The Contractor shall raise the bill along with attendance sheet in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Contractor must ensure that the salaries of their deployed staffs are released before the 7th day of the following month *in the presence of NABARD's representative*, irrespective of receipt of payment from NABARD.
29. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by NABARD.
30. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
31. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to NABARD or any other authority under law.
32. The Contractor on its part and through its own resources shall ensure that the goods, materials and equipment, etc. of NABARD are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If NABARD suffer any loss or damage on account of negligence, default or theft on the part of the employees /agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify NABARD against any such loss or damage. NABARD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.
33. The Contractor will have to deposit a security amount of **Rs.....(Rupees.....)** for NABARD Head Office building and NABARD House to NABARD in the form of DD from a commercial bank covering the period of this Agreement. In case, the Agreement is further extended beyond the initial period, the security deposit would be retained.
34. In case of breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Contractor will be liable to be forfeited by NABARD besides annulment of the Agreement.

35. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.
36. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.
37. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the contractor any loss suffered by NABARD on account of the Agreement being terminated.
38. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.
39. If the services of the contractor are not found satisfactory, the contractor will be given one month notice to improve his services. If the contractor fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the contractor firm can terminate the agreement by giving three months notice in advance. If the Contractor fails to give such three months notice in writing for termination of the agreement, then the Security Deposit will be forfeited. Notwithstanding anything contained in this Agreement, the Contractor shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till the date of termination this agreement.
40. On the expiry or early termination of the Agreement, the Contractor will withdraw all its personnel without in any way causing any damage to the said premises and the property therein and clear their accounts by paying them all their legal dues. The persons deployed by the contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in NABARD.

Resolution of disputes

- 41.1 This Agreement shall be governed by and construed in accordance with the laws of India.
- 41.2 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD's representative and the Contractor's representative.
- 41.3 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties."
- 41.4 The venue of the arbitration shall be at **Ranchi**.

41.5 The language of arbitration shall be English.

41.6 Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

42. Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

43. This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

44. This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.

45. The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies.

In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorised officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered

Signed, sealed and delivered

By Shri _____

by Shri _____

DGM/ GM

For & on behalf of NABARD

the duly authorized signatory for & on
behalf of the Contractor

In the presence of

In the presence of

1.....

1.....

2.....

2.....

Annexure-V
Scoring Model of QCBS

S.no.	Description	Score
1.	Legal Structure	20
	Private/Public limited	20
	Partnership	15
	Proprietorship	10
2.	Work Experience in the field of catering/canteen service	10
	≥ 15 years	10
	≥ 10 < 15 years	5
	≥ 5 < 10 years	2
3.	Average Turn Over during the last 3 years ending 31.03.2022	10
	≥50 lakhs	10
	≥40 < 50 lakhs	5
	≥ 29 < 40 lakhs	2
4.	No. of Assignments in Public/Corporate institutions (with supply of 4 and above manpower per year) handled in India in last 3 years (as on date of bid submission)	5
	≥ 10	5
	≥ 5 < 10	3
	≥ 2 < 5	1
5.	Number of executed catering/canteen work in Public/Corporate institutions in Ranchi for the last 3 years	5
	3 or above	5
	1 or 2	3
	nil	1
	Total marks	50

Evaluation of marks based on the scoring model will be triggered only when multiple bidders are found to be L1. Accordingly, L1 will be decided based on the highest marks obtained in scoring model out of total 50 marks.

Place :

Date : (Signature of the Tenderer)

Address : Name and seal

PRICE BID

**Tender for Annual Service Contract for
Catering in Office Canteen & Lounge
of NABARD, Ranchi for the period from 01
March 2023 to 31 March 2025**



**Jharkhand Regional Office
Near PHED Water Tank, Bariatu-Booty Road,
Ranchi, Jharkhand – 834009**

PART-I
Total Menu Cost

S.No	Menu Item Name	Approximate Quantity per year (X)	Unit Rate (Rupees), including all taxes, duties and services (to be quoted by bidder) (Y)	Total Menu Cost for one year (Z) = (X)*(Y)
A	Tea/Coffee/Green Tea + Cookies/Biscuits	15840	(Maximum Rs. 15 per unit)	
B	Breakfast	3960		
C	Standard Lunch - Veg	2640		
D	Standard Lunch - Non Veg	1320		
E	Executive Lunch - Veg	600		
F	Executive Lunch - Non Veg	900		
G	High Tea	3000		
H	Snacks (Veg)	3960		
I	Total Menu Cost for a year (including GST) {sum of column Z from S. No A to H}			

PART-II
Total Manpower Cost – Based on Minimum Wages

(i) Monthly wage calculation sheet for workmen						
S. No.	Description of work	Basis	Rate for AMC in Rs.			Amount (in Rs) (in figure and words)
			Skilled	Semi-skilled	Unskilled	
A	Minimum wages per day	as per notification of central government or state government, whichever is higher				
B	Minimum Wages per month	S. No. A X 26 days				
C	Providing number of workmen as indicated in the scope of work in					

	the tender document					
D	EPF (The contributions are payable on maximum wage ceiling of Rs. 15000/-) shall be paid on reimbursement basis on production of requisite documents					
E	ESI (The contributions are payable on maximum wage ceiling of Rs. 21000/-) shall be paid on reimbursement basis on production of requisite documents					
F	Total wages per workman per month					
(ii) Service charges (To be filled by the Tenderer)						
S. No.		Skilled	Semi-skilled	Unskilled	Amount	
A	No of Workmen	1	1	2		
B	Total wage based on the rates indicate in 'E'					
C	Subtotal wage for 4 workmen per month					
D	Service charges: NB: It should be inclusive of management and supervisory	Percentage (%) rate to be quoted over minimum wages at Sr No. C %		 (Sr No C) X % Service charge	

	charges including contractor's profit, cleaning materials, uniform, etc. required on monthly basis.		
E	Sub-total AMC fees per month (Sr. No C + Sr. No D)		
F	AMC fees per year (S. No. E x 12)		
G	GST @ 18% on S. No. F		
H	Grand Total per year (S. No F + S. No G)		

PART-III
Total Cost

A	Total Menu Cost per year (S. No. I of PART-I)	
B	Total Manpower Cost per year (S. No. H of PART-II)	
C	Total Cost per year (A+B)	
D	Total Cost in words	

Name of the bidder:

Seal & Signature of the bidder with date:

N.B.

*All rates quoted will be inclusive of GST in the menu cost

** Unit Rate for menu cost quoted by vendor will be valid for one year and revised as per mutual agreement between NABARD and the vendor

*** All rates and percentages may be quoted only up to 2 decimal points.

**** Service Charges quoted for manpower cost should not be less than or equal to the applicable TDS (IT-TDS and/or GST-TDS), which means it should be 4.01% or more. Otherwise, bid shall be liable for rejection.

***** Filled up price bid copy must not be enclosed with the technical bid. Otherwise bid shall be summarily rejected.