TENDER NOTICE

NABARD invites offer for providing catering services at its Uttar Pradesh Regional Office Premises at 11, Vipin Khand, Gomti Nagar, Lucknow-226010. Interested Catering Firms may log on to the website of NABARD i.e. www.nabard.org to view the complete details under the heading ‘Tender Notice’ and download the tender document for submitting the same duly filled by **15:00 hours on or before 30 April 2021**.

( Dr. Dushyant Singh Chauhan)
Chief General Manager

<table>
<thead>
<tr>
<th>Date &amp; Time of Event</th>
<th>Details</th>
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<tbody>
<tr>
<td>Date of Issue of Tender Document</td>
<td>09 April 2021</td>
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<tr>
<td>Pre Bid Meeting with Vendor / Service Providers</td>
<td>16 April 2021 at 15.00 hrs</td>
</tr>
<tr>
<td>Due Date for submission of Tender</td>
<td>29 April 2021 at 15.00 hrs</td>
</tr>
<tr>
<td>Date &amp; Time for opening of Technical Bids</td>
<td>30 April 2021 at 15:30 hrs</td>
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<tr>
<td>Opening of Financial Bid</td>
<td>To be announced</td>
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</tbody>
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Tender for providing Catering Services at NABARD, Uttar Pradesh Regional Office, Lucknow
Name of the Bidder:

Address:

<table>
<thead>
<tr>
<th>CALENDAR OF EVENTS</th>
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<tr>
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</tr>
<tr>
<td><strong>Opening of Financial Bid</strong></td>
</tr>
</tbody>
</table>
# INDEX

Tender for providing Catering services at NABARD, Uttar Pradesh Regional Office, Lucknow

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Description</th>
<th>Page No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TENDER NOTICE</td>
<td>1-2</td>
</tr>
<tr>
<td>2</td>
<td>Covering letter for submission of bid</td>
<td>3-4</td>
</tr>
<tr>
<td>3</td>
<td>ANNEXURE I – Pre Qualification Criteria</td>
<td>5-6</td>
</tr>
<tr>
<td>4</td>
<td>ANNEXURE II - TERMS &amp; CONDITIONS</td>
<td>7-19</td>
</tr>
<tr>
<td>5</td>
<td>APPENDIX Detailing Menu</td>
<td>20-23</td>
</tr>
<tr>
<td>6</td>
<td>ANNEXURE III – Format for Technical bid along with Declaration and turn over details</td>
<td>24-27</td>
</tr>
<tr>
<td>7</td>
<td>ANNEXURE IV - Price bid. [Rates to be quoted for catering services]</td>
<td>28-29</td>
</tr>
<tr>
<td>8</td>
<td>ANNEXURE V - Pre contract Integrity Pact</td>
<td></td>
</tr>
</tbody>
</table>
1. NABARD invites offers from Vendor / Service Providers of repute and experience to provide catering services to its staff/officials/visitors in the Officers’ Lounge of NABARD Uttar Pradesh Regional Office located in its Premises at 11, Vipin Khand, Gomti Nagar, Lucknow- 226010. The Vendor / Service Provider will be required to serve snacks & tea in the morning & evening and lunch in Officers Lounge, on all working days and on select days as and when required. The Vendor / Service Provider shall also provide tea / coffee to all officers on all working days.

2. NABARD will provide required space for kitchens / dining and crockery / kitchen equipment and furniture in the dining areas. NABARD will provide water and electricity free of cost. While bidding, this may specifically be taken into account. The Vendor / Service Provider will source gas, food ingredients, labour etc. at their own cost, prepare the food items in the premises and serve the same in a hygienic manner. The Vendor / Service Provider will be responsible for removal of the garbage and keep the assigned premises clean. The Vendor / Service Provider will serve snacks / tea / lunch etc., at a rate approved by NABARD. Employees will make payment directly to the vendor. The contract shall be initially for the period of 02 years from the date of commencement of services, which would be renewable for a longer period at the discretion of NABARD. However, continuance of contract will be subject to Performance Review done by appropriate authority/committee of NABARD during the agreement period.

3. Interested Vendor / Service Providers may download the tender document from NABARD’s website www.nabard.org and submit their offer in a sealed cover super scribed "OFFER FOR CATERING SERVICES" along with the covering letter which shall have to be dropped in the Tender Box kept in second floor Floor, 11, Vipin Khand, Gomti Nagar by 15:00 Hours on or before 30 April 2021.
It may be noted that the tendering will be a 02 bid system wherein the 1st bid will be ‘Technical Bid’ and 2nd bid will be the ‘Price Bid’. Both the bids will be put in separate sealed covers with superscription of ‘TECHNICAL BID’ (ANNEXURE III) and ‘PRICE BID’(ANNEXURE IV) and both the covers will be put in another sealed cover with superscription on “OFFER FOR CATERING SERVICES” as stated above. Further, it may be noted that those Vendor / Service Providers / catering firms, whose technical bid will be found suitable, as per our prequalification criteria, which are given in Annexure I will only be identified for further tendering process.

4. The likely annual payment for all services together, to be worked out as per the quotes by the vendors, will form the basis for selection of the Vendor.

5. The pre – qualification criteria, terms and conditions, formats of “Technical Bid”, “Price Bid” and Pre – Contract Integrity Pact are enclosed as Annexure – I, II, III, IV and V respectively.

6. NABARD reserves the right to accept or reject any or all offers without assigning any reasons whatsoever and its decision shall be final.

Address for communication
The Chief General Manager
National Bank for Agriculture and Rural Development
Uttar Pradesh Regional Office
11, Vipin Khand, Gomti Nagar,
Lucknow- 226010

(Shikha)
General Manager
Covering Letter for submission of bid  
(Letter to NABARD to be submitted on Vendor/ Bidder’s letterhead)

The Chief General Manager  
NABARD, Uttar Pradesh Regional Office 11, Vipin Khand, Gomti Nagar Lucknow – 226010

Dear Sir,

Sub: Tender for providing Catering Services at NABARD, Uttar Pradesh Regional Office (NABARD, UP RO)

This has reference to your tender notice for catering services at NABARD, Uttar Pradesh Regional Office. 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 document/ UTR no. ........dated ........ for ₹17500/- (Rupees Seventeen thousand Five Hundred only) paid in favour of ‘NABARD’ towards EMD.

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

6. 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 NABARD verifying any or all the information furnished in this document with the concerned authorities, if necessary.

8. I/We understand that NABARD, Uttar Pradesh Regional Office 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.

For and on behalf of M/s ____________________________________
(Signature with seal)
Name: _______________________________________________________
Designation: __________________________________________________
Place: ___________________
Date: __________________________
Telephone No.: __________________________
Fax No.: __________________________
E-mail: __________________________

(Certified true copy of the Power of Attorney of the above signatory shall be enclosed).

Witnesses (1) Signature with __________________________
Name, Address & Date __________________________
__

(2) Signature with __________________________
Name, Address & Date __________________________
__
ANNEXURE - I

Pre-qualification Criteria

1. The Vendor / Service Providers should be located in Lucknow.
2. The Vendor / Service Provider may be a sole proprietary concern, partnership firm or a company and should be in existence for at least 3 years. Preference will be given to Vendor / Service Providers having necessary experience in providing catering services to reputed organizations like All India Financial Institutions, Public Sector Banks / Undertakings, MNCs and large Private Sector Companies.
3. The Vendor / Service Provider should have achieved annual sales turnover of Rs 20 lakh (Rupees Twenty lakh Only) in each one of the last three years i.e., 2017-18, 2018-19 & 2019-20. The turnover thus indicated should be highlighted and flagged in the enclosures submitted. The Vendor / Service Providers shall have to furnish suitable documentary evidence such as Balance Sheet and Profit / Loss A/c etc.
4. The Vendor / Service Provider shall comply with all the laws and regulations relating to preparation and sale of food stuffs, beverages and refreshments and shall obtain the necessary registrations, licenses and permissions from authorities under various Central and State enactments (including Food Safety and Standards Act, 2006) in the Vendor / Service Provider’s own name and at the Vendor / Service Provider’s own expenses for providing the catering services.
5. The Vendor / Service Provider must also have necessary license to engage labour under the Labour laws and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if and when applicable. The Vendor / Service Provider has also to furnish copies of latest Income Tax Acknowledgement / Certificate, GST Registration Certificate and Experience Certificates along with yearly turnover mentioning the names of establishments, including the period where canteen have been / are being run. They have to produce on demand the relevant documents. The Vendor / Service Provider shall observe and comply with all Government Laws and Labour legislations concerning employment of staff like ESI Act, PF Act, Payment of Wages Act, Minimum Wages Act, Factory Act, U.P. Shops and Commercial Establishments Act, etc., and shall duly and promptly make e-payments of all sums of money to such staff as may be required to be paid under such laws. The Current documents should be highlighted and flagged in the enclosures submitted.
6. The Vendor / Service Provider should have sufficient number of cooks, service boys, Managers etc. in proper uniform to attend to the various kitchen and dining
area activities.

7. 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 be made.

8. A Committee of Officials of NABARD will be visiting 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.
ANNEXURE – II

TERMS & CONDITIONS

1. Requirement

1.1. NABARD requires the Vendor / Service Provider to provide all kinds of catering services to the Officers’/official visitors at NABARD, Uttar Pradesh Regional Office located in its Premises at 11, Vipin Khand, Gomti Nagar, Lucknow- 226010. The required services include Morning & Evening Snacks and Tea, Lunch services and provision of tea/coffee to the officers of NABARD. Conference Catering for the meetings and Conferences hosted by NABARD will also be done by the Vendor / Service Providers.

1.2. For this purpose, NABARD will provide required space for kitchens / dining and crockery / kitchen equipment and furniture in the dining areas, NABARD will also provide water and electricity free of cost.

1.3. The interested vendors are advised to inspect the site/nature of service required in this regard and satisfy themselves before submitting their bids. A 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.

1.4. The relationship between Vendor / Service Provider and NABARD shall be of vendor and vendee and the catering services (supply of food) shall be on sale and purchase basis.

1.5. The Vendor / Service Provider will have to cook in the kitchen attached to the Dining Areas in NABARD’s premises for serving food to the Officers.

1.6. The Vendor / Service Provider will source food ingredients, labour 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 for which he will realise sale price from the respective purchasing officer at fixed prices as approved by NABARD (inclusive of all taxes). The Vendor / Service Provider shall not prepare or serve any other item without prior approval of NABARD.

1.7. The Vendor / Service Provider shall ensure that the food shall be good, wholesome and of high quality and the ingredients like cooking oil, masalas and other spices etc., shall be branded (should have FPO registration and /or Agmark and / or ISI mark as approved by NABARD). Moreover, before using the raw materials and other ingredients for cooking, the Vendor / Service Provider shall ensure their quality and wholesomeness. NABARD through its authorised representatives shall have the authority to carry out tests and checks at their convenience of 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.

1.8. Vegetarian and non-vegetarian cooking shall be done separately.

1.9. It is the duty of the Vendor / Service Provider to provide accommodation to the staff employed by the Vendor / Service Provider. NABARD would not entertain any claim either for accommodation at its premises or for reimbursement of expenses in this regard.

1.10. Menu: Illustrative menu is indicated in the Appendix. Weekly menu will be submitted to NABARDs’ Officer in charge of supervision of Catering services in NABARD and the approved menu will be served in NABARDs’ Officers’ Lounge & Dining Room.

1.11. As regards the Tea Service across the Office Building, the billing method used will be for the Total number of officers in the Office Building for 20 days per month. The number of officers will be reviewed monthly and intimated to the vendor/service provider. Rates and the bill raised will be inclusive of all taxes.

1.12. The vendor / Service Provider will serve snacks / tea / Lunch etc., at the rate and quantities approved by NABARD. The rates would remain constant and unchanged for the entire period of the contract. The rates would be inclusive of taxes. Officers who will be taking breakfast / snacks/lunch will directly make the payment to the vendor.

1.13. Over and above the menu fixed in the Annexure, the successful Vendor / Service Provider will also be permitted to serve special items as snacks / lunch / Juices / Ice creams etc., on sale basis.

1.14. The Vendor / Service Provider should have a floor boy for serving tea and attending to the various departmental catering requirement.

1.15. 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.

1.16. 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 successful Vendor / Service Provider and rate will be fixed.

1.17. The Vendor / Service Provider will be responsible for removal of the garbage and keep the assigned premises clean.

1.18. The Vendor / Service Provider must have necessary license to engage labour under the Labour Laws and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, wherever applicable. They have to produce, on demand
the relevant documents. The Vendor / Service Provider shall observe and comply with all Government Laws and Labour legislations concerning employment of staff like ESI Act, PF Act, Payment of Gratuity Act 1972, Payment of Bonus Act 1965, Payment of Wages Act., 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Factories Act, Uttar Pradesh Shop and Establishment Act., etc., and shall duly and promptly pay all sums of money to such staff as may be required to be paid under such laws. The Vendor / Service Provider must ensure that his staff are paid their salary and allowance, if any, latest by 5th of the following month. NABARD will not be responsible for violation of any law which is required to be observed by the Vendor / Service Provider. The Vendor / Service Provider will be solely responsible for violation of any laws.

1.19. The Vendor / Service Provider shall give advance intimation to the Officer – in – Charge indicating the time, date and venue about payment of wages. The Officer – in – Charge or his authorised representatives will witness the payment of wages and shall record the following certification in the wage register. “Certified that salary for the month of ______ has been distributed on ________ to the canteen Vendor / Service Providers’ workers by the Vendor / Service Provider in accordance with the wages specified in Minimum Wages Act”.

1.20. The Vendor / Service Provider shall be liable to pay P.F. Contribution, leave, salary etc., and shall be liable to observe statutory working hours.

1.21. Proper records shall be maintained by the Vendor / Service Provider with respect to the above Acts, and such other Acts as may be applicable to the Vendor / Service Provider’s working and his workmen which would be subject to check from time to time, by the Officer – in – Charge.

1.22. The Vendor / Service Provider will have to abide by all Labour Laws and Regulations laid down by the Central / State Government from time to time. All expenses in this regard will be the liability of the Vendor / Service Provider. The Vendor / Service Provider should have Income Tax /GSTN Number. At the time of submitting the tender, the applicant should enclose notarised copies of the Contract Labour License, the income tax return / GSTN return / PF registration etc.

2. **Tea / Snacks / Lunch Timings**

2.1.1. Officers would be served tea / snacks / lunch as per the following timings.

2.1.2. Timing for tea Service - 10:00 Hrs to 11:30 Hrs and 15:00 Hrs to 16:00 Hrs.

2.1.3. Timing for service of Lunch in Officers’ Lounge and Dining Room - 13:00 Hrs to 14:00 Hrs.

2.1.4. Timing for service of Snacks in the Officers’ Lounge – 08:30 Hrs to 09:15 Hrs. Vendor / Service Provider will have to ensure that the timings indicated
3. 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.

4. **Infrastructure and facilities to be provided by NABARD**

   4.1. Kitchen along with cooking utensils and kitchen equipment
   4.2. Dining area with the necessary infrastructure

   4.4. **Crockery/ Glassware**

   4.5. The crockery / glassware, etc. for dining areas will be provided by NABARD. Breakage beyond permitted level at 20% per annum, would be recoverable from the Vendor / Service Provider, on quarterly basis. At the commencement of the tender the Bank will provide the Vendor / Service Provider with sufficient quantity of cutlery, it would be responsibility of the Vendor / Service Provider to maintain this adequate stock till the completion of the tender. Crockery & Glassware will be provided by the Bank.

   4.6. The Vendor / Service Provider will have to submit a quarterly statement to NABARD indicating the position of the various items handed over to them, to ensure sufficient amount of crockery/cutlery / glassware are in circulation for efficient service.

   4.7. It shall be the duty of the Vendor / Service Provider to properly handle the various gadgets and utensils etc, provided by NABARD. The Vendor / Service Provider shall keep a proper inventory of the items placed at his disposal by NABARD and the same shall be verified by the Vendor / Service Provider along with the representatives of NABARD. The decision of NABARD will be final in this regard.

   4.8. NABARD shall ordinarily take care of the routine and normal wear and tear maintenance of the Lounge equipment. However, in case of any wilful damage or damage caused out of negligence to the repairs and / replacement, NABARD shall also adjust security deposits against such damages.

   4.9. When material supplied by NABARD become unserviceable and if these are to be replaced by NABARD, the same would be replaced against the return of the unserviceable materials by the Vendor / Service Provider. Otherwise the cost of such materials shall be recovered from Vendor / Service Provider.

5. **Kitchen - Cleanliness & Hygiene**

   5.1. 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 to ensure use of quality cleaning materials.

5.2. The vendor shall take full responsibility of cleaning and upkeep of entire lounge and dining area.

6. **Catering Staff**

6.1. The kitchen as well as the service staff shall be employed / engaged by the Vendor / Service Provider and NABARD shall not in any way be responsible for their terms of employment.

6.2. The Vendor / Service Provider shall maintain a register showing names and addresses of persons engaged along with photographs and KYC documents of each person and shall produce the same for inspection on demand by Officer – In – Charge or such other persons so authorised by NABARD.

6.3. The Vendor / Service Provider shall arrange through NABARD’s Security Department, on advice of the Officer – In- Charge to issue identity cards bearing photographs of canteen employees for gate entry. All the personnel engaged by the Vendor / Service Provider entering NABARD’s premises shall be identified by badges which may be worn by them at all times while in NABARD premises. The identity cards shall have to be exhibited prominently by Lounge Staff while they are present in the NABARD. The Lounge staff also be liable for search on entry/ exit. The Vendor / Service Provider will ensure that its employees do not remain in the premises beyond their normal working hours unless otherwise authorised. Any unauthorized presence will ensure that its employees do not remain in the premises beyond their normal working hours unless otherwise authorized. Any unauthorized presence in the premises beyond normal working hours will not be acceptable and Vendor / Service Provider upon receipt of complaint will have to immediately withdraw such employees from working in NABARD’s premises.

6.4 One supervisor along with service staff should be present in the dining areas during the service hours on working days and as per requirement of NABARD on weekends/ public holidays and also as and when required by NABARD due to administrative exigencies.

6.5. The Vendor / Service Provider has to ensure that proper number of staff are engaged for discharge of various responsibilities entrusted to Vendor / Service Provider such as food preparation and service. For any increases in manpower for efficient running of the Lounge services, the Vendor / Service Provider shall not be entitled to additional remuneration.
6.6. The Vendor / Service Provider has to carry out **annual medical examination** at their cost of its staff members engaged in the catering work in NABARD. The Vendor / Service Provider shall ensure that his staff members deployed at NABARD are free from all communicable, contagious infections and other diseases. In the event of any employee of Vendor / Service Provider being found medically unfit, the Vendor / Service Provider shall arrange to replace him. NABARD may require the Vendor / Service Provider to submit a medical certificate for any of his staff members deployed at NABARD. The Vendor / Service Provider at commencement of his tenure at NABARD has to provide for the medical certificate of the employees within a month and for new staff member joining the workforce has to produce similar certificate within 15 days of joining.

6.7. The Vendor / Service Provider will have to provide NABARD with a list of employees engaged in the Lounge and also their emoluments for the purpose of verification.

6.8. The Vendor / Service Provider shall not engage minors for catering service.

6.9. All the personnel engaged by the Vendor / Service Provider shall wholly and purely be in the employment of the Vendor / Service Provider and no claim of individual/collective nature on NABARD’s employment by any of the employees or claim of any nature on NABARD shall be tenable. The Vendor / Service Provider shall at all times keep NABARD fully and effectively indemnified against all actions, suits, proceedings, losses, cost, damages, charges, claims and demand in anyway arising out of or during the course of anything done or committed/omitted to be done by the Vendor / Service Provider including the demand which the Vendor / Service Provider’s employees individually/ through the Unions may have raised against NABARD arising out of this tender or as a result of the termination thereof or earlier determination of the contract.

6.10. The Vendor / Service Provider will ensure compliance of labour laws or any other law applicable / rules including minimum wages / PF etc., for extension of catering service to NABARD. NABARD will not be responsible for violation of any law which is required to be observed by the Vendor / Service Provider. The Vendor / Service Provider will be solely responsible for violation of any laws.

6.11. The staff shall be properly dressed in neat and tidy uniform with proper head gear and hand gloves. They shall be courteous, well-mannered and attentive. They should be conversant with the tenets of the trade. The Manager with decision taking capability along with adequate service staff should be present in the dining areas during the service hours on working days as also on weekends.
/ public holidays if services are required during such days.

7. **Quality Assurance**

7.1. The Vendor / Service Provider will ensure supply of quality items of food / sweets etc. In case of unsatisfactory/unhygienic quality of food item(s) or lapses in service or any breakage, / shortage, deductions will be made as penalty which will be solely decided by NABARD.

7.2. The Vendor / Service Provider shall purchase and keep the raw materials stock of minimum 15 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. In case of unsatisfactory / unhygienic quality of food items or lapses in service or any breakage / shortage, 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. The kitchen will be under the constant supervision of NABARD any lapse will be taken seriously. Good quality branded raw material is to be used for the preparation of food.

8. **Payments**

8.1. The Vendor / Service Provider will have to serve tea for which NABARD will make payment. Similarly, the Vendor / Service Provider will have to serve lunch / dinner / snacks / tea / coffee etc. in the Lounge / in the meetings / workshops / seminars etc. on select occasions for which NABARD will make payment. The Vendor / Service Provider will be required to submit the claim (inclusive of all taxes) for the services on fortnightly basis and NABARD will settle the bill within a fortnight.

8.2. Payment for the purchase of meals / snacks and beverages consumed by the Officers in the designated dining areas on a day-to-day basis will be done by the individual.

9. **Upkeep and Maintenance of pantry / dining areas**

9.1 The Vendor / Service Provider has to ensure that every day before and after operations, the pantry / dining halls / chafing dishes and all the crockery and cutlery are cleaned and kept in order before closing for the day.
9.2 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.

10. **No sub-letting of Contract**

10.1 The Vendor / Service Provider shall not sub-let the contract. If it is violated, NABARD reserves the right to terminate the contract without any notice.

10.2 In case of dispute regarding the quality of food / other eatables / unsatisfactory service etc., the final authority will rest with The Chief General Manager, Department of Premises Security and Procurement and the same will be binding on the Vendor / Service Provider.

11. The Vendor / Service Provider shall not use kerosene in Bank's premises under any circumstances.

12. The contract shall not be construed to have given employment to the Vendor / Service Provider in NABARD nor any right to the Vendor / Service Provider on Bank's property. On completion of the contract or whenever NABARD decides the Vendor / Service Provider and his staff will immediately vacate the premises and handover all the dead stock items that were given by NABARD. The Vendor / Service Provider is only allowed to use NABARD’s premises as a licensee for the limited purposes of preparing and serving of food stuff to the officers of NABARD.

13. Any other incidental services required by NABARD and not covered in the terms and conditions will be negotiated separately each time.

14. The Vendor / Service Provider who will offer the bids will have to deposit EMD of Rs 17500.00 (Rupees Seventeen Thousand Five Hundred Only) only through electronic mode by way of fund transfer through NEFT/RTGS and remit the amount to the following

<table>
<thead>
<tr>
<th>Name of the Account</th>
<th>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank’s Name</td>
<td>NABARD</td>
</tr>
<tr>
<td>Branch Name</td>
<td>Head Office Mumbai</td>
</tr>
<tr>
<td>IFS Code</td>
<td>NBRD00000002</td>
</tr>
<tr>
<td>Current Account</td>
<td>NABADMIN18</td>
</tr>
</tbody>
</table>

along with the quotation. The Vendor / Service provider must quote the UTR number in the response document submitted to NABARD. The Vendor / Service
Provider selected through the tendering process will be required to give security deposit of Rs 17500/- (Rupees Seventeen Thousand Five Hundred Only) in the same manner as mentioned above (i.e through NEFT/RTGS) refundable on expiry of contract after adjustment of any dues receivable from the Vendor / Service Provider. The EMD and / or Security Deposit shall not bear any interest and such amount shall be forfeited in the event of any refusal or delay on part of the successful bidder to sign and execute the agreement for commencement of contract in case their bid is accepted and any sort of non-compliance with the terms of services agreed upon. The unsuccessful Vendor / Service Providers will be returned the E.M.D. within 15 days from the date of final decision of Bank regarding the contract except for exigencies beyond Bank's control. The EMD of the successful bidder will be retained as Security Deposit.

15. Tenders without EMD will not be considered.

16. Pre-bid Meeting

A pre-bid briefing meeting of the intending vendors/Vendor / Service Providers will be held at 15.00 hrs on 16 April 2021 at the Conference Hall, Fifth floor NABARD, Uttar Pradesh Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow -226010, to clarify any point/doubts raised by them in respect of the terms and conditions of the tenders. No separate Communication will be sent for the meeting. The intending vendors/Vendor / Service Providers will have to send their queries by mail to departmental mail (dpsp.lucknow@nabard.org) by 12th April 2021 which will be clarified in the Pre-bid meeting. No request for change in date of pre-bid meeting will be entertained. No fresh queries will be entertained after pre – bid meeting.

17. Quotation and Process of Selection:

17.1. Interested Vendor / Service Providers will be required to submit their offer in 2 bids viz., ”Technical bid” and” Price bid” in the format indicated in Annexure III & Annexure IV. Both the bids will be put in separate sealed covers with superscription “Technical Bid” and “Price Bid” which will again be put in another sealed cover with superscription “OFFER FOR CATERING SERVICES” addressed to The Chief General Manager, HRMD-Bills, National
17.2. Technical bid will have to be accompanied by document / UTR No in support of the payment of Rs 17500/- (Rupees Seventeen Thousand Five Hundred Only) towards Ernest Money Deposit (EMD). This EMD is refundable to unsuccessful Vendor / Service Providers. Tenders without EMD would not be considered. The EMD and / or Security Deposit shall not bear any interest and such amount shall be forfeited in the event of any refusal or delay on the part of the successful bidder to sign and execute the agreement for commencement of contract in case their bid is accepted and any sort of noncompliance with the terms of services agreed upon. The EMD of the successful bidder will be retained as Security Deposit.

17.3. The cover will be dropped in the Tender Box placed in the Second Floor of NABARD, Uttar Pradesh RO by 15.00 hrs on 30 April 2021. The quotation (Technical Bid only) will be opened at 15:30 hours on 30 April 2021 in the presence of the Vendor / Service Providers, who wish to remain present.

17.4. The bid so opened will be subjected to desk scrutiny by a committee of officials.

17.5. Any deviations in the quotation is liable for rejection.

17.6. A Committee of officials of NABARD will be visiting the locations where the Vendor / Service Provider is providing its services to evaluate its capability and verify the claims stated in the technical bid document.

17.7. The Vendor / Service Provider will have to ensure that the team gets an access to the cooking area and dining area for inspection. The Vendor / Service Providers who are recommended by the committee will only be considered for further tendering process and their price bid will be opened.

17.8. The price bid of those successful Vendor / Service Providers will be opened only after they qualify technical bid.

17.9. The Committee will examine the aggregate of likely annual payment so worked out and based on the same give its recommendations on the acceptance of the bid.

17.10. The resulting qualifying price bids will be used to determine the L1 quote.
18. Rates

18.1. The rates accepted would remain valid for the entire period of contract. The rates will be inclusive of all taxes. (The payment shall be subject to TDS wherever applicable at the time of payment.)

18.2. There will not be any upward revision in the rates during the contract period. NABARD will provide water and electricity for running of the catering services.

19. Venue The Catering service shall be provided normally in the Officers’ Lounge at Ground floor of the Office building at 11, Vipin Khand, Gomti Nagar, Lucknow-226010 or at any other place as approved by NABARD within Bank’s premises. The building has been provided with pantry and dining hall.

20. Notice for Termination of Contract

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

20.2 If it is found that the quality of items supplied by the Vendor / Service Provider and/or the services rendered are unsatisfactory or that the Vendor / Service Provider has violated any terms and conditions of the contract and agreement, then in that event, NABARD will be entitled to terminate this contract.

20.3 If at any stage during the period of the contract any case involving moral turpitude, the Vendor / Service Provider or his employees, NABARD reserves the exclusive and special right for the termination of the contract and the Vendor / Service Provider shall not be entitled to any compensation from NABARD whatsoever.

21. Dispute Resolution

21.1 All disputes and differences of any kind whatsoever, arising out of or in connection with this RFP, or in the discharge of any obligation arising out of this RFP, shall be resolved amicably.
21.2 If no agreement is arrived at, within 30 days from the date of notice as to who shall be the sole arbitrator, NABARD shall send to the vendor/ service provider a list of 3 names of persons who shall be presently unconnected with NABARD. Vendor/Service Provider shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator, and communicate his name to NABARD within 30 days of receipt of the names. NABARD shall thereupon without delay appoint the said person as the sole arbitrator.

21.3 If Vendor / Service Provider fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform NABARD accordingly, NABARD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the vendor/ service provider.

21.4 If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by NABARD from the above list of persons.

21.5 The venue of the arbitration shall be Lucknow under the exclusive jurisdiction of the courts at Lucknow only

21.6 The awards shall be final and binding on both the parties.

22. Indemnity

22.1 The Vendor / Service Provider shall indemnify and keep indemnified, defend and hold good NABARD, its staff and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Vendor / Service Provider or their personnel on account of misconduct, omission and negligence by the Vendor / Service Provider or his staff.

23. Agreement

23.1 The successful Vendor / Service Provider has to enter into an agreement with National Bank for Agriculture and Rural Development, for providing the catering services on sale – purchase basis. Format of agreement will be provided by National Bank for Agriculture and Rural Development, to the successful Vendor / Service Provider.

24 Pre-Contract Integrity Pact

As per Central Vigilance Commission guidelines, all PSBs/Insurance Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective
vendors / bidders and the buyer (i.e. NABARD), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the buyer and all bidders and stipulates rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the Pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished in Annexure V. The Prospective vendors have to submit the same duly signed on a non-judicial stamp paper of Rs.200/- at the time of submission of the tender document as part of technical bid.

The IP also envisages appointment of Independent External Monitors (IEMs), persons having high integrity and reputation, who will examine any complaint received regarding tenders and submit their report to the Chief Executive and also to the CVO in case of suspicion of irregularities. A format for the complaint to be recorded is enclosed to the proforma of the Integrity Pact.
APPENDIX

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

Menu for Standard Lunch (Veg.) - Buffet
1. Roti/ Puri
2. Plain Rice
The Vendor / Service Providers may also serve different types of Pulaos. For pulaos the rice to be used should be of good Quality Basmati Rice.
3. Dal/ Dal Makhani/ Chana Masala
4. Dry Vegetables/ Mix Vegetables
5. Seasonal vegetables
6. Boondi Raita/ Mix Raita/ Plain Curd
7. Sweet (Rasgulla/ Ice Cream)
8. Accompaniments( such as Papad, Pickle, Salads )
[For actual serving only one of the options in each category has to be served.]

Menu for Regular Lunch (Veg.) - Buffet
1. Veg Clear Soup/ Tomato Cream Soup/ Sweet Corn Soup/ Veg Mix Soup/ Veg Manchow Soup
2. Roti/ Puri
3. Plain Rice/ Jeera Rice
The Vendor / Service Providers may also serve different types of Pulaos. For pulaos the rice to be used should be of good Quality Basmati Rice.
4. Dal/ Dal Makhani/ Chana Masala
5. Dry Vegetables/ Mix Vegetables/ Seasonal vegetables
6. Palak Paneer/ Matar Paneer (Curry with gravy)
7. Boondi Raita/ Mix Raita/ Plain Curd
8. Sweet (Rasgulla/ Ice Cream)
9. Accompaniments( such as Papad, Pickle, Salads )
[For actual serving only one of the options in each category has to be served.]

Menu for Executive Lunch (Veg.) - Buffet
1. Veg Clear Soup/ Tomato Cream Soup/ Sweet Corn Soup/ Veg Mix Soup/ Veg Manchow Soup
2. Roti/ Puri/ Lachha Pratha/ Green Puri/ Bhatura
3. Plain Rice/ Jeera Rice/ Veg Pulao/ Peas Pulao/ Fried Rice/ Navratan Pulao
The Vendor / Service Providers may also serve different types of Pulaos. For pulaos the rice to be used should be of good Quality Basmati Rice.
5. Gajar Matar Beans/ Mix Veg/ Alu Gobi/ Keema Matar/ Matar Mushroom/ Palak Chana/ Cheese Kofta/ Palak Corn
6. Dry Vegetables/ Mix Vegetables/ Seasonal vegetables
7. Shahi Paneer/ Matar Paneer/ Chilli Paneer/ Palak Paneer/ Paneer do pyaza
8. Chilly Chicken/ Masala Chicken/ Butter Chicken/ Methi Chicken/ Karai Chicken/ Chicken Do pyaza/ Fish Curry/ Fish Fry
9. Pineapple Raita/ Boondi Raita/ Mix Raita/ Plain Curd/ Pudina Curd
10. Accompaniments [( such as Papad- Roasted/ Fried, Pickle, Salads – Green salad/ Russian salad/ Macaroni salad/ Dry Salad]
11. Sweet (Rasgulla/ Gulag Jamun/ Ice Cream/ Kheer/ Seviyan/ Fruit cream/ Gajrela)
   [For actual serving only one of the options in each category and two options each from Sr No 2, Sr No 11 and from the salad options have to be served.]

**Menu for Executive Lunch (Non - Veg.) - Buffet**
1. Veg Clear Soup/ Tomato Cream Soup/ Sweet Corn Soup/ Veg Mix Soup/ Veg Manchow Soup
2. Roti/ Puri/ Lachha Pratha/ Green Puri/ Bhatura
3. Plain Rice/ Jeera Rice/ Veg Pulao/ Peas Pulao/ Fried Rice/ Navratan Pulao
   The Vendor/ Service Providers may also serve different types of Pulaos. The rice to be used should be of good Quality Basmati Rice.
5. Gajar Matar Beans/ Mix Veg/ Alu Gobi/ Keema Matar/ Matar Mushroom/ Palak Chana/ Cheese Kofta/ Palak Corn
6. Dry Vegetables/ Mix Vegetables/ Seasonal vegetables
7. Chilly Chicken/ Masala Chicken/ Butter Chicken/ Methi Chicken/ Karai Chicken/ Chicken Do pyaza/ Fish Curry/ Fish Fry
8. Pineapple Raita/ Boondi Raita/ Mix Raita/ Plain Curd/ Pudina Curd
9. Accompaniments [( such as Papad- Roasted/ Fried, Pickle, Salads – Green salad/ Russian salad/ Macaroni salad/ Dry Salad]
10. Sweet (Rasgulla/ Gulag Jamun/ Ice Cream/ Kheer/ Seviyan/ Fruit cream/ Gajrela)
    [For actual serving only one of the options in each category and two options each from Sr No 2, Sr No 8, Sr No 10 and from the salad options have to be served.]

N.B.: Adequate quantity of Toothpick and mouth fresheners shall be kept on the centre table daily and paper napkin will be supplied to each diner
Changes of Menu items can be made in consultation with the Lounge Supervisor / department/ Lounge Committee.
Oil used for the preparation of the food items will be branded groundnut oil / Mustard oil or as specified by the National Bank from time to time.
Menu for Snacks (Veg)
Snacks in the Officers’ Lounge & Dining Room for Meetings/workshops/Seminars etc

The Vendor / Service Providers 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/ Smosa/ 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. Mr Brown 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 (500ml)

NB:
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 against rates charged and bill them against those officers individually. [The approximate number of officers availing breakfast / lunch will be 30 in numbers. The actual number may vary on a day-to-day basis.]
B. Tea Service to all officers on all working days

(The ceiling rate for this service is Rs 30.00 per day inclusive of taxes)

NABARD is providing its Officers with Tea / Coffee. The timings are from 10:00 hours to 11:30 hours in pre-lunch session and 15:00 hours to 16:00 hours in the post lunch session. However, there is no restriction on the number of cups that can be consumed by the Officer. Payment will be restricted at the rate of 2 cups per person (staff member) per day for 20 days a month for the total strength officers even though there will be much reduced strength in any given day in the office on account of leave / tour / training. The Tea to be served will include different varieties, viz; Green Tea, Lemon Tea, Black Tea, Ginger tea etc.

C. Tea Service to be provided in meetings/ workshops/ seminar etc.

(The ceiling rate for this service is Rs 15.00 per cup of tea inclusive of taxes)

NABARD is providing its Tea / Coffee in the various meetings/ workshops/ seminar held during the year. Such provision of tea / coffee is normally restricted to two cups if such meetings/ workshops/ seminar are held for a full working day or else to one cup when the same is arranged for either pre – lunch or post – lunch session. The Tea to be served will include different varieties, viz; Green Tea, Lemon Tea, Black Tea, Ginger tea etc. The expenditure will be considered on actual basis.

D. Catering to the meetings/ conferences/ seminars conducted by NABARD.

Besides holding various meetings/ conferences/ seminars etc. in NABARDs premises, NABARD holds high – level meetings/ seminars where the attendees are national & international dignitaries of high stature. Hence, the menu served as meals and in course of such meetings will need to meet certain specified standards. The rate and menu will be discussed with the successful Vendor / Service Provider, when the Vendor / Service Provider takes charge.
ANNEXURE – III

From:

To:

**The Chief General Manager**  
National Bank for Agriculture and Rural Development  
**Uttar Pradesh Regional Office**  
11, Vipin Khand, Gomti Nagar  
Lucknow- 226010

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Details to be filled in by the Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Agency</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Regd. Office/Business address of the Agency</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Date of Incorporation/Constitution</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>PAN/TAN Nos. of the Agency</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Service Tax Registration No.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Whether registered with Registrar of Firms/Companies? Date of Registration (Attach copy of registration)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Whether registered with Sales Tax Department? Date of Registration</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Whether registered with Health Department / or any other authority? Date of Registration.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Whether registered with Labour Department? Date of Registration.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Whether registered for GST? Date of Registration.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Please attach a copy of CA certified Balance Sheet and P &amp; L Statement.</td>
<td>a provisional Balance Sheet &amp; Profit &amp; Loss Statement for FY 2019-2020 has to be furnished</td>
</tr>
</tbody>
</table>
Bank Details

1) Name of Bank
2) Branch
3) Type of Account
4) Account Number
5) IFSC Code

*Years of experience of in providing catering services.

** Name of the Organisations / Corporations / Departments where the experience has been gained and number of persons the agency was serving (each location wise)

Annual Turnover at each of the Catering location/s.

Name, Designation & Contact details of the key person at the above indicated location/s from the Contracting Establishment.

Please indicate the particulars of the personnel with relevant professional qualifications (viz., Degree / Diploma in Catering Technology / Hotel Management) at the Supervisory level?

Particulars of Payment towards EMD of Rs 17500=00 (Rupees Seventeen Thousand Five Hundred Only)

UTR No.---------- Dated -------------- on------------------ Bank, -------------------------

Branch for Rs Rs 17500=00 (Rupees Seventeen Thousand Five Hundred Only)

19. Pre Contract Integrity Pact as per Annexure V (submitted) – Yes/ No

* Bank reserves right to decide the cut off duration of experience.

** Bank reserves right to call for proof / documents for verifications.
DECLARATION

1. The above information is true to the best of my knowledge and if any information is found untrue or false I may be debarred from the tender process/being given the contract.
2. I/We agree to abide by the terms and conditions stipulated by NABARD.

SIGNATURE

Date:
Name and Seal of firm

Enclosure
Please Note:
(This format together with the UTR No for ------ EMD remitted to NABARD Current A/C shall be sent in separate sealed cover super scribing - "TECHNICAL BID" along with “Price Bid” with both the bids in another sealed cover with superscription “Offer for Catering Services” and dropped in the Box kept Tender Box kept in 2 nd Floor of NABARD Building. **Last date for receipt of Tender is 30 April 2021.**
### Turnover Details:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Contracts of Value not less than Rs 20= 00 lakhs</th>
<th>Contracts of Value not less than Rs 25=00 lakhs</th>
<th>Name &amp; Designation of Administrative Officer</th>
<th>Contact Details</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
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<tr>
<td>3.</td>
<td></td>
<td></td>
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</table>

### Balance Sheet Details:

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<th>Year</th>
<th>Turnover ( Rs )</th>
<th>Page Number in the Attached Annexure</th>
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<td>2017-18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018-19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019-20</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## ANNEXURE – IV

**Price Bid (Rates to be quoted inclusive of all taxes)**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Service Description</th>
<th>Rate in Figures (in Rs.)</th>
<th>Rate in Words (in Rs. (Per Unit))</th>
<th>No of Meetings per annum</th>
<th>Average Number of participants</th>
<th>Total AMOUNT per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Standard Lunch (Buffet) as per menu given in Appendix.</td>
<td>35</td>
<td>40</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>Regular Lunch (Buffet) as per menu given in Appendix.</td>
<td>40</td>
<td>40</td>
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</tr>
<tr>
<td>3</td>
<td>Executive Lunch (Veg) (Buffet) as per menu given in Appendix.</td>
<td>4</td>
<td>50</td>
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<td></td>
<td></td>
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<tr>
<td>4</td>
<td>Executive Lunch (Non-Veg) (Buffet) as per menu given in Appendix.</td>
<td>16</td>
<td>80</td>
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<tr>
<td>5</td>
<td>Snacks in Officers’ Lounge as per menu given in Appendix.</td>
<td>100</td>
<td>20</td>
<td></td>
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<td></td>
</tr>
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</table>

| 1 | 2 | 3 | 4 | 5[2*3*4] |

Page 28 of 36
<table>
<thead>
<tr>
<th>6</th>
<th>Rate for Tea / Coffee (per day basis to be served to all officers on all working days) [inclusive of Tea Bags/Coffee Sachets, Sugar Cubes/Sachets, Dairy Whitener/Milk Powder] as per Appendix</th>
<th>Rate in Figures (in Rs.)</th>
<th>Rate in Words (in Rs.) (Per Unit)</th>
<th>No of Tea/Coffee consumed per day for which payment will be made</th>
<th>No of working days per annum (in a month 20 working day will be considered for which payment will be made)</th>
<th>Total AMOUNT per annum</th>
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<tbody>
<tr>
<td>200</td>
<td>240</td>
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<table>
<thead>
<tr>
<th>7</th>
<th>Rate for Tea / Coffee to be served in meetings/ seminar/ workshops etc [inclusive of Tea Bags/Coffee Sachets, Sugar Cubes/Sachets, Dairy Whitener/Milk Powder] as per Appendix</th>
<th>Rate in Figures (in Rs.)</th>
<th>Rate in Words (in Rs.) (Per Unit)</th>
<th>No of Meetings for Tea/Coffee consumed in meetings/ seminar/ workshops per annum for which payment will be made on actual basis</th>
<th>Average No of participants per meeting</th>
<th>Total AMOUNT per annum</th>
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<tbody>
<tr>
<td>330</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
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</table>

**NB:** [The rates quoted should be inclusive of GST and further the number of meetings per annum & the average Number of participants is indicative and the actual number may vary.]

**SIGNATURE**

Name and Seal of firm

Date:
Annexure - V

To be provided on ₹200 Stamp paper

PRE- CONTRACT INTEGRITY PACT

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 …………………………………….. . 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 cartelisation 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 the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is

Shri Pramod Kumar Sangewar, IRSS (Retd.)
H. No. 12-5-65/1, Flat No. 109 Sri Harsha Sethuram Unique
Vijayapuri Colony, South Lalaguda Secunderabad 500017
Telangana State

(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 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 Chairman of NABARD.

Section 10 – Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

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

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

Place ______________________
Date ____________________

Witness 1:
(Name & Address) ________________________________
______________________________
______________________________

Witness 2:
(Name & Address) ________________________________
______________________________
______________________________