

Tender for providing Catering Services at
National Bank Staff College



Name of the Bidder:

Address :

CALENDAR OF EVENTS

ISSUE OF ADVERTISEMENT	: March 11, 2022
DATE OF PRE-BID MEETING	: March 24, 2022
LAST DATE FOR SUBMISSION OF TENDERS	: April 05, 2022 (03:30 PM)
DATE OF OPENING OF TECHNICAL BIDS	: April 05, 2022 (04:00 PM)
DATE OF OPENING OF COMMERCIAL BIDS	: Will be intimated to eligible bidders

National Bank Staff College
(National Bank for Agriculture and Rural Development)

Sector-H, LDA Colony
Kanpur Road, Lucknow-226012

This Tender document consists of 52 pages

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Tender for providing Catering services at National Bank Staff College

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PART A: Technical Bid

Tender Notice **for** **providing Catering services at National Bank Staff College**

I. TENDER NOTICE

National Bank for Agriculture and Rural Development (NABARD), is a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs)/Training Establishments (TEs) in different cities across the country.

2. NABARD invites sealed tenders for one of its Training Establishments namely National Bank Staff College (hereinafter referred to as “NBSC”) situated at Sector- H, LDA Colony, Kanpur Road, Lucknow under Two-Bid system for Providing Catering Services at National Bank Staff College (NBSC), Lucknow, initially for a period of 11 months starting from May 01, 2022 to 31 March, 2023 and extendable for a further period at the same rate/mutually agreed rate at the sole discretion of the Bank, depending on the performance of the Contractor.

3. Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login NABARD’s e-Procurement portal (<https://nabard.eproc.in/>).

4. Tenderers are requested to submit their bids through e-tendering (e-bid) mode by login e-Procurement portal of NABARD (<https://nabard.eproc.in/>) for the aforesaid Tender as per detailed technical specifications and other requirements as mentioned more specifically elsewhere in this e-tender document. For this purpose, tenderers will be required to register themselves on e-Procurement portal of NABARD and create user ID and Password. For more information regarding e-bid process and procedure of submission of e-bid, bidders may follow ‘Bidding Manual’ available on e-Procurement portal of NABARD or seek assistance of Help Desk / Support Team of M/s C1 India Pvt. Ltd., the facilitating agency, engaged by NABARD for e- procurement process (contact details are given below).

5. The e-tender will be available to the bidders /contractors on e-Procurement portal of NABARD (<https://nabard.eproc.in/>) for download from 11 March 2022 and also on NABARD’s website (for reference purpose) <https://www.nabard.org/> as well as from Central Public Procurement Portal. There will be no charges for downloading the tender documents

from the web site.

6. Tenderers are advised to submit e-tender (e-bids) through e-Procurement portal of NABARD (<https://nabard.eproc.in/>) only, after carefully following the instructions related to systems and procedures as indicated on the link and step-wise tutorials (Vendor Guide) provided for submission of e-bids. Tenderers can upload their tender documents directly from their PC in the designated folder created for them in On-line Bid form. Please refer the section on uploading various Tender documents in the help guide provided in the Bidding Manual (Vendor Guide) available in the home page at NABARD e-Procurement portal. In case of any further guidance, help and support while submission of e-bids, NABARD has engaged M/s C1 India Pvt. Ltd. As a facilitating agency who have created exclusive 'Help Desk' / 'Support Team' for facilitation of bidders. Their contact details are mentioned as under:

i. Fairlin Jivin 0124-4302000 ext 112 / +91 97736 19095 / fairlin.jivin@c1india.com

ii. Ujwala Shimpi 0124- 4302000 ext 114 / ujwala.shimpi@c1india.com

iii. Sachin Toraskar 0124-4302000 ext 200 / Sachin.toraskar@c1india.com

Email: nabardsupport@c1india.com

7. The tenderer / bidder shall submit two separate e-bids for the captioned Tender i.e. Technical Bid and Financial Bid which should be completed in all respect. The same can be downloaded online from the NABARD's e-Procurement website viz. <https://nabard.eproc.in> Instructions regarding Technical Bid, Financial Bid, electronic bid (e-bid) submission process and description & scope of supply and the services required have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.

8. It must be noted that only those Bidders who are willing to enter into Integrity Pact (IP) with the NABARD/NBSC on every stage of bidding, will be eligible to participate in the bidding process. Tenderer must implement Integrity Pact (IP) in the prescribed format (ANNEXURE IV) in all phases of the contract. (<http://www.cvc.nic.in>) Bidders have to upload scanned copy of Integrity Pact on e-procurement portal while submitting the bid and submit signed and stamped original Integrity Pact on Rs. 200/- non-judicial stamp paper.

9. e-Tenders must be submitted online not later than 3:30 PM on 05 April 2022. Tenders received after stipulated date and time shall not be entertained. Bidders are requested to make note of dynamic time being displayed on e-Procurement portal of NABARD to ensure that the bids are submitted on time.

10. The Technical Bids will be opened online on 05 April 2022 at 4:00 PM at NBSC Committee Room, Lucknow – 226012 in presence of the interested bidders who choose to be present or in any eventuality, on the date and time as decided by NABARD. All the bidders are advised in their own interest to be present on the specified date. No separate intimation will be given in this regard. Please note, not more than two representatives from each bidder shall be entertained. The representative has to furnish an authorisation letter from the respective bidder on their letterhead for participating in the technical bid opening.
11. The Financial Bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of Financial Bid shall be intimated separately to the technically qualified bidders only.
12. The Financial Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.
13. NABARD does not bind itself to accept the lowest bid (L1). Tenderers shall have to furnish rate analysis for scrutiny of rates by NABARD, if required.
14. The decision of the NABARD/NBSC shall be final and binding with regard to technical and financial bids and the e-tendering process.
15. The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement.
16. The bids shall remain valid and open for acceptance for 90 days from the date of opening of price/ financial bid.
17. All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.
18. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever. The decision of the NABARD/NBSC in this regard shall be final. In the event of intending tenderers fail to satisfy the NABARD/NBSC, the NABARD/NBSC reserves the right to reject the tender.
19. NABARD reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on NABARD's e-Procurement portal, NABARD's and NBSCs website only.
20. Rates are to be quoted in Annexure III in Part A for Normal Training Programmes; in Part B for Special Training Programmes; and in Part C for Tea/Coffee in office. Final award of work shall be decided based on least quoted value (L1) arrived by formula as mentioned

below:

Weighted Value of work = 0.55 * (Subtotal A) + 0.35 * (Subtotal B) + 0.1 * (Subtotal C)

Subtotal A = FOR NORMAL TRAINING PROGRAMMES.

Subtotal B = FOR SPECIAL TRAINING PROGRAMMES.

Subtotal C = For Tea/Coffee in Office

The Rates to be quoted shall be without taxes. The Applicable taxes on catering services will be paid by NBSC to the Contractor in addition to the rates quoted above.

21. Earnest Money Deposit (EMD)

The EMD of Rs.70,000/- is to be directly credited in NABARD's Bank Account as per details given in the table below.

Name of the A/C	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Bank Name	NABARD
Branch Name	HEAD OFFICE, MUMBAI
IFSC Code	NBRD0000002
Account Number	NABADMN20

EMD is not applicable to MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations.

22. Terms of Payment

Successful bidder shall be paid for catering charges on training programmes basis after successful delivery of the services and submission of proper invoice. Catering charges shall be calculated based on actual service provided by the contractor.

Statutory deductions like Income Tax-TDS, GST-TDS, shall be made from the invoices, as per the applicability.

23. Eligibility Criteria

Only those bidders, who have minimum experience as given below in undertaking works in providing in-house multi-cuisine catering (i.e., Veg, Non-Veg, South Indian, North Indian, Chinese, Continental, etc.) to training institutions of Banks, Central Govt. Financial Institutions & Educational Institutes of National importance recognized by MHRD and name

appearing on website of MHRD or reputed Private organizations.

(i) The bidder should have experience of 5 years of similar works. The time period of 5 years shall be reckoned as on 31 March 2021

(ii) The bidder should also have done at least one of the following work assignment:

Three similar works whose individual value is not less than Rs.14 Lakhs **OR**

Two similar works whose individual value is not less than Rs. 17.50 lakhs **OR**

One similar work whose value is not less than Rs.28 lakhs

(iii) Annual turnover of the bidder during each of the last 3 years should be at least 10.50 Lakhs

Detailed Eligibility Criteria is mentioned on page 10 of the document.

24. Submission of Quotation

The procurement shall be through e-tendering in o2 bid system i.e Technical Bid and Financial Bid.

A) The Technical Bid (Part I) shall contain,

- i) Forwarding letter (as per the pro-forma given in **Annexure I**) on the letter head of the bidder along with certified true copy of the Power of Attorney of the signatory.
- ii) Profile of the bidder as per Annexure II duly signed and stamped.
- iii) Integrity Pact as per prescribed format (Annexure IV) on Rs.200/- Non-Judicial Stamp Paper (refer to point 8 on page 4 also).
- iv) Proof of e-payment of EMD of Rs.70,000/- or document justifying exemption from EMD
- v) Copy of Income tax return (ITR), audited balance sheet in support of annual turnover for last three years 2020-21 and 2019-20 and 2018-19
- vi) List of Customers with copies of work orders, value of work executed, with certificate from employer
- vii) PAN card copy
- viii) GST certificates
- ix) Cancelled cheque copy
- x) Part A of the Tender document (Technical Bid) duly filled in and signed by the bidder on each page with seal.
- xi) Other supporting documents mentioned in Technical Bid duly signed along with seal.

Technical e-Bid shall be opened on 05 April 2022 at 4:00 PM.

B) The Financial Bid (Part II) shall contain only duly filled in the prescribed format (Annexure III).

The online financial bids will be opened on a suitable date, only for those bidders who are found suitable and eligible in Technical bids as per the laid criteria, which will be communicated later.

C) TENDERS SUBMITTED IN A SINGLE BID, IF ANY, WOULD NOT BE OPENED.

D) Technical e-Bid will be opened on 05 April 2022 in the presence of tenderers/ their authorised representative who choose to be present. After opening of the Technical bid and assessing the conditions, the date and timing of opening of Financial Bid shall be intimated to eligible vendors within a reasonable period.

E) Tenders received late on account of any reason whatsoever as also Telegraphic and Faxed Tenders shall not be entertained.

F) The tender shall not include any conditions whatsoever. In case, any conditions are included in the Tender the same shall not be taken in to consideration. The tender in such cases is liable to be rejected. Clarification, if any, shall be obtained from NBSC before submission of the tender.

25. Other Conditions

1. The Technical Bids will be evaluated for credentials, experience & capability based on the documents submitted in technical bid, **physical inspection of the bidders' establishment, physical inspection of their clients' site and feedback obtained on their past performance from their clients.** Those bidders satisfying the technical requirements as determined by NBSC and accepting the terms and conditions of these documents shall be short-listed. Decision in this regard will be at the sole discretion of NBSC.

2. The tenderer may have to furnish Rate Analysis for the scrutiny of rates by NBSC for negotiation etc., if required. Tenders, which do not fulfil all or any of the above conditions and conditions mentioned in the tender documents or are incomplete in any respect are liable to be rejected.

3. Any discrepancies, omissions, ambiguities in the tender documents or any doubt as to their meaning should be reported in writing to The, Principal, National Bank Staff College, Sector 'H', LDA Colony, Kanpur Road, Lucknow - 226012, where information sought is not clearly indicated or specified. NBSC will issue clarifications to all the tenderers, which will become part of the contract document. NBSC will not be responsible if the discrepancies, omissions,

ambiguities in the Tender documents or any doubts as to their meaning are not brought to the notice of NBSC, before three working days prior to the date of submission of the tender.

4. Falsification/suppression of information shall lead to disqualification of the bidder/ cancellation of contract even after award of work during the currency of the contract.

SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be obtained from our office or can be downloaded from	
	website:	https://nabard.eproc.in/ www.nabard.org www.nbsc.in
	From	11 March 2022
	To :	05 April 2022
Tender Processing Fees	Nil	
Earnest Money Deposit (EMD)	The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.70,000/- through Directly crediting in our Bank Account. Account details mentioned below. A proof of payment may also be attached with the tender document.	
Account Details of National Bank Staff College, Lucknow for payment of Tender Fee and Earnest Money Deposit	Name of the Account : National Bank for Agriculture and Rural Development Account No. NABADMN20 IFSC Code No: NBRD0000002 . Name of the Bank: NABARD Branch: Head Office, Mumbai	
Pre-Bid meeting	March 24 , 2022	
Last date of submission of Tender	April 05, 2022	
Opening of Technical Bids	1600 hrs. on 05 APRIL 2022 Authorized representatives of vendors may be present during opening of the Technical Bids. However Technical Bids would be opened even in the absence of any or all of the vendors' representatives.	
Opening of Commercial Bids	On a subsequent date, which will be communicated to such bidders who qualify the Eligibility Criteria and Technical Bid.	
Contact Details :		
Address for Communication And submission of bid.	National Bank Staff College, 1 st floor, DPSP Section, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012	
Landline	2497000	

Bidisha Dora
Deputy General Manager
NBSC

II. ELIGIBILITY CRITERIA

1. Bidder shall be a professional Contractor (proprietor, firm, company, etc.) with a minimum of 5 years' experience as on 31 March 2021 in providing in-house multi-cuisine catering (i.e., Veg, Non-Veg, South Indian, North Indian, Chinese, Continental, etc.) to training institutions of Banks, Central Govt. Financial Institutions & Educational Institutes of National importance recognized by MHRD and name appearing on website of MHRD or reputed Private organizations.
2. Bidder shall have a minimum annual turnover of Rs 10.50 Lakh per year for the last three financial years (i.e. 2018-19, 2019-20 & 2020-21), duly supported by audited or CA certified statement of accounts. Names and addresses of clients along with details regarding nature, amount and period of the contracts shall be furnished along with Technical Bid (Part-A).
3. The bidder should also have done at least one of the following work assignment:
Three similar works whose individual value is not less than Rs.14 Lakhs **OR**
Two similar works whose individual value is not less than Rs. 17.50 lakhs **OR**
One similar work whose value is not less than Rs.28 lakhs
4. The bidder shall be based at Lucknow or have a representative establishment at Lucknow.
5. The bidder shall deposit ₹ 70,000/- (**Rupees Seventy Thousand only**) as **Earnest Money Deposit (EMD)**, by means of a e-transfer directly to NBSC's Current Account Number as per the details given below:

Name of the A/C	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Bank Name	NABARD
Branch Name	HEAD OFFICE, MUMBAI
IFSC Code	NBRD0000002
Account Number	NABADMN20

Tenders submitted without the prescribed EMD will be rejected. EMD is not applicable to MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations.

6. Track record of the bidder shall be clean without any involvement in illegal activities or financial frauds. There shall not be any case with the Police/Court/Regulatory authorities against the bidder.

7. The bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.
8. The bidder must not have been suspended/delisted/blacklisted by any organization including NBSC, on any grounds.
9. The bidder should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The bidder shall give details of all disputes he/she had with his/her clients and furnish the status thereof.
10. If the performance of the bidder is/has been found to be unsatisfactory for any reasons, whatsoever, in any organization including NBSC, then NBSC reserves the right to reject the bids submitted by such bidder.
11. The bidder shall have applicable and valid registrations with statutory authorities constituted for Labour welfare and other purposes such as ESI, EPF, PAN, TIN, GST, etc., duly supported by copies of certificates of registration.
12. Successful bidder shall have to obtain the license from the Competent Authority under the provisions of Food Safety and Standards Act, 2006 and Food Safety and Standards (licensing and registration of food businesses), Regulations 2011 at own cost, and submit to NBSC/ NABARD within 6 months from commencement of the contract.
11. Bidding firms/companies shall have current account in a scheduled commercial bank.
12. The bidders shall submit documentary evidence in support of the above eligibility criteria.
13. Bidders shall submit valid license for catering under Shop and Establishment Act (as per point No.07 of Annexure II on page 32.

III. PRE-BID MEETING

A Pre-bid Meeting shall be held with the intending Contractors at **on 24 March, 2022**, to clarify doubts, if any, raised by them on the tender. No separate communication shall be sent for this meeting. The requests for clarifications may be submitted in writing either prior to or on the day of the pre-bid meeting.

IV. TERMS & CONDITIONS

1. Initially, the contract will be awarded for **11 months** starting from May 01, 2022 or a subsequent date indicated in the work order. The tenure may thereafter be extended for a period of one year with mutual consent, subject to satisfactory performance, preferably at the same price as has been accepted by the NBSC for the initial tenure. NBSC may consider giving a maximum of 5% increase upon the quoted rate on further renewal of Contract, if found suitable based on the feedback of participants and recommendations of the Mess Committee constituted by the College. Any decision taken by NBSC in this regard shall be final, conclusive and binding on the Contractor.
2. NBSC will have the option to terminate the contract, after giving notice of one month in writing without assigning any reason there for, if the contractor commits breach of any of the conditions contained in this contract or fails to render the services to the satisfaction of NBSC. However, the Contractor shall not be entitled to terminate the Contract before completion of the aforesaid period of 11 months and in the event of the contract being extended by the College beyond the said period, the Contractor may terminate the contract by giving **two months** prior notice in writing.
3. NBSC reserves the right to reject any or all offers without assigning any reason there for. NBSC shall decide not to avail of any services from any bidder as a consequence of this Tender/ Advertisement. The NBSC also reserves the right to re-issue/ recommence the entire bidding process without the vendors having the right to object. Any decision of the NBSC in this regard shall be final, conclusive and binding on the bidders.
4. EMD of the unsuccessful bidder shall be returned after finalization of the tender. It shall not carry any interest. EMD of the successful bidder shall be retained and adjusted towards Security Deposit. EMD so retained shall also not bear any interest.
5. The acceptance of offer of contract shall be communicated by the successful bidder such that the acceptance is received by the NBSC within 7 days from the date of issue of the Offer. Failure to accept the offer and communicate accordingly within this period shall result in forfeiture of the EMD and revocation of the offer.
6. Successful bidder shall be required to deposit a further sum of **₹ 1,30,000/- (Rupees One Lakh Thirty Thousand only)** within 7 days from the date of acceptance of offer, towards **Security Deposit** for due performance of the contract. The total Security Deposit of **₹ 2,00,000/- (Rupees Two Lakh Only)** shall be refundable after

expiry/termination of the contract.

The contract shall automatically become null & void and EMD of ₹ 70,000/- will stand forfeited in the event of the contracting firm failing to deposit the amount as above. However, NBSC reserves the right to revive the contract, if circumstances warrant. The security deposit shall not bear any interest.

7. Successful bidder also has an alternative for point 6 above. A Bank Guarantee equivalent of Rs.2 lakhs, valid for a period equivalent to duration of the contract may be furnished by the successful tenderer in lieu of the Security Deposit, upon award of contract. The bank guarantee shall be renewed for a further period in case of renewal of the contract by the NBSC.
8. On payment of the security deposit, the contracting firm will be required to enter into an Agreement/Contract, as per Annexure V, on stamp paper of appropriate value containing inter-alia all the terms and conditions of the contract, as approved by NBSC.
9. If the successful bidder fails to comply with the terms and conditions of the Agreement/contract in course of the contract period, the security deposit shall be forfeited in full or in part as decided by the Competent Authority.
11. The contractor shall provide Catering services as specified in the **“Scope of work and specific terms & conditions for catering” in paragraph V hereinafter.**
12. Catering services for the participants/guests shall be provided on all days during the contract period. “Participants” means those attending the training programmes of the College and “Guests” means those who are authorised visitors to NBSC.
13. **Tea, Snacks, Breakfast and Lunch services shall also be provided to the members of the staff/guests of the College on daily basis.** Staff means who are employed at NBSC either as Faculty/Administrative staff/support staff. In addition, dinner also shall be provided to staff, if required. Failure to provide the service shall attract penalty. The amount of penalty shall be decided by NBSC on each occasion and shall be final.
14. Training programmes are conducted throughout the year, but the number of participants may vary from time to time and NBSC does not guarantee any minimum number of participants. NBSC expects on an average 6000 “Trainee Days” per year. This number is indicative and actual number of trainee days may increase/decrease. “Trainee Days” means number of trainees multiplied by number of training days for each program. “Trainee Days” for any year will be sum of “Trainee Days” of each programme conducted.

However, NBSC shall pay the contractor minimum charges for 22 participants, if the average number of participants availing catering services on Programme days is less than 22 during any programme. Bidder should consider this while quoting the catering charges.

15. There might be occasions when no training is conducted during a particular period/ month. For a month in which no training programme has been conducted, NBSC shall pay not more than Rs.50,000/- for that month for maintaining workers and ensuring continuity of other services. The contractor's catering services shall be available throughout the year without any break, for the Faculty and Staff of the College for which payment will be made on actual meal/services availed.
16. Charges for providing catering services for participants/ guests shall be paid on per head per day basis, if they avail lounge services for an entire day. When participants/ guests avail only part service, charges shall be paid on per head per meal basis.
17. The contractor shall provide adequate number of competent and well-trained staff for cooking, cleaning, dining and room services.
18. Minimum number of staff, including a Manager as overall in-charge, **highly skilled professional Chef trained in multi cuisine**, Assistant Chefs, Kitchen helpers, Waiters, dining hall helpers etc., shall be maintained at any point of time, sufficient to manage the requirements of the College at all times. The contractor shall have full control of such employees and shall give necessary guidance and direction to carry out the jobs assigned to them by the contractor. The catering staff are to be allotted duties specific to catering work and not given other sundry work.
19. Residential accommodation shall not be provided by NBSC to the workmen of the contractor. However, a few workmen of the contractor will be allowed to stay in the kitchen premises to attend to early hour duties. Their presence, however, should not cause any disturbance to normal functioning of the College.
20. **No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.**
21. No advance shall be paid. Bills for catering services may be raised by the contractor on a fortnightly basis and the same shall be settled after deducting all applicable statutory taxes. TDS Certificate shall be issued every quarter in support of TDS deductions effected from the bills.

22. The contractor, if applicable, shall comply with all municipal and other regulations relating to preparation and sale of food stuff, beverages and refreshment and shall obtain necessary licenses and permits, including licenses under Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation & Abolition) Act, 1970, at his/her/their own cost. NBSC shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments.
23. In case of any labour problems related to the workmen staff of the Contractor, the same shall be settled at the contractor's end only. The Contractor shall indemnify National Bank Staff College suitably. It shall be the duty of the Contractor to clearly inform his own personnel/staff that they shall have no claim whatsoever against National Bank Staff College and they shall not raise any industrial dispute, either directly and/or indirectly, with or against National Bank Staff College, in respect of any of their service conditions or otherwise.
24. The Contractor shall indemnify and keep indemnified, defend and hold good the National Bank Staff College, its officers, employees and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Contractor or his/her/their services personnel on account of misconduct, omission and negligence by the Contractor or his service personnel.
25. The Contractor shall be registered with the Central/State Body concerned and shall abide by State Labour/Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract, including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI, etc., and shall indemnify the National Bank Staff College against risks and damages arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations, etc., laid down by the Government, Statutory authorities Regulations and other Government bodies, if any, from time to time.
26. The contractor or his staff shall not use the premises, properties, fixtures, fittings, etc., of NBSC for any purpose other than those expressly provided in the contract. It shall be open to officials of NBSC to inspect the Lounge and Kitchen at any time.

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

27. The contractor or his/her authorized representative has to attend the review meetings convened every month or as and when required, for discussion, evaluation of performance of the contract, and compliance to statutory issues, etc.
28. In the event of any damage being caused to the movable or immovable property of NBSC or its client or to the property of the employees of NBSC, the NBSC reserves the right to compute the damage in terms of money and to deduct the money from the bill of the contractor or from the amount payable to the contractor by the NBSC and recover the remaining amount, if any, by way of civil damages.
29. The contractor shall not use the logo, name, identity or letterhead of National Bank Staff College or National Bank for Agriculture and Rural Development and the relationship between the contractor and NBSC being on principal-to-principal basis, the contractor shall not hold himself/herself as an agent of NBSC.
30. The contractor shall not use NBSC's address on his letterhead/stationery for purposes of Registration with any Government/Local Body or any other organization or person and no tenancy shall be created by the presence of his workmen/employee on NBSC's premises.
31. To ensure effective implementation of this contract, the Principal or an authorized official of NBSC shall issue instructions, either orally or in writing to the contractor and such instructions shall be deemed to be a part and parcel of this contract and shall be binding on the contractor. In all matters relating to or incidental to this contract, if there arises any doubt or dispute or disagreement, the decision of the Principal, NBSC shall be final and binding on the contractor.
33. It shall be the contractor's responsibility to ensure that the obligations under the terms of this contract are duly performed and observed.
34. National Bank Staff College reserves the right to amend/modify the tender document or issue any corrigendum to the bid process. The bidder shall not contest the right of the NBSC to do the aforesaid.

35. Price Bid shall be submitted along with the Cost Analysis.

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

37. Contractor's Employees

- i) The employees engaged by the contractor shall be trained and experienced people having good health, character; well behaved, obedient and skilful in their tasks. They should be conversant in English and Hindi.
- ii) The Contractor shall appoint a **professionally qualified Chef trained in multicuisine, with work experience in reputed star hotels or training institutions of banks/Central Govt. Financial Institutions/Corporate Sector.**
- iii) The contractor shall furnish list of his/her employees to be deployed at NBSC, along with their qualifications, experience, address, photos, etc.
- iv) The Contractor shall ensure that they observe cleanliness and are properly dressed in clean uniform with hand gloves, head caps & identity cards, during their hours of service.
- v) The Contractor shall take all precautionary measures to ensure the safety of the workmen employed by the contractor and NBSC shall not be responsible in case of any eventuality.
- vi) The contractor shall take prior permission from the authorized official of NBSC before deploying any employee at the NBSC. However, NBSC reserves the right to reject any particular workmen/staff placed employed by Contractor under the contract with NBSC, without assigning any reason therefor.
- vii) The Contractor shall submit the list of employees working for NBSC and inform NBSC whenever there is any change.
- viii) The Contractor shall organize medical examination of all the staff before initial deployment and furnish the medical reports to NBSC. Any person found to be

medically unfit or unsuitable shall have to be removed by the Contractor from the services immediately and suitable replacement shall have to be arranged forthwith. NBSC shall arrange for medical check-up of the canteen personnel if considered necessary by the NBSC and the Contractor shall withdraw any person who is found medically unfit for the job and arrange for an appropriate substitute. The cost if any incurred by NBSC in this regard shall be borne by the Contractor.

- ix) The Contractor shall arrange to issue Identity Cards to all the staff, through Assistant Manager/Manager (Protocol & Security) of National Bank Staff College, after submitting necessary documents in the form of antecedent verification report from the Police station, Address proof and Identification proof etc.
- x) The Contractor shall ensure that none of his personnel on duty is in inebriated state or consumes drug, prohibited substances, smoke, etc., while on duty or otherwise inside NBSC premises. The Contractor shall remove any employee who in the opinion of NBSC is guilty of misconduct, or is in any manner unfit or unsuitable for service. The Contractor shall at all times indemnify NBSC against all claims which may be made under the Workmen's Compensation Act, or rules there under or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Contractor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions/commissions done by them.
- xi) The workmen/employees engaged by the Contractor shall not have any right/claim over the facilities enjoyed by NBSC staff, participants, etc. It is clearly understood that the contractor's employees shall not have any employee-employer or master-servant relationship with NBSC.
- xii) The Contractor shall ensure:

That all instructions, guidelines and specifications issued to the Contractor by National Bank Staff College are clearly and effectively communicated by the Contractor to its employees and personnel;

That all instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the Contractor so that the reputation of National Bank

Staff College is not compromised.

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

38. Failure to Exercise NBSC's rights

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

39. Tenancy Rights

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

40. Licences and Registrations

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

(ii) The Contractor shall register with the Registrar of concerned Central/State Body and shall abide by State Labour/Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act 1950 and as amended from time to time, Payment of Wages Act 1935 and as amended from time to time, Provident Fund Act, ESI Act, etc. and such other Statutory Enactment, Rules and Regulations laid by the Government and local body in force, coming into force which may apply to this agreement. The Contractor shall indemnify the Principal Employer (NBSC) against risks and damages arising out of the default on the part of Contractor due to negligence or non-compliance of

any of the aforesaid rules, regulations etc. laid down by the Government and other statutory authorities from time to time.

(iii) The Contractor shall comply with all requirements of law with regard to the provision of labour and ensure that an appropriate licence from concerned labour department is obtained. It shall be the responsibility of the Contractor for furnishing necessary Statutory information/documents in proof of the above whenever called for by NBSC. In case of any labour problems related to the workmen staff of the Contractor, the same shall be settled at the Contractor's end only.

41. Disputes Resolution

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

I/We have read the above terms and conditions and are acceptable to me/us.

Signature of the authorized person:.....

Name of the signatory (.....)

(in block capital letters) :

Status of the signatory i.e. Proprietor/Partner/Company:

Date:

(Note: In case the Tenderer is a company, the certified true copy of the resolution from the Board of Directors authorizing the executive of the company to submit and sign by and on behalf of the company is to be enclosed. If the tenderer is a partnership firm, it must be registered under the Partnership Act and the authorization from all the partners is necessary authorizing one of the partners who is signing the Tender document. A notarized true copy thereof may be enclosed.)

V. Scope of Work and Specific Terms & Conditions

1. Scope of Work

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

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

2. Cooking Gas/Fuel

NBSC shall provide commercial LPG gas connection and the Contractor shall arrange for regular supply of commercial LPG gas refills at his own cost and pay directly to the gas dealer. The Contractor must ensure prompt and uninterrupted supply of gas by placing order with the dealer sufficiently in advance and arrange for alternative sources when there is any short supply of gas. NBSC may also provide Piped Natural Gas connection in future. The usage

charges on actual basis for the same will be borne by the Contractor. Also the food will be served in hot condition and the contractor will arrange for and bear the cost of the solid fuel required to keep the food hot.

3. Electrical Fittings and Water

NBSC shall provide the Contractor kitchen equipment, Chimney, fans, exhaust fans, refrigerator, deep freezer, water cooler, water & electricity. These electrical fittings and equipment shall be handled in a proper manner and shall be cleaned regularly by the contractor, at his own cost. The Contractor shall keep the usage of water and electricity restricted to a reasonable level.

4. Furniture and Fixtures

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

5. Damage to other articles in the premises

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

6. Crockery, Cutlery, Cooking utensils etc.

i) The Contractor shall be provided with crockery, cutlery, table linen, cooking utensils and other articles that are necessary and required for providing catering services, as detailed in an inventory list, copy of which shall be provided to the contractor. The Contractor shall at all times keep and maintain all the articles in a clean, neat, hygienic and tidy order. The Contractor shall maintain inventory of the stock of items given to him/her. An inventory

statement giving clearly the break-up of stock, including usable items, items rendered unusable due to normal wear and tear and breakage/missing, if any, shall be submitted to NBSC by 10th of every month, which shall be checked by the authorized official of NBSC in comparison with the original inventory list.

ii) Breakage shall be kept to a reasonable level, not more than 20%. If breakage takes place on account of negligence or mishandling of the equipment, utensils, crockery and cutlery by the staff of the

Contractor, the Contractor shall have to bear the entire cost in respect of such breakage. Similarly, the cost of any item missing shall be recovered from the Contractor in full.

7. Kitchen Equipment

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

8. Electricity

Charges for electricity consumed for lights, fans and other electrical appliances shall be borne by NBSC but proper steps shall be taken by the Contractor to ensure that the fans, lights and other electrical appliances are used with due economy and are switched off when not required or are used only to minimum extent necessary, so as to avoid wasteful consumption of electricity. NBSC reserves the right/option to levy penalty on the contractor in case of wastage of electricity.

9. Water Supply

Water required for maintaining the Lounge & Canteen shall be supplied by NBSC. The Contractor shall ensure economical consumption of water and shall ensure that there is no wastage of water. Leaking taps shall be brought to the notice of NBSC well in time to repair the same. In case of water shortage/no supply, the Contractor shall co-operate with NBSC for regulated supply by NBSC. The Contractor shall abide by such instructions, as may be

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

10. Maintenance of Lounge & Canteen

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

11. Personal Supervision

It shall be the Contractor's responsibility to ensure that the obligations under the terms of this agreement are duly performed and observed. A competent and qualified person with a minimum of three years' experience in this field shall be appointed as Manager whose name should be informed to NBSC and who shall remain in person on the campus to manage and supervise the catering services properly. The Manager should be conversant in English and Hindi.

12. Catering Standards

- (i) Food and provisions used should be of good quality and must be well established brands as specified in **Annexure C**. Food items & provisions shall be kept stored in closed containers in a hygienic manner. NBSC's officials will have the authority to inspect such articles of food and provisions at any time and will have full powers to order discontinuance of use of such articles of food and provision which are found to be of unsatisfactory standards and/or hygiene.
- (ii) High standards shall be maintained at all times with regard to quantity, quality and purity of food stuff. The catering staff shall maintain high standards of cleanliness in preparation and handling of food items; cooked food and cut fruit servings. Workmen handling cooking and cutting of food items shall maintain high level of personal hygiene and cleanliness.

- (iii) The Catering staff shall be courteous while serving the participants, guests, and guest faculty and staff members. **Rating of food will be done under heads Excellent, Very Good, Good and Poor by the participants. Rating of the service shall be maintained at 'very good' and above at all times.** The Contractor shall take steps to improve the service if 40% of the participants have rated the food served in a programme as below 'very good'. Also Mess Committee of NBSC will also rate the food after tasting it on the random basis 2-3 times a month. Mess Committee will also rate the upkeep and maintenance of Lounge/Canteen/Kitchen. If Mess Committee unanimously rates the food below "Very Good" a penalty of maximum 2% in the bills of programmes of that month will be levied. If Mess Committee unanimously rates the upkeep and maintenance of kitchen, canteen, lounge etc. below "Very Good" a penalty of maximum 2% in the bills of programmes of that month will be levied. The penalty as decided by NBSC shall be final and binding on the Contractor. The said amount shall be recovered while making payment in respect of the said Bill. In case the bill corresponding to the rating period has already been paid without deductions, NBSC shall be entitled to recover the penalty amount from the payments in respect of subsequent bills.
- (iv) The Contractor shall ensure that the food items supplied are as per the standards prescribed by the Government authorities and if at any time any fine is imposed by the Government authorities, the same shall be borne by the Contractor. NBSC will not pay any fine or penalty that may arise/or that may be imposed on account of the fault of the Contractor. The Contractor shall be personally and solely responsible for any consequences due to food poisoning, if any. Besides refusal of entire payment for the sessions during which such food poisoning has occurred, NBSC may initiate further stringent action, as deemed fit.
- (v) Utensils, cups, saucers, flasks, crockery, cutlery etc. shall be scrubbed and cleaned thoroughly with soap water and hot water. Kitchen utensils, cutlery, crockery, glassware, linen etc. used in the Lounge & Canteen shall be very clean & tidy and any laxity in this regard will attract severe penalties of the amount that shall be determined by NBSC which shall be binding on the Contractor.
- (vi) The Contractor shall ensure that the catering premises are kept neat and clean. A thorough master cleaning of all equipments, fixtures, utensils shall be carried out by the Contractor every weekend by removing the grime, grease, stains, oil etc. and wiped well

with a clean & dry cloth.

13. Provisions, fruits, vegetables etc.

- (i) The Contractor shall be solely and wholly responsible for the procurement of all food articles and provisions at his own cost. The Contractor shall bear complete financial responsibility for all purchases and financial commitments he may enter into for fulfilling the contract.
- (ii) It shall be the responsibility of the Contractor to store the materials purchased by him in a neat, tidy and hygienic manner in the space provided by NBSC. Security of such material shall be the sole responsibility of the Contractor.
- (iii) Quality of food and provisions used shall be of good standard as specified in **Annexure C**. NBSC shall have the authority to inspect such articles of food and provisions and shall have full powers to order discontinuance of use of such articles of food and provisions which are found to be not meeting the standards set out in the contract and/or on grounds of hygiene. Suitable refrigerator shall be provided by NBSC for storing perishables. It shall be the responsibility of the Contractor to store the materials in an appropriate and hygienic manner.
- (iv) Raw food items such as vegetable, milk, fish, mutton, chicken, eggs, fruit etc. shall be procured fresh and of good quality as per the NBSC's approval failing which the items shall be rejected and the Contractor shall replace the same with fresh products.
- (v) There shall be no reshuffling of food i.e. **leftover food of one meal shall not be served at the next meal.**
- (vi) The Contractor shall arrange to get the leftover food and other garbage disposed every day at regular intervals, at his/ her own cost, to the satisfaction of the NBSC.
- (vii) Reuse of burnt oil is strictly prohibited. Oil, once used shall not be used again.

14. Complaints and improvements

The Contractor shall carry out such improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by the participants, guest faculty and staff either directly to him/her or through the feedback report.

15. Utensils for cooking Non-vegetarian food

The Contractor shall ensure that cooking vessels and other utensils used for preparing non-vegetarian dishes are not used for cooking and serving vegetarian food. A separate cooking arrangement and use of separate utensils etc. shall be ensured for Vegetarian and Non-Vegetarian dishes.

16. Service Timings

(i) The timings for serving the Participants/Staff/Guests shall be as under:

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

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

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

Afternoon Tea – Afternoon - 03:00 PM (To be served in Office)

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

Evening Tea with Snacks – 5:15 PM (3To be served in Classrooms)

Dining hall service

Breakfast - 08:00 AM – 09:30 AM

Lunch - 01:00 PM – 02:00 PM

Dinner - 08:00 PM – 09:30 PM

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

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

(iii) Normally the service is a buffet service, however, at times, service as per specifications are to be provided i.e. sit-down service, banquet or any other form. The service of all food items should be "**UNLIMITED**" as per the requirement of the participants/guests from the spread available.

17. Preparation of the Menu

Menu for each day's breakfast, lunch, evening snacks and dinner shall be drawn up by the

Manager every week in advance, as per Annexure A & Annexure B, in consultation with the authorized official designated by the NBSC, with due regard to the seasonal requirements, needs and varying tastes of the participants coming to NBSC from different parts of the country. Signed menu shall be enclosed with the bills at the time of submitting the same for payment.

18. Participants not availing of services during a programme

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

19. Programme and the day following the end of Programme

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

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

20. Sick Participants/Participants observing religious fasts:

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

21. Miscellaneous

(i) Food shall be cooked only in the kitchen of the Lounge. Contractor shall not bring or serve any food prepared or cooked outside except for biscuits, cookies, branded snacks and sweets.

No outsider shall be permitted inside the Hostels and Lounge. Food shall not be served to any outsider, either on payment or free of cost.

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

22. Signing of Contract Agreement

(i) General instructions to the bidders and special conditions hereinbefore referred to shall be the basis of the final contract to be entered into with the successful bidder.

(ii) The Tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. The Tender shall otherwise be rejected.

(iii) On receipt of intimation from NBSC regarding acceptance of the Tender, the successful tenderer shall be bound to implement the Contract within fourteen days thereof. The successful tenderer shall sign an agreement in accordance with the extant provisions. The written acceptance by National Bank Staff College of a tender in itself shall not constitute a binding agreement between the National Bank Staff College and the Contractor so bidding.

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

CALENDAR OF EVENTS

ISSUE OF ADVERTISEMENT	: March 11, 2022	
DATE OF PRE-BID MEETING	: March 24, 2022	
LAST DATE FOR SUBMISSION OF TENDERS	: April 05, 2022	up to 03:30 pm
DATE OF OPENING OF TECHNICAL BIDS	: April 05, 2022	@ 04:00 pm
DATE OF OPENING OF COMMERCIAL BIDS	: Will be intimated to eligible bidders	

ANNEXURE- I
Forwarding Letter

(To be submitted on bidder's letterhead)

Place _____

Date _____

The Principal
National Bank Staff College
Sector-H, LDA Colony,
Lucknow – 226012

Mam/DearSir,

Sub: Tender for providing Catering Services at National Bank Staff College (NBSC)

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

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

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

4. I/We are enclosing following UTR no.dated for **₹ 70,000/-(Rupees Seventy Thousand only)** drawn in favour of 'National Bank Staff College' payable at Lucknow, towards EMD.

5. I/We agree that our tender remain valid for acceptance by NBSC 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.

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

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

8. I/We understand that NBSC 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 _____ 2018.

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 – II

Profile of the Bidder

(Part-I) – Basic Information

Sl. No.	Particulars	To be filled by the Bidder
1	Name of the bidder / firm / organization / company	
2	Type of firm/organization (Proprietorship/ Partnership/ Private Ltd etc. (Furnish copies of partnership/memorandum of Articles of association etc.)	
3	Name of the proprietor/partners/directors of the firm	
4	Year of Incorporation/registration	
5	Registered address of the firm	
6	Name, designation, telephone nos., email of the contact person / authorized signatory	
7	Whether License for providing catering is available (Registration under shops & Estt. Act) obtained (Yes / No) (Copy to be enclosed)	
8	Whether the firm has been in business of in-house multicuisine catering for at least 5 years (Yes / No) (Copy to be enclosed)	
9	Annual turnover of the firm for last 3 years (in Rs. lakh) (Furnish copies of audited balance sheets and profit & loss account statements)	a) FY 2018-19 b) FY 2019-20 c) FY 2020-21

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

Note: Copies of all the documents relevant to above details to be enclosed.

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

Name: _____

Profile of the bidder (Part-II) – Experience

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

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

Note: Copies of the work orders should be enclosed

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

Name: _____

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

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

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

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

Name: _____

PART B - COMMERCIAL BID

I. PRICE BID FOR CATERING SERVICES

1. The Contractor shall arrange for cooking & servicing of food on daily basis for any number of participants depending upon the attendance/occasion as decided by NBSC from time to time.
2. Training programmes are conducted throughout the year, but the number of participants may vary from time to time and NBSC does not guarantee any minimum number of participants. NBSC expects on an average 6000 “Trainee Days” per year. This number is indicative and actual number of trainee days may increase/decrease. “Trainee Days” means number of trainees multiplied by number of training days for each program. “Trainee Days” for any year will be sum of “Trainee Days” of each program conducted. However, NBSC shall pay the contractor minimum charges for 22 participants, if the number of participants availing catering services on Programme days is less than 22 during any day. Bidder should consider this while quoting the catering charges.
3. Apart from that NBSC has an approximate staff strength of 40. Tea/Coffee is to be served to the staff twice a day on regular basis on working days.
4. There might be occasions when no training is conducted during a particular period/month. For a month in which no training programme has been conducted, NBSC shall pay not more than Rs.50,000/- for that month for maintaining workers and ensuring continuity of other services. Notwithstanding this, the contractor’s catering services shall be available throughout the year without any break, for the Faculty, Staff and Guests of the College.
5. Charges for providing catering services for participants/guests shall be paid on per head per day basis, if they avail lounge services for an entire day. When participants/guests avail only part service, charges shall be paid on per head per meal basis.
6. The bidder shall quote the rates for each item separately as under. Indicative list of menu is given in **Annexure A** and **Annexure B** of the Technical Bid.
7. The rates quoted shall be in alignment with the prevailing market rates.
8. Price Bid shall be submitted along with the Cost Analysis.

ANNEXURE-III

SCHEDULE OF RATES TO BE QUOTED FOR CATERING SERVICES (Rates to be quoted as per Annexure A, B and C)

The Rates to be quoted should be without taxes. The Applicable taxes on catering services will be paid by NBSC to the Contractor in addition to the rates quoted below.

Part A: FOR NORMAL TRAINING PROGRAMMES:

Sr. no	Particulars	Rate in Figures (in Rs.)	Rate in Words (in Rs.) (Per Unit)
1	Providing Tea Bags/Coffee Sachets, Sugar Cubes/Sachets, Dairy Whitener/Milk Powder in hostel rooms on programme days		
2	Breakfast (08:00 AM to 09:30 AM) (Menu as per Annexure-A)		
3	Classroom Tea (Tea/Coffee/Butter Milk) (11:30 AM)		
4	Lunch (01:00 PM to 02:00 PM) (Menu as per Annexure-A)		
5	Classroom Tea (Tea/Coffee/Butter Milk with Bakery Biscuits) (03:30 PM)		
6	Evening Tea with Snacks: Tea/Coffee/Butter Milk with anyone of below items with sauce: (a) Onion/Aloo/Palak Pakoda – 75 gms (b) Aloo Vada – 2 nos. (c) Veg Cutlet – 2 nos. (d) Dhokla – 2 nos. (e) Cooked pulses – 75 grams. (f) Mix Veg Poha - 75 gms		
7	Dinner (08:00 PM to 09:30 PM) (Menu as per Annexure-A)		
	Sub Total (A)		

Part B: FOR SPECIAL TRAINING PROGRAMMES:

Sr. no	Particulars	Rate in Figures (in Rs.)	Rate in Words (in Rs.) (Per Unit)
1	Providing Tea Bags/Coffee Sachets, Sugar Cubes/Sachets, Dairy Whitener/Milk Powder in hostel room on programme days		
2	Breakfast (08:00 AM to 09:30 AM) (Menu as per Annexure-A)		
3	A pack of toffees/Amla candies -8 nos.		
4	Classroom Tea (Tea/Coffee/Butter Milk /Packed coconut water/ fresh fruit juice) (11:30 AM)		
5	Lunch (01:00 PM to 02:00 PM) (Menu as per Annexure-B)		
6	Classroom Tea (Tea/Coffee/Butter Milk with Bakery Biscuits) (03:30 PM)		
7	Evening Tea with Snacks: Tea/Coffee/Butter Milk/ Packed coconut water/ fresh fruit juice with anyone of below items with sauce: (a) Onion/Aloo/Palak Pakoda – 75 gms (b) Aloo Vada – 2 nos. (c) Veg Cutlet – 2 nos. (d) Dhokla – 2 nos. (e) Cooked pulses – 75 grams (f) Mix Veg Poha – 75 gms		
8	Dinner (08:00 PM to 09:30 PM) (Menu as per Annexure-B)		
	Sub Total (B)		

Part C: For Tea/Coffee in Office:

Sr. no	Particulars (Rates for below mentioned items are capped at Rs. 15 per serving. Contractor must quote within the permissible limit)	Rate in Figures (in Rs.)	Rate in Words (in Rs.)
1	Morning Tea (Tea, Coffee, Butter Milk with Bakery Biscuits /Cookies-2 nos.) (10:00 AM)		
2	Afternoon Tea (Tea, Coffee, Butter Milk with Bakery Biscuits /Cookies- 2 nos.) (03:00 PM)		
	Sub Total (C)		

Note: Tea bags of different flavors (black tea, green tea, lemon tea etc.) and sugar cubes/sugar free sachets should be served along with regular tea. Tea/Coffee should be served to the Guests staying at NBSC at the rates quoted in Part C mentioned above.

Value of quote will be calculated based on blow mentioned formula:

$$0.55 \times (\text{Subtotal A}) + 0.35 \times (\text{Subtotal B}) + 0.1 \times (\text{Subtotal C})$$

The resulting value of above mentioned expression will be treated as value of the quote and will be used to determine the L1 quote.

The Rates to be quoted should be without taxes. The Applicable taxes on catering services will be paid by NBSC to the Contractor in addition to the rates quoted above.

I/we accept all the Terms and Conditions, Specifications and Guidelines as indicated in the Tender Document including the penalty clause.

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

ANNEXURE-A

INDICATIVE SCHEDULE OF ITEMS TO BE SERVED FOR BREAKFAST, LUNCH & DINNER

I. Breakfast

Sr. no	Item	Remarks
1	Bread Toast with Jam, Butter and Chese	
2	Corn/Wheat/Ragi Flakes/Oats with Milk and Honey	
3	Bananas-2 nos.	
4	Tomato Sauce	
5	(a) Poori with aloo curry (b) Assorted Paratha with Veg. Kurma and Curd	Any one item
6	(a) Masala Dosa (b) Idli (c) Pongal (d) Upma (e) Onion Uttapam (f) Vada All the above with Chutney and Sambhar (g) Poha	Any one item
7	Boiled Egg, Scrambled Egg, Omlet	Any one item
8	Sprouts	
9	Fresh Juices- Apple, Mango, Pineapple, Orange, Mousambi	Any one item
10	Tea/Coffee/Milk	To be brewed fresh & served with sugar cubes/sugar free and tea bags.

II. Lunch

Sr. no.	Item	Remarks
1	(a) Cream of Tomato Soup (b) Cream of Sweet Corn Soup (c) Clear Vegetable Soup (d) Cream of Mushroom Soup (e) Hot and Sour Soup (f) Lemon Coriander Soup	Any one item
2	Phulka/Tandoori Roti/Naan/Rumali Roti/Assorted Paratha	Any one Item. In special cases Brown Bread/Bread Rolls shall be served.
3	Plain and Curd Rice	
4	(a) Vegetable fried rice (b) Jeera rice (c) Vegetable Pulao	Any one item
5	Sambhar/Dal/Rajma/Dal fry/Dal Makhani	Any one item
6	Bhindi fry/ Aloo fry/Beans and carrot fry/ Gobi 65/ Capsicum fry/ Veg. Manchurian/Baigan Bharta	Any one item
7	Mixed vegetable kurma/ Capsicum with Gobi Curry/ Paneer Butter Masala/ Palak Paneer/Mutter Paneer/Mutter Paneer/ Veg Malai Koftha/ Dahi Kadi	Any one item
8	Green Salad/Tossed Salad/Mixed Sprout Salad/ Chick Pea Salad	
9	Curd/Raita	
10	Rasam	
11	Pickle- Mango/Lemon/Mixed	
12	(a) ice-cream- vanilla, butter scotch, chocolate, strawberry, (b) Gulab Jamun (c) Rasgulla (d) Kheer	Any one item

III. Dinner

Sr. no.	Item	Remarks
1	(a) Cream of Tomato Soup (b) Cream of Sweet Corn Soup (c) Clear Vegetable Soup (d) Cream of Mushroom Soup (e) Hot and Sour Soup (f) Lemon Coriander Soup	Any one item
2	Phulka and Chapati	
3	Plain and Curd Rice	
4	(a) Vegetable fried rice (b) Jeera rice (c) Vegetable Pulao	Any one item
5	Sambhar/Dal/Rajma/Dal fry/Dal Makhani	Any one item
6	Tinda fry/ Brinjal fry/ Aloo fry/ Cabbage fry/ Gobi fry/ Karela fry	Any one item
7	Mixed vegetable kurma/ Capsicum with aloo curry/ Veg malai koftha/ Dahi kadi	Any one item
8	Chicken curry/ Chicken 65/ Chicken fry/ Mutton Curry/ Fish Curry/ Egg Curry	Any one item
9	Green Salad (tomato, onion, lemon, cucumber, and carrot)	
10	Curd/Raita	
11	Pickle- Mango/Lemon/Mixed	
12	Banana-2 nos. Papaya- 150 gms Pineapple- 150 gms Water Melon- 150 gms	Any one item
13	Sweets- Kheer/ Sewaiyan/Ice Cream/Gulab Jamun etc	Any one item

ANNEXURE B

INDICATIVE SCHEDULE OF ITEMS TO BE SERVED FOR SPECIAL LUNCH/DINNER

Sr. no.	Item	Remarks
1	a) Cream of Tomato Soup (b) Cream of Sweet Corn Soup (c) Clear Vegetable Soup (d) Cream of Mushroom Soup (e) Hot and Sour Soup (f) Lemon Coriander Soup (g) Cream of Chicken Soup (h) Chicken Hot & Sour Soup	Any one veg soup and one non-veg soup
2	Phulka/Tandoori/Roti/Naan/Rumali Roti/Kulcha/Poori/Assorted Parathas	Any two item
3	(a) Assorted Bhaji (b) Vegetable Role (c) Cutlet	Any one item
4	Plain Rice, Jeera Rice, Curd Rice with raisins, seedless grapes and cashewnuts.	All items
5	Moong Dal/Rajma Dal/Dal fry/Dal Makhani	Any one item
6	Vegetable Pulao/Vegetable Biryani/Kashmiri Pulao	Any one item
7	Chicken Dum Biryani/Mutton Dum Biryani/Chicken Noodles/American Chopsy Noodles	Any one item
8	Chicken Curry/Butter Chicken/Ginger Chicken/Garlic Chicken/Kadai Chicken/ Rogan Gosht/Mutton Do Pyaza/Mutton Keema	Any one item
9	Fish fry/Chicken 65 (boneless)/Fish Fry/Chicken Lollipop/Roast Chicken/Roast Mutton Any one of the above items to be accompanied with chutney and white sauce	Any one item
10	Bhindi fry/Aloo fry/Beans and Carrot fry/Gobi 65/Capsicum fry/Veg Manchurian/Karela fry/Roast Potatoes	Any one item
11	Mix vegetable Korma/Veg Malai Koftha/Paneer Butter Masala/Palak Paneer/Mutter Paneer/Shahi Paneer/Paneer Tikka Masala	Any one item
12	Raita	
13	Rasam	
14	Green Salad/Caesar Salad/Russian Salad/Tossed Salad/Mixed Sprout Salad/Chick Pea Salad	Any one item
15	Pan Tossed Vegetables/Boiled Vegetables	Any one item

16	Pickle-Mango, Lemon, Mixed	
17	Ice Cream- vanilla/butter scotch/chocolate/strawberry/chocolate	Any three flavours
18	(a) Gulab Jamun (b) Shahi Tukda (c) Rasgulla (d) Ras Malai (e) Rabri Malpua (f) Shrikhand	Any one item
19	Fruit Salad	

Note: Above mentioned Menu in ANNEXURE A and ANNEXURE B may be modified/changed by changing/including/excluding any item with mutual consent of NBSC and the Contractor.

ANNEXURE C

BRAND/QUALITY OF MATERIALS TO BE USED

Sr. no.	Item	Brand
1	Rice	Basmati (India Gate/Kohinoor) or equivalent
2	Dal/Pulses	Brand as approved by NBSC
3	Cooking Oil	Rice Bran/Sunflower Oil (Safola, Fortune)
4	Atta	Ashirvad/Pilsburry/Annapurna/Farm Fresh/Patanjali/Golden Harvest
5	Pickles	Brand as approved by NBSC
6	Bread	Modern/Brittania/Mr. Brown
7	Butter/Cheese	Amul/Brittania/Mother Dairy
8	Jam	Kissan/Tops
9	Sauce	Kissan/Maggi
10	Milk	Branded pasteurised Milk (Amul/Namastey India/Parag/Mother Dairy)
11	Curd	Freshly prepared
12	Tea Bags	Tajmahal/Lipton/Tetley
13	Biscuits	Brittania/Parle/Sunfeast
14	Cookies	From reputed bakers
15	Vegetables	1 st Quality fresh from market
16	Fruits	1 st Quality fresh from market
17	Ice cream	Amul/TopNTown/Mother Dairy
18	Corn/Wheat Flakes	Kellogs/Nestle
19	Oats	Quaker
20	Chicken/Mutton/Fish	1 st Quality fresh meat
21	Masala	MDH/MTR/Everest/Golden harvest/Patanjali

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

Annexure IV

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 serf 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

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

- (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 principal)
(Office seal)

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

Place: _____

Date: _____

Witness 1: _____
(Name & Address) _____

Witness 2: _____
(Name & Address) _____

Annexure V

NATIONAL BANK STAFF COLLEGE, LUCKNOW

FORM OF AGREEMENT

THIS AGREEMENT is made on the _____ day _____ (Month) _____ (Year) Between National Bank for Agriculture and Rural Development (NABARD) through the Principal, National Bank Staff College, Lucknow (hereinafter called “the NBSC, Lucknow” which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND _____ (Name and address of the contractor) through Shri _____, authorized representative (hereinafter called “the contractor” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Catering Services at NBSC, Lucknow to its Campus situated at Sector H, LDA Colony, Kanpur Road, Lucknow – 226012.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting Tender and the terms and conditions contained in the Tender;
 - d. Bill of Quantities;
 - e. Scope of work;
 - f. Addendums, if any; and
 - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the NBSC, Lucknow to the Contractor as hereinafter mentioned, the Contractor hereby covenants the NBSC, Lucknow to execute the Catering Services w.e.f as per the provisions of this Agreement and the tender document.
4. The NBSC, Lucknow hereby covenants to pay the contractor in consideration of the execution and completion of the services as per this Agreement and tender

document, the contract price at the rate of charges as quoted in the Financial Bid of the tender under Annexure III (PART A, PART B and PART C).

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

6. In case, any dispute or issue arises regarding the interpretation of any of the clauses of this agreement or of any of the documents prepared or to be prepared in this regard, the contents of the Tender Documents shall prevail over this agreement and /or any other document.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

(Signature of the Bidder) Name and Address of the Bidder. Telephone No.	Signature of Authorized Signatory of National Bank Staff College, Lucknow
(Signature of Witness 1) Name of Witness Address of Witness	(Signature of Witness 1) Name of Witness Address of Witness
(Signature of Witness 2) Name of Witness Address of Witness	(Signature of Witness 2) Name of Witness Address of Witness