

निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

Ref No. NB.MPRO.DPSP/ 1894 / Catering/ 2022-23

Dated : 13 December 2022

नाबार्ड भोपाल में ऑफिसर्स लाउंज, स्टाफ कैंटीन, वीओएफ और वीईएफ में खानपान एवं रखरखाव सेवाएँ प्रदान करने हेतु निविदा आमंत्रण सूचना

Notice Inviting Tender For Providing Catering Services at Officers Lounge, Staff Canteen, VOFs, VEF & Maintenance thereof at NABARD, Bhopal

1. नेशनल बैंक फॉर एग्रीकल्चर एंड रूरल डेवलपमेंट (NABARD), नेशनल बैंक फॉर एग्रीकल्चर एंड रूरल डेवलपमेंट एक्ट, 1981 के तहत स्थापित एक निकाय कॉर्पोरेट है, जिसका प्रधान कार्यालय प्लॉट नंबर C-24, ब्लॉक 'G', बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400051 में है और देश भर के विभिन्न शहरों में क्षेत्रीय कार्यालय (आरओ) / प्रशिक्षण प्रतिष्ठान (टीई) हैं।

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. नाबार्ड अपने ई-5 अरेरा कॉलोनी, बित्तन मार्केट, भोपाल स्थित क्षेत्रीय कार्यालय के लिए दो-बोली प्रणाली के तहत ऑफिसर्स लाउंज, स्टाफ कैंटीन, वीओएफ और वीईएफ में खानपान एवं रखरखाव सेवाएँ प्रदान करने हेतु ई-निविदा आमंत्रित करता है।

NABARD invites e-tenders for one of its Regional Office namely Madhya Pradesh Regional Office, Bhopal situated at E-5, Arera Colony, Bittan Market, Bhopal-462016 under Two-Bid system for Providing Catering Services at Officers Lounge, Staff Canteen, VOFs, VEF & Maintenance thereof.

3. तकनीकी बोली, वित्तीय बोली, बोली प्रस्तुत करने और कार्यों का विवरण और आवश्यक सेवाओं के संबंध में निर्देश निविदा के नियम और शर्तों में विस्तृत किए गए हैं।

Instructions regarding Technical Bid, Financial Bid, Bid Submission and Description of the services required has been elaborated in the Terms and Conditions of the tender.

4. निविदा प्रारंभ होने की तिथि **13 दिसम्बर 2022** है।

Date of commencement of the tender is **13 December 2022**.

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

National Bank for Agriculture and Rural Development

मध्यप्रदेश क्षेत्रीय कार्यालय

ई-5, अरेरा कॉलोनी, बित्तन मार्केट, भोपाल - 462 016. टेली: +91 755 2463341, 2469969, 2466695 • फ़ैक्स: +91 755 2466188 • ई मेल: bhopal@nabard.org

Madhya Pradesh Regional Office

E-5, Arera Colony, Bittan Market, Bhopal - 462 016 • Tel.: +91 755 2463341, 2469969, 2466695 • Fax: +91 755 2466188 • E-mail: bhopal@nabard.org



5. **22 दिसम्बर 2022 को 1100 बजे** समिति कक्ष, तृतीय तल, नाबार्ड मध्य प्रदेश क्षेत्रीय कार्यालय -

462016 में बोली-पूर्व बैठक आयोजित की गई है। आप आवश्यक स्पष्टीकरण, यदि कोई हो, के लिए नियम और शर्तों को समझने के बाद बैठक में भाग ले सकते हैं।

A pre-bid meeting has been arranged on **22 December 2022 at 1100 hrs** at Committee Room, Third Floor, NABARD Madhya Pradesh Regional Office, Bhopal-462016. You may attend the meeting after understanding the terms and conditions to seek required clarification, if any.

6. निविदा जमा करने की अंतिम तिथि **03 जनवरी 2023** शाम 5:00 बजे तक है। तकनीकी बोलियां **04 जनवरी 2023 को 1130 बजे** समिति कक्ष, तृतीय तल, नाबार्ड मध्य प्रदेश क्षेत्रीय कार्यालय - 462016 में इच्छुक बोलीदाताओं की उपस्थिति में खोली जाएंगी। सभी बोलीदाताओं को उनके अपने हित में निर्दिष्ट तिथि पर उपस्थित होने की सलाह दी जाती है। इस संबंध में अलग से कोई सूचना नहीं दी जाएगी। प्रत्येक बोलीदाता के मात्र दो ही प्रतिनिधि उपस्थित रह सकते हैं। तकनीकी बोली खोलने में भाग लेने के लिए प्रतिनिधि को बोलीदाता से अपने लेटरहेड पर एक प्राधिकरण पत्र प्रस्तुत करना होगा।

Last date for submission of bids is **03 January 2023 till 5:00 PM**. The Technical Bids will be opened **on 04 January 2023 at 1100 AM** at Committee Room, Third Floor, NABARD Madhya Pradesh Regional Office, Bhopal-462016 in presence of the bidders interested to be present. All the bidders are advised in their own interest to be present at the specified date. No separate intimation will be given in this regard. Not more than two representatives from each bidder shall be entertained. The representative has to furnish an authorization letter from the bidder on their letterhead for participating in the technical bid opening.

7. वित्तीय बोली तकनीकी बोली के विस्तृत मूल्यांकन के बाद बाद की तारीख में खोली जाएगी। वित्तीय बोली खोलने की तिथि केवल तकनीकी रूप से योग्य बोलीदाताओं को ही सूचित की जाएगी।

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 to the technically qualified bidders only.

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उप महाप्रबंधक

डीपीएसपी

नाबार्ड मध्य प्रदेश क्षेत्रीय कार्यालय

भोपाल

राष्ट्रीय कृषि और ग्रामीण विकास बैंक

National Bank for Agriculture and Rural Development

मध्यप्रदेश क्षेत्रीय कार्यालय

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Tender
For
Providing Catering Services at Officers Lounge, Staff
Canteen, VOFs, VEF & Maintenance thereof
at
NABARD, Bhopal



Department of Premises, Security and Procurement,
NABARD, MPRO, Bhopal
E-5 Arera Colony, Bittan Market, Bhopal-462016
(email: dpsp.bhopal@nabard.org)
Contact no.: 0755-2433306

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PART-I
TECHNICAL BID

SECTION 1: SUMMARY

Tender For Providing Catering Services at officers Lounge, staff canteen, VOFs, VEF & Maintenance thereof NABARD, Bhopal

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. NABARD invites e-tender for one of its Regional Offices at Bhopal, Madhya Pradesh for “**Providing Catering Services at officers Lounge, staff canteen, VOFs, VEF & Maintenance thereof at NABARD, Bhopal**”.

The bidder shall submit **two separate E-bids** for the services - **Technical Bid and Financial Bid**. The same can also be downloaded from the website of <https://nabard.eproc.in>. The e-tender service provider for NABARD is M/s C1 India Limited.

Tenders may be submitted online not later than **5:30 PM on 03 January 2023**.

Technical Bids shall be opened online on **04 JANUARY 2023** at 11:30 AM at the **Mini Conference Room**, Third Floor, NABARD, MPRO-Bhopal in the presence of the Bidders and/or their representatives who choose to be present.

The Financial Bid of only those bidders, who fulfill the technical bid requirements, will be opened. The Financial Bid shall be opened at a later date after the detailed evaluation of Technical Bid. The date of opening of Financial Bid shall be intimated only to the technically qualified bidders.

This tender is to identify the bidder who is offering the stipulated services at minimum rates. The shortlisted bidder will not automatically get award of final work and assigned work will be awarded to the bidder complying with all the specifications and Terms and Conditions stipulated to the satisfaction of NABARD. NABARD reserves its right in this regard. Selected Bidder shall have to execute an Agreement with NABARD as per the Terms and Conditions of NABARD.

Contact details for online e-tendering support		
Sr.No.	Name of the person	Contact No.
1	Fairlin Jivin	0124-4302000 (Extension-112)
2	Ujwala Shimpi	0124-4302000 (Extension-114)
3	Sachin Toraskar	0124-4302000 (Extension-200)
4	Email support	nabardsupport@c1india.com

SECTION 2: SCHEDULE OF TENDER

E-Tender No	1894
Mode of Tender	e-tender system (Online Part I – Technical Bid and Part II - Financial Bid through https://nabard.eproc.in)
Date of Notice Inviting e-tender available for download on NABARD Website (www.nabard.org)	13 December 2022
Date of Pre-Bid meeting	22 December 2022 (11:00 am)
Venue of Pre-Bid meeting	3rd Floor, DPSP, NABARD, Madhya Pradesh Regional Office, E-5 Arera Colony, Bittan Market, Bhopal-462016
Estimated value of tender (per year)	₹ 39 Lakh
Tender Fees	Not Applicable
Earnest Money Deposit (Note: MSE's as defined in MSE Procurement Policy issued by GoI or Bidders who are registered with central Procurement Organizations are exempt from submitting EMD)	₹ 80,000/- (₹ Eighty Thousand Only) in the form of e-payment. Details for e-payment: Name of Account : National Bank for Agriculture and Rural Development Bank Name : NABARD Branch Name: Head Office, Mumbai Account Number (VAN) : NABADMN04 IFS Code : NBRD00000002
Date & Time of Starting of online submission of e- tender	13 December 2022 (09:30 AM)
Date & Time of closing of online submission of e- tender (Technical Bid and Financial Bid).	03 January 2023 (05:00 PM)
Date & time of opening of Part-I (Technical Bid)	04 January 2023 (11:30 AM)
Date of opening of Part-II (Financial Bid)	Part-II (Financial Bid) will be opened electronically of only those bidder(s) whose Part-I(Technical Bid) is accepted by NABARD, Bhopal . Such bidder(s) wil only be intimated regarding date of opening of Part- II (Financial Bid) through email id given by them.

SECTION 3: PRE-QUALIFICATION CRITERIA

Agencies that fulfil the following Pre-Qualification Criteria will only be considered:

Sl. No.	PRE QUALIFICATION ELIGIBILITY CRITERIA
01	The tenderer should have experience of providing catering service in any Public Sector Organization/Banks/Financial Institutions/Corporates/Universities including IITs/IIMs for 5 years or more (Provide supporting documents). Tenderer should have a running/completed contract within past 3 years.
02	Valid FSSAI certification or valid relevant license for operating food business from the concerned State authority.
03	The tenderer should provide copy of Income Tax Return and turnover for the last 3 years duly certified by Chartered Accountants.
04	The tenderer should have a valid GST registration.
05	The tenderer should be registered with Labour Department under the Contract Labour (Regulation and Abolition) Act 1970, Employees' State Insurance Act of 1948 (ESI Act) and Employee's Provident Funds and Miscellaneous Provisions Act 1952. (Provide supporting documents)
06	Tenderer should provide information about Bank details along with their postal address, e-mail id, telephone number, mobile number, etc.
07	The tenderer should have minimum annual turnover of Rs. 13,00,000/- in each of the last 3 years.
08	The tenderer should provide EMD of Rs. 80,000/-. MSE's as defined in MSE Procurement Policy issued by GoI or Bidders who are registered with central Procurement Organizations are exempt from submitting EMD. Notification/circular/instruction/documentary proof of in this regard needs to be submitted along with letter of bidder
09	Tenderers experience in government/public/private sector undertakings for at least one year during the last three years where the minimum number of people served everyday was at least one hundred.
10	The bidder should have their own Office/Establishment at Bhopal (duly supported by documents of evidence). Failing this the tenderer is liable to be rejected.
11	Insolvency certificate from bank.
13	Client feedback certificates.

The tenderers should ensure that they fulfill the pre-qualification criteria before submitting the e- tender online and they should also submit all the relevant details/information/documents along with e-tender. **The tenders submitted by tenderers who do not fulfil the pre-qualification criteria will summarily be rejected.** The Bank reserves the right to reject any or all tenders without assigning any reason there of.

SECTION 4: Technical Bid

Sl. No	Particulars	Details to be filled in
1	Name of the company /firm/agency & Legal Status	
2	Regd. Office/business address of the firm	
3	Date of incorporation/constitution	
4	Details of Bank Account	
5	Details of PAN Card	
6	Name & Address of the establishment	
7	E-mail address of company/firm/agency	
8	Mobile number of Proprietor	
	PRE-QUALIFICATION ELIGIBILITY CRITERIA	
9	Work experience- Details of work experience of current or previous 5 years of providing catering service in any public-sector organisation, universities, other reputed organisations etc. (provide supporting documents)	
10	Valid FSSAI certification or valid relevant license for operating food business from the concerned State authority	
11	Creditworthiness of the tenderer and turnover during the specified period (Year wise). (Copies of the income Tax Returns / Income tax Assessment orders along with the latest final accounts of the business of the tenderer and turn over for the last 3 years duly certified by a Chartered Accountant should be enclosed as proof of creditworthiness)	
12	GST registration number of the company/firm/agency	
13	Whether registered with Labour Department under the Contract Labour (Regulation and Abolition) Act 1970. Date of registration, etc. (with supporting documents)	
14	Whether registered under Employees' State Insurance Act of 1948 (ESI Act) (with supporting documents)	
15	Whether registered under Employee's Provident Funds and Miscellaneous Provisions Act 1952 (EPFO Act) (with supporting documents)	
16	Information about the name and address of the bank where tenderer has account along with full details like names, postal addresses, e-mail IDs, telephone (landline and mobile) numbers, etc.	
17	Names and addresses of the clients of the tenderer and their present contact executives Information along with full details like names, postal addresses, e-mail IDs, telephone (landline and mobile) numbers, etc. of the contact executives (i.e. the persons who can be contacted at the office of the clients by the Bank, in case it is so needed)	

	should be furnished.	
18	Whether the tenderer has annual turnover of Rs. 13 Lakh in each of the last 3 years supported by audited or CA certified statement of accounts? 2019-20: 2020-21: 2021-22: (Attach annual audited balance sheet of FY 2019-20, FY 2020-21 and audited/unaudited balance sheet for FY 2021-2)	

Copies of Documents required to be submitted for Technical Bid:

1. Audited Annual Financial statements for FYs 2019-20, 2020-21 and 2021-22.
2. Income Tax Returns of last three Financial Years i.e. 2019 -2020, 2020- 2021 and 2021-2022.
3. List of clients along with Client/s Feedback and work completion certificate supported by work orders.
4. Copy of the PAN and GST Registration wherever applicable
5. Any other document/s required to be submitted, as mentioned above.
6. FSSAI Registration.
7. Insolvency certificate.
8. EMD. MSE's as defined in MSE Procurement Policy issued by GoI or Bidders who are registered with central Procurement Organizations are exempt from submitting EMD. Notification/circular/instruction/documentary proof of in this regard needs to be submitted along with letter of bidder.
9. Tenderers should have their own Office/Establishment at Bhopal (within Municipal limits of Bhopal) (duly supported by documentary evidence).

Bank reserves the right to call for proof / do verification of any of the above mentioned aspects.

SECTION 5: INSTRUCTIONS TO TENDERERS

1. Pre-Bid Meeting

- a) Tenderers requiring any clarification of this document shall contact the Bank in writing at the email address mentioned in this document or raise enquiries during the pre-Bid meeting.
- b) The tenderers' or designated representatives are invited to attend a pre-Bid meeting on – **22 December 2022** at 11:00 am on third floor at DPSP, NABARD, MPRO, Bhopal situated at E-5 Arera Colony, Bittan Market, Bhopal-462016. The purpose of the meeting will be to clarify issues and to answer questions during the meeting.
- c) The tenderers shall submit questions, if any, in writing, to reach the Bank's email address mentioned in this document, not later than 1 day before the date of the pre-Bid meeting.

2. Documents comprising the Tender

The Tender shall comprise the following:

- a) Notice Inviting e-tender
- b) Technical Bid Details
- c) Financial Bid Details
- d) Earnest Money Deposit through e-payment (if applicable)
- e) Performance Bank Guarantee to be furnished after award of contract by the successful bidder.
- f) Contract Agreement.

3. Validity period of Tenders

- a) The tender validity period shall be 90 days from the date of opening of financial bids.
- b) In exceptional circumstances, prior to the expiration of the tender validity period, the Bank may request tenderers to extend the period of validity of their tenders. The request and the responses shall be made in writing.

4. Submission, Sealing and Marking of Tenders

- a) Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the Instructions regarding E-Tender.
- b) The tenderers may submit their Financial Bid in prescribed format along with copies of necessary documents as indicated in the tender document. E-Tender with all information shall be submitted on or before the prescribed time and date.
- c) If desired/prescribed information if not submitted, the Bank will assume no responsibility for rejection of tender.
- d) No tender will be accepted through **e-mail or in hard copy**.

5. Deadline for Submission of Tenders

- a) Tenders must be filled online through e-tendering process mentioned in this document, not later than the date and time indicated in this document.
- b) The Bank may, at its discretion, extend the deadline for the submission of e-tenders by amending the Tender Document.

6. Late Tenders

No Tender after the deadline shall be allowed on the e- portal.

7. Rates to be Quoted

a) Tenderers are advised to consider the tentative monthly consumption of the items while quoting the rates. However, the Bank will not give any commitment on the tentative average monthly consumption.

b) The contractor has to provide services to the Bank in the Staff Canteen/officers Lounge, such as arranging for cleaning of the crockery/cutlery provided on their tables and providing drinking water etc. For these services the tenderer shall be paid a fixed monthly service charge as quoted by him at the time of submitting financial bid and the payment would be based on satisfactory performance of the services and submission of proper and satisfactory proof of payment of applicable wages/salary to the employees engaged by the contractor in the Bank. While quoting the fixed monthly service charges the tenderers may take into consideration that employees engaged by the contractor are required to be paid as per Central Govt. prescribed minimum wages, Bonus and essential amenities in line with Minimum Wages Act, 1948 and CLRA Act as well as any other applicable law in force. The tenderer's Financial Bid will not be considered if the fixed monthly charges quoted by him is below the minimum wages to be paid as per the extant minimum wages as prescribed by the Government from time to time and other applicable labor and other laws in force.

There is a requirement of a minimum 10 staff members to provide effective services which includes a Supervisor and Two Cooks which are in the category of 'semi-skilled' labour and the remaining staff come under 'unskilled' category and should be paid accordingly.

7. Tender Opening

The Bank shall open the tender electronically on the notified date (04 January 2022 11:30 AM). Part - I (Technical Bid) of the tender will be opened in the presence of those tenderers/their authorized representatives who choose to be present. Part-II (Financial Bid) of only those tenderers who qualify/are found suitable after scrutiny of Part-I (Technical Bid) by the Bank will be opened on a subsequent date which will be intimated to all the eligible tenderers in advance by E- mail/Telephone call. The decision of the Bank in this regard will be final.

8. Clarification of Tenders

a) To assist in the examination, evaluation, comparison of the tenders and qualification of the tenderers, the Bank may, at its discretion, ask any tenderer for a clarification regarding its tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the tenders.

b) If a tenderer does not provide clarifications of its tender by the date and time set in the Bank's request for clarification, its tender shall be liable to be rejected.

Note: The successful tenderer is hereby referred as the contractor.

9. Signing of Contract

The contractor shall execute an agreement with the Bank on Non-Judicial stamp paper of value not less than ₹200/- within 15 working days of award of work. The stamp duty shall be borne and paid by the contractor. However, the issue of intimation of award of work by the Bank shall be considered as binding contract, as though such an agreement has been executed

and all the terms and conditions shall apply on this contract.

10. EMD/ Performance Bank Guarantee

a) Tenderer has to pay an earnest money of ₹ 80,000/- (Rupees Eighty Thousand Only) (refundable) through NEFT/RTGS only. No interest is payable on the EMD amount. After finalization of the tender, the contractor will have to submit a performance bank guarantee of ₹ 2,00,000/- (Rupees Two Lakh only), valid till two month after the expiry of the contract period. The EMD of such tenderer will be returned on receipt of PBG.

b) Failure of the contractor to submit the Performance Bank Guarantee or to sign the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the EMD and debarring such tenderer.

c) The PBG shall be released without interest after two months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the contractor or its employees. In case of any complaint or pending dues, the Performance Bank Guarantee will be treated as security deposit and shall be discharged only after adjusting all dues, liabilities, etc.

11. Disclaimer

a) Though adequate care has been taken while preparing this document, the tenderers shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any tenderer within seven (7) days from the date of Notice inviting e-tender, it shall be considered that this document is complete in all respects.

b) The Bank reserves the right to modify, amend or supplement this document including all formats and Annexures.

c) While this document has been prepared in good faith, neither the Bank nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

Note- The tenderers may visit the site before quoting the rates to assess the quantum of work.

SECTION 6: TERMS AND CONDITIONS

1. Period of Contract

The contract would initially be valid for a period of one year, unless earlier terminated in accordance with the termination clause. The contract may be renewed at the mutually agreed rates and can be extended, at the discretion of the Bank, for a period of one year at a time but not beyond three years (i.e. the contract can be renewed 2 times).

2. Terms of Payment

a) The rates quoted (including all taxes exclusive of GST) would be valid for the contract period. No request for upward revision in the rates will be considered during the validity period of the contract. Any increase in statutory taxes or/and minimum wages and other remuneration and payments to labour/employees (as announced/implemented by the Government from time to time) will be borne by the Bank.

b) Payment of Fixed Monthly Service Charges shall be made on monthly basis based on satisfactory performance of the contract amongst other things. GST related to services provided will be paid by the Bank to the caterer subject to submission of the relevant documents. TDS, Surcharge & Education Cess (as applicable) and any other taxes levied by the Government from time to time will be deducted at source in terms of Income Tax Act. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished at the discretion of Bank.

c) The contractor shall raise the bill, in duplicate, along with the following documents in respect of the persons deployed and submit the same to the Bank in the first week of the subsequent month or earlier, but only after disbursement of salary/wages to all the deployed manpower during the month of consideration. The payment shall be released, through NEFT/RTGS channel only, within three weeks from the date of submission of bills, complete in all respects as detailed below:

- i. Current month Invoice Copy.
- ii. Current month Acquaintance (Wage) Register duly signed by the individual contract Labourers along with salary slips and documentary proof of such payment in to the bank accounts of the labourers/ employees.
- iii. Current month Attendance Register.
- iv. Current month ESI remittance challan with consolidated breakup details.
- v. Current month EPF remittance challan, as applicable, with consolidated breakup details.
- vi. Periodical returns submitted to Labour Commissioner, EPFO & ESIC within 07 days of filing.

d) The contractor shall provide infrastructure for electronic payment viz. POS, Sodexo card machine, etc. Further, the company must accept Sodexo Card and they have to get it reimbursed by the Sodexo Company on their own.

e) Any objection regarding the payment received by the contractor may be brought to the notice of the Bank within 10 days of the date of the payment. In case no such objection is received within the stipulated period, it will be deemed that there is no objection regarding the payment.

3. Venue

The Catering service shall normally be provided at the Office Building E-5 Arera Colony, Bittan Market, Bhopal-462016 and at VOF s / VEF at Our Colonies Located at Sector- A and C Shahpura Bhopal or at any other place as approved by the Bank within the Bank's premises. The buildings have provision for pantry and dining halls.

4. Timings

The Office timings are from 08 AM to 6 PM. Whereas VOFs and VEF are Operative round the clock.

5. Infrastructure provided by the Bank

- a) Pantry and water will be provided by the Bank.
- b) Dining area with tables, chairs, refrigerator, microwave etc.
- c) Electricity connections/points for electrical equipment, Gas connection, etc.

6. Material/ services to be provided by the contractor

- a) The cost of edible materials, cooking gas, napkins and transportation will be borne by the contractor. Use of Kerosene is prohibited in the Bank's premises.
- b) Cleaning material for crockery/ Kitchen / Dining / Pantry.
- c) Uniform for staff. (Uniform includes two pairs of Shirt & Trousers and a pair of footwear)
- d) Only service crockery shall be provided by Bank. Cooking utensils will not be provided by the Bank. The contractor has to make their own arrangements.

Note: The bidders are advised to consider the facilities/infrastructure to be provided by the Bank while quoting their rates.

7. Menu

Indicative menu for tea/veg lunch/non- veg lunch etc. is attached herewith in **Annexure-I**.

8. Services to be provided in VOFs/VEFs

The details of services which are to be provided in VOFs/VEF(s) are attached herewith in **Annexure-II**.

8. Kitchen, VOF/VEFs and Pantry – Cleanliness, Hygiene & Personal Hygiene for Staff

The Contractor shall ensure that the food/beverage is cooked in the kitchen of Office Premises/VOF/ VEF. Contractor shall obtain all relevant licenses from concerned Govt. Authorities at his cost to perform the preparation of food and catering services in the Bank's Premises. Highest standards of hygiene, which will be verified periodically by the Bank, have to be maintained. In case of unsatisfactory/unhygienic quality of food/beverage item(s) or lapse in services rendered or any breakage/shortage, etc. deductions will be made as penalty which will be solely decided by the Bank. The kitchen will be under the constant supervision of the Bank and any lapse will be viewed seriously by the Bank.

The contractor shall also maintain the cleanliness of Kitchen, VOFs/VEFs, Pantry area and Dining Areas of office. Cost of cleaning material shall be borne by the contractor.

The contractor shall be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and served including with respect to raw materials and ingredients incorporated therein and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provisions of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulations and orders framed there under, including safety and health of all consumers/residents under the said contract. The contractor shall keep the Bank indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period.

9. Catering staff

The contractor should employ minimum ten catering/cooking staff to ensure smooth catering services in the Bank premises. The number of catering staff at any point of time shall not be less than ten. The Bank shall not in any way, be responsible for terms of employment/engagement of kitchen as well as the service staff employed by the contractor or violation of any labour law.

The kitchen as well as the service staff shall be employed/engaged by the contractor and Bank shall not in any way, be responsible for their terms of Employment/engagement or violation of any labour law. The contractor shall inform of the service staff so employed/engaged. The staff shall be properly dressed in neat and tidy uniform, bearing name plates besides being courteous, well-mannered and attentive. They should be conversant with the basics of the trade and must have necessary experience of table service. One qualified manager with decision taking capability as well as authority over the service staff should be present in the Bank during the service hours on working days and as per requirement of the Bank on any other day.

Bank reserves the right to demand change of any employee/worker if warranted. In case of leave taken by any personnel, it will be the responsibility of the contractor to ensure uninterrupted service/substitute arrangement. However, frequent change in the personnel has to be avoided.

The contractor has to carry out, at own cost, periodic medical examination of catering staff engaged in the work of canteen as prescribed by the Bank. The contractor has to arrange for, within a month of taking over the work, annual medical check-up from any Government Hospital and police verification of the antecedents of employees engaged and submit the certificates to the Bank, failing which Bank has the right to terminate the contract. The contractor has to ensure that catering staff deployed is well trained in dining as well as personal hygiene. Good personal hygiene is to be maintained by the catering staff.

10. Adherence to Labour Laws

The contractor shall abide by and fulfill all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA) and the rules framed there under. The contractor shall not engage 'Minors' for catering service in the canteen. The contractor shall ensure payment of minimum wages plus VDA (Variable dearness allowance) to all workmen staff employed in presence of authorized representative of the Bank. The contractor shall maintain

day-wise attendance register of workmen staff engaged in the work, and also muster roll register in which payment to workmen staff shall be made in presence of authorized representative of Bank. The authorized representative shall authenticate the payment against each workmen staff. Photo copy of the page, duly authenticated, should be attached with the bill. The contractor should maintain and be able to furnish all registers as and when called for by the Regional Labour Commissioner.

An undertaking will be obtained, on a 'Non-judicial stamp paper' of applicable value before award of the work, from the contractor on award of contract, to the effect that he undertakes to actually pay wages to all the labourers, of all categories to be engaged by him for completion of that particular job/work/project, at the rate which is not less than the one prescribed under the Minimum Wages Act, 1948 and to ensure compliance of essential amenities as provided under the CLRA Act and also keep NABARD indemnified against all the actions that may be initiated against the NABARD by the Statutory Authorities for his failure to pay such wages and provide the essential amenities. As and when the contractor employs more than 20 workers as contract labour, he shall obtain licence from competent authority in accordance with the provisions of the CLRA Act. The total numbers of contract labourers engaged by the contractor for the purpose of CLRA act, need not be those with NABARD alone, it can be with any other establishments also.

The contractor shall obtain a licence as contemplated under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable, failing which he alone would be responsible for actions/ proceedings ensuing thereto. The Bank shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way be made liable to the labourers engaged by the contractor.

Before release of final payments to the contractor, a certificate will be obtained from the contractor to the effect that he has actually paid all the dues of all the labourers of all descriptions engaged by him for completion of the awarded job/work/project at the rate which is not less than the one prescribed under the Minimum Wages Act, 1948 and he has complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour. The veracity of such certificate will be verified by the Bank.

11. Non-Disclosure

The contractor and the staff employed by the contractor, directly or indirectly, within the Bank's premises, shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / systems/ equipment's etc., which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with this contract, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract, as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor or its employees shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the prior written consent of the Bank. The contractor shall indemnify the Bank for any loss suffered by the Bank as a result of disclosure of any confidential information by the contractor or its employees. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Bank shall be entitled to claim damages/termination of the contract and pursue legal remedies. The contractor shall ensure in writing that the persons engaged for the purpose of the work are made aware of the non-disclosure requirement and the contractor shall be liable

for any breach committed by its persons. The NON-DISCLOSURE Clause signed by the contractor under the aforesaid agreements will survive for indefinite duration.

12. Prevention, prohibition and Redressal of sexual harassment

The contractor shall be solely responsible for full compliance with the provision of Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013, at the Bank premises

a. In case of any complaint of sexual harassment by any employee of the contractor against its own employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.

b. Any complaint of sexual harassment from any aggrieved employee of the Bank against any employee/s of the contractor shall be taken cognizance of by the Regional Complaints Committee (RCC) constituted by the Bank and the consequent action/decision taken by the RCC shall be binding on the contractor if sexual harassment/violence by the employee of the contractor is proved.

c. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

15. Force Majeure

Notwithstanding anything else contained in this document, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, network failure, terrorist attack, war (declared and undeclared)) provided however that any delay by the supplier of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the supplier concerned.

16. Insurance

The contractor shall take "all-risk policy" for the contract value and "workmen compensation policy" for the workers engaged in the work for one year to be renewed thereafter if the contract is renewed by the Bank. The contractor shall indemnify the Bank for any loss or damage that occurs to person(s) or building or a third party during the period of contract. If the contractor does not take out these policies, the Bank reserves the right to recover the cost of loss or damage together with penalty at the discretion of the Bank, from the contractor. Copy of the insurance policy is to be submitted to the Bank within a month from award of contract, failing which, the Bank reserves the right to terminate the contract.

Bank shall not be responsible for any injury, accident, disability or loss of life to the contractor or to any of its personnel that may take place while on duty or otherwise. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the contractor. The contractor has to make its own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personnel engaged by them and submit a proof to this effect.

17. Notice for Termination of Contract

i. Bank reserves the right to terminate the contract at any time during the currency of the

contract period, by giving one month's prior notice in writing, without assigning any reason therefor. However, the contractor shall not be liable for any compensation for premature termination.

ii. Also, the contractor may terminate the contract by giving two months' prior notice in writing, in case it decides to stop the services.

iii. In case of failure to provide the services for minimum period of the contract, the Bank has the right to forfeit the EMD deposited by the successful bidder.

18. Penalties

Any deficiency in service and quality as well as quantity of tea/coffee/lunch/special lunch etc., from the specification in rate schedule, decided by the Bank, will not be accepted. A penalty (monetary or disciplinary) will be levied for any violation, as indicated below, after giving due notice and opportunity to the contractor to explain his/her position-

a) Use of abusive language or behaviour with the Bank's staff in a manner demeaning to them.

b) Non-wearing of proper uniforms or wearing untidy uniform by the contractor's staff.

c) Change of employees without intimation and approval of the Bank.

d) Non maintenance of statutory and other registers/documents or non-submission of required documents sought by the Bank / non-submission of documentary evidence for payment of wages.

e) Non submission of bills in time.

f) Manpower deployed lesser than the number as stipulated in Agreement.

g) Non-payment of wages through electronic mode or non-submission of documentary evidence for such payments.

h) Man power deployed in any other work except the work pertaining to contract.

i) Employment of Minors/ Wages not being paid as per Central Government Minimum Wages/ Non adherence to Prohibition/non adherence to Central/State Government laws.

The contractor shall keep a suggestion book to be provided by Bank to record any suggestion/complaints on performance of services, from the officers/guests and produce the same to the Bank or its representatives for perusal during their visit to ensure that prompt action has been taken on such complaints and measures taken to avoid their recurrence. The contractor shall attend to all the complaints and address the same as early as possible to the satisfaction of the Bank.

19. Evaluation of Tender

The evaluation criteria to be adopted for technical and financial bids is detailed in ANNEXURE-IV & V.

20. Integrity pact

Promise on the part of Employer not to seek or accept any benefit, which is not legally available. A pre-contract integrity pact is to be signed in this regard as mentioned in ANNEXURE-III on Rs.200 stamp paper and submitted along with the tender document.
Failure to submit signed Pre-Contract Integrity Pact on Rs.200/- stamp paper will result in out-right rejection of bid.

21. General Conditions

a) The contractor shall not sub-let the contract. In case of any violation in this regard, the Bank reserves the right to terminate the contract.

b) Bureau of Indian Standards (BIS) / specifications of ISI / Agmark / should be followed wherever applicable.

c) The agreement should not be construed by the contractor to interpret as having received employment from the Bank or as any claim on the Bank's property. On completion of the contract or whenever the Bank decides, the contractor and his staff will immediately vacate the premises and handover the crockery items / all items earlier handed over to him by the Bank.

The employees/workmen employed by the contractor shall always be under the direct and exclusive control and supervision of the contractor and any replacement its employees / workmen should be done in consultation with the officer designated by the Bank. Adequate and necessary numbers of employees / workmen shall be deployed by the contractor for fulfilment of their contractual obligations under this agreement. The contractor shall also arrange a pool of standby skilled manpower for special occasions. A proper record and register shall be maintained and presented for checking purpose to the Designated Official. It shall be the sole responsibility of the Contractor to ensure that employees/workmen, deployed by it, fulfil the obligations undertaken under this agreement. The contractor shall also provide such employees/workmen at its own cost, with such equipment and other paraphernalia as may be considered necessary.

d) Rates should be quoted both in words and figures. Violation in this regard may lead to rejection of the tender. All rates will be inclusive of all taxes and exclusive of GST wherever applicable. In the event of any difference between figures & words of quoted rates, the rate in words shall be considered for evaluating the tender.

e) Tender should be submitted duly signed with date in the enclosed blank space of the Part-II Financial Bid only, of the tender.

f) Tenders submitted through Fax, Email or by hand will not be accepted.

g) The tender form should be filled in Hindi / English. If any of the documents prescribed is missing or not duly signed, the tender may be considered as invalid by the Bank at its discretion.

h) Incomplete forms or the declaration not supported by proper documentary evidence, etc. (as desired above) will be out rightly rejected by the Bank. Failure to keep Part-I and Part - II of the tender documents separately shall lead to disqualification of the tender. No further correspondence shall be entertained by the Bank in this regard.

i) All the pages of the tender documents should be signed by the authorized person(s) submitting the tender in token of his/her/their having acquainted himself/herself/themselves. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract, otherwise the tender may be rejected by the Bank.

j) It is to be duly noted that in case of any / all disputes on terms and condition of this tender,

the English version of the tender document shall prevail (in case tender is issued in English and any other language simultaneously).

k) All disputes and differences of any kind under the agreement shall be referred to the sole arbitrator i.e. Chief General Manager, NABARD, Bhopal and his/her decision, in writing, shall be final and binding on the Service Provider. However, for any dispute/issue, not settled through arbitration, the legal jurisdiction shall be Bhopal only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

I/We hereby declare that I/we have read and understood the above terms and conditions.

Signature of Contractor(s)/Partner(s) Name:

Seal:

Address:

Date:

Place:

ANNEXURE-I
List of the items to be used

- a) Edible Refined Oil should be of branded companies like Saffola/ Sundrop/ Fortune/ Dhara/ Sweekar/Patanjali only.
- b) Edible Mustard Oil should be of branded companies like P Mark/ Fortune/ Dhara/Patanjali only.
- c) Spices of branded companies like Catch / MDH / Everest only/ patanjali
- d) Wheat Flour of Ashirwad/ Annapurna/ Nature Fresh/ Pillsbury/ Shakti Bhog/Patanjali only.
- e) Rice should be of branded companies like Kohinoor/ India Gate / Lal Mahal/ Dobraj/ Lazbab only.
- f) Cereals should be of good quality.
- g) Raw vegetables should be of good quality and should be properly washed before cooking.
- h) Common Salt, Black Pepper, Chat Masala of Catch brand (to be kept on dining tables)

(1) Details of Lunch (Full plate) : -

a) Special Lunch:-

- 1. Seasonal Salad/Sprouted Salad /Soup (All three)
- 2. Rice (150 gms) – Jeera Rice/ Veg. Pulao/ Steamed Rice, daily by rotation. (Any two types of Rice)
- 3. Chapati (4 pc)–Roti/ Poori/ Paranthas/Naan, daily by rotation. (Any two types)
- 4. Cereal (Dal) (100 gms) – Tuar Dal/ Rajmah/ Moong Dal/ Sambhar, daily by rotation.
- 5. Vegetable (Sabzi) –
 - (i) Seasonal Vegetable of good quality (in gravy) (100 gms)
 - (ii) On seasonal vegetable of good quality (dry) (100 gms)
- 6. Matar Paneer/ Shahi Paneer/ Malai Kofta/ Malai Methi, by rotation. (100gms)
- 7. One non-veg dish (Chicken/Mutton/Fish) (150 gms)
- 8. Papad – Bikaneri- Haldiram/ Lizzat/ Bikaji brand
- 9. Pickle (Nilons / Mother's Recipe)
- 10. Curd (100 g) (Sanchi, Amul, Mother Diary) or Vegetable Raita or Boondi Raita (Any one)
- 11. Sweet (Gulabjamun/ Rasagulla/ Pedas/ Milk Cake/ Bengali sweets/Ice cream of standard quality etc.)- 2 pieces/scoops

b) Normal Lunch (Veg):-

- 1. Seasonal Salad/Soup (Both)
- 2. Rice (150 gms) – Jeera Rice/ Veg. Pulao/ Steamed Rice, daily by rotation. (Any one)
- 3. Chapati (4 pc)–Roti/ Poori/ Paranthas/Naan, daily by rotation. (Any one)
- 4. Cereal (Dal) (100 gms) – Tuar Dal/ Rajmah/ Moong Dal/ Sambhar, daily by rotation.
- 5. Vegetable (Sabzi) –
 - (i) Seasonal Vegetable of good quality (in gravy) (100 gms)
 - (ii) On seasonal vegetable of good quality (dry) (100 gms)
- 6. Matar Paneer/ Shahi Paneer/ Malai Kofta/ Malai Methi, by rotation. (100gms)
- 7. Papad – Bikaneri- Haldiram/ Lizzat/ Bikaji brand
- 8. Pickle (Nilons / Mother's Recipe)
- 9. Curd (100 g) (Sanchi, Amul, Mother Diary)

10. Sweet (Gulabjamun/Rasagulla/Ice cream) of standard quality (One piece/scoop of any one)

b) Normal Lunch (Non-Veg):-

1. Seasonal Salad/Soup (Both)
2. Rice (150 gms) – Jeera Rice/ Veg. Pulao/ Steamed Rice, daily by rotation. (Any one)
3. Chapati (4 pc)–Roti/ Poori/ Paranthas/Naan, daily by rotation. (Any one)
4. Cereal (Dal) (100 gms) – Tuar Dal/ Rajmah/ Moong Dal/ Sambhar, daily by rotation.
5. Vegetable (Sabzi) –
 - (i) Seasonal Vegetable of good quality (in gravy) (100 gms)
 - (ii) On seasonal vegetable of good quality (dry) (100 gms)
6. One non-veg dish (Chicken/Mutton/Fish) (150 gms)
7. Papad – Bikaneri- Haldiram/ Lizzat/ Bikaji brand
8. Pickle (Nilons / Mother's Recipe)
9. Curd (100 g) (Sanchi, Amul, Mother Dairy)
10. Sweet (Gulabjamun/Rasagulla/Ice cream) of standard quality (One piece/scoop of any one)

Note: - Raw meat/ material should be of good quality and should be properly washed before cooking.

(2) Details of Vegetarian Lunch (Mini plate): -

4 Roti, Rice (100 g), 1 Sabji (100 gm), Dal (100gm) and seasonal salad

(3) Breakfast / Snacks items:-

Idli Sambhar (1 Pc), Sambhar Vada (1 Pc) One plate Poha (200g), Pav Bhaji (2 pc.), Samosa (2 Pc), Sandwich (Two Slices), Kachori (2 Pc), Upma (150 g), Bread omelette (2 bread and one egg omlette), Wada Pav, Bread Pakoda (1 Piece), Bread-Jam (2 bread), Aloo Vada (2 Pc), Aloo Partha with curd / Pickle (2 No.), Kachodi (2 pc.) etc. with pickle/curd/butter/sauce as per respective dish.

Two of the above mentioned items should be served daily by rotation.

(4) Beverages & Other Misc. items:-

1. Tea/ Coffee (100 ml) (Taj Mahal / Red Label / Tetley / Nescafe) (Milk should be of Amul/Sanchi/Mother Dairy or any other brand pre-approved by Bank)
2. Fruit Juice and other cold drinks (at market price) (on demand basis)
3. Butter Milk and Shrikhand (at market price) (on demand basis)
4. Plain Curd 100 gm. Sealed cup of Sanchi/ Amul (at market price) (on demand basis)
5. Sweets (Gulabjamun/ Rasagulla/ Sanchi Peda/ Milk Cake/ Bengali sweets of good quality etc.) (at market price) (on demand basis)
6. Snacks as per demand / requirement (at pre-approved prices)

Note: - All the above menus are only indicative and the Bank reserves the right to modify any of the menus as per requirement.

For any events/meetings if outside food is required to be served, the contractor will have to procure and serve the same. Payment will be reimbursed to him/her and a service charge of

10% over and above the cost of material will be paid, provided that the original bill is produced. The service charge will include all charges like procurement, serving, taxes etc.

Mouth freshener like roasted saunf crystal sugar, tooth pick to be kept post lunch and dinner.

Caterer is permitted to sell the food items in a la carte rate or in the combined forms lunch/snacks.

ANNEXURE-II

Services to be provided in VOFs/VEFs

- 1) NABARD, MPRO, Bhopal has:
 - a) 2 VOFs (4 rooms with double occupancy) at NABARD Regional Office Building , E-5 Arera Colony, Bittan Market, Bhopal- 462019
 - b) 2 VOFs at NABARD Officers' Colony, Sector-A, Shahpura Bhopal-462039 (4 rooms with double occupancy)
 - c) 2 VEF at NABARD Staff Colony, Sector-C, Shahpura Bhopal-462039 (4 rooms with double occupancy)
- 2) The Agency will provide welcome kits, newspapers, tea/coffee/sugar/milk sachets, etc., List of the items to be included in the welcome kit will be provided to the successful Tenderer at regular intervals.
- 3) All the rooms shall always be kept neat and tidy to enable allotment of the rooms at any time. To ensure supply of adequate amount of good quality and reputed brand of cleaning materials and ensuring cleaning of rooms, kitchen equipment and cutlery/crockery for the VOF/VEF.
- 4) Linen like towels (hand and bath), bed spreads and bed sheets as also the inner sheets to Quilts/Comforters should be changed immediately after the guest checks-out and after every third day if the room is continuously occupied. Washed/cleaned linens and other upholstery shall be provided to agency by Bank.
- 5) Room fresheners and mosquito repellent (of reputed brands) are to be made available in all the rooms, toilets, lounges and all common toilets. They may be replenished immediately by the Agency whenever required. These materials shall be provided by Bank to the agency on demand.
- 6) The Agency shall be responsible for making the bed and clean all rooms daily. All rooms, bathrooms and toilets are to be cleaned with high quality disinfectants (use of acid is strictly prohibited).
- 7) The Agency shall ensure that the cleaning/ housekeeping materials being utilized by them are ISI approved products of reputed brands. These should be environment friendly and no toxic chemical should be used for the purpose. It shall also provide to workers proper equipment for sanitary and general cleaning.
- 8) The Agency's staff shall take care of miscellaneous requirements like replacement of batteries for clocks, remote units of TVs, ACs, etc. provided in the VOFs/VEF and other places.
- 9) Rooms to be regularly checked for bed linen, hand towel, bath towel, soap, shampoo, water, functioning of TV, refrigerators, ACs, geysers, bathroom fittings, bulbs, etc. and regular reports of the same to be maintained.
- 10) The Agency shall ensure proper functioning of all systems in the VOF/VEF such as electrical, electronics, sanitary and water supply. In case of any complaints regarding plumbing/ electrical/ carpentry, etc., and/or need for replacement of any equipment, the Bank may be informed immediately.
- 11) The Agency has to ensure the following weekly services: -
 - (i) Washing and scrubbing of floor area with detergents.

- (ii) Removal of cobwebs, dusts, termites, insects, pests etc.
- (iii) Windows sponging and cleaning.
- (iv) Keeping ceiling and table/pedestal fans, air-conditioning grills dust free.
- (v) Cleaning of dustbins and buckets with detergents.
- (vi) Cleaning of sanitary wares by using reputed /branded products

ANNEXURE III

PRE CONTRACT INTEGRITY PACT

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

Between

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

And

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

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

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

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or

any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

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

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of

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

Section 8 – Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by 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:

i) Shri P.K. Sangewar

House no. 12-5-65/1, Flat no.109, Shri Harsha Sethuram Unique, Vijaypuri Colony
South Lalguda, Secunderabad, Telangana-500017

(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-IV

Technical Bid (Part I) (Evaluation)

The technical proposals of only those bidders who meet the pre-qualification criteria will be evaluated by the Bank. Technical scores (Ts) will be given to the bidders using the following criteria:

Criteria I	The agency's experience in PSUs/Banks/ RBI (maximum 25 points); The tenderer with maximum client base (5 or above) during last three years and having good/satisfactory client reports will be given 25 points and the others will be calculated proportionately.
Criteria II	Total number of persons served in various government/public/private sector undertakings, having a strength of minimum 100 number of employees/persons at any point of time. (i) 25 points for service in institutions/organizations with strength of 300 & above (ii) 20 points for service in institutions/organizations with strength of 201 to 300 (iii) 15 points for service in institutions/organizations with strength of 101 to 200 (iv) 10 points for service in institutions/organizations with strength up to 100
Criteria III	The agencies year of experience of catering in PSU/Banks/RBI offices OR ISO certification: 25 points will be given for experience of 10 years and above and for others it will be calculated proportionately. Additional 5 marks will be given to those having less than 10-year experience but having ISO certificate for catering, subject to maximum of 25 marks.
Criteria IV	The annual turnover (maximum 25 points). The tenderer with turnover average turnover of 50 lakhs and above for the last three years will be given 25 points and the others will be calculated proportionately.

Bidders having technical scores above 60 would qualify for opening of their financial bid.

Illustration:

Tenderer	Criteria I Points (a)	Criteria II Points (b)	Criteria III Points (c)	Criteria IV Points (d)	Total (Technical Score Ts = a+b+c+d) (Max. 100 points)
X	25	20	20	22	87
Y	24	21	25	20	90
Z	15	14	16	14	59

In the above illustration tenderer Z will be disqualified and his financial bid will not be considered

PART-II

FINANCIAL BID

PART – II – Financial BID

Tender For Providing Catering Services and Maintenance of VOFs, VEFs & Lounges at NABARD, Bhopal

Sr. No.	Item Description	Tentative consumption per month (B)	Rate (to be quoted in numericals) in Rs. (A)	Amount (C= A*B)
1	Idli Sambhar / Sambhar Vada / Poha / Pav Bhaji Samosa / Sandwich / Kachori / Upma / Bread omelette / Wada Pav/ Bread Pakoda/ Bread-Jam/ Aloo Vada/ Aloo Partha with Pickle /Kachodi *The quantities as indicated in ANNEXURE-I	500 Nos.		
2	Normal Lunch	200 Nos.		
3	Normal Lunch (Non-Veg)	100 Nos.		
4	Special Lunch	100 Nos.		
5	Mini Lunch	200 Nos.		
6	Hot Milk / Tea/ Coffee	4000 Nos.		
CUMULATIVE TOTAL (Item 1+2+3+4+5+6)				T
Fixed Monthly Charges (monthly)				F
Grand Total				T +F =Tc

Note:

- Bidders are advised to consider ANNEXURE-I and the tentative monthly consumption of the items, Fixed Monthly Charges and market rates while quoting the rates for the items in the Part-II (Financial Bid).
- Rate quote for all items may be mentioned after inclusive of all the taxes and exclusive of GST. Also, the rates quoted should be as indicated for the Menu in ANNEXURE-I.
- The Bank will not give any commitment on the tentative average monthly consumption of items as mentioned above.

4. Contractor is permitted to sell the food items in a la carte rate or in the combined form of lunch and snacks
5. The rates quoted by the tenderer should be per unit.
6. Caterer is required to quote the price mandatorily for each item

ANNEXURE-V
Financial Bid (Part II) - Evaluation

The evaluation criteria to be adopted for arriving at the lowest bidder (L1) in the Part-II (Financial Bid) is as under-

Rates (A) quoted by tenderers for the items may be multiplied with the tentative average monthly consumption (B) of that item to form a Total (C). The summation of Cumulative Total (T) and Fixed monthly Charges (F) i.e. Tc will be considered for the lowest bidder (L1) and will be awarded with the contract of Staff Canteen.

Item	Quoted Rate (A)	Tentative average monthly consumption (B)	Total (C)
Item-1	A ₁	B ₁	C ₁ =A ₁ x B ₁
Item-2	A ₂	B ₂	C ₂ =A ₂ x B ₂
:	:	:	:
Item-n	A _n	B _n	C _n = A _n x B _n
	Cumulative Total (T)		T=C ₁ +C ₂ +...+C _n
Fixed Monthly Charges (F)			
Tc = T + F			

ANNEXURE – VI

Guidelines to be followed in case of multiple L1 bids after opening of Price Bid

Sr. No.	Description	Score
1.	Legal Structure	20
	Private Limited/Public Limited	20
	Partnership	15
	Proprietorship	10
2.	Work Experience in Relevant Field	15
	More than 20 years	15
	10 years to 20 Years	10
	5 years to 10 years	5
3.	Annual Turnover in last three financial years	15
	More than Rs.1 Crore	15
	More than Rs.50 Lakh	10
	More than Rs.20 Lakh	5
	Total marks	50 (maximum)

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

ii) In case multiple L1 bidders get same marks in this evaluation process also, then the Purchase Committee of NABARD will visit the work sites of the bidders and award marks to the services provided at site adopting an objective criteria. The contract will be awarded to bidder with highest marks.

iii) In case of multiple L1 Bidders getting equal marks even after field visits, the final selection shall be done based on draw of lots by pulling the highest number from a box containing 30 numbers.

ANNEXURE-VII

Illustrative example for calculation of Minimum wages for Part-I of the Tender

- a) Suppose there are 1 Supervisor (semi-skilled) 2 Cook (semi-skilled) and 7 Support Staff (unskilled) providing Canteen services
- b) Minimum wages for semi-skilled supervisor and cooks is Rs.671/- per day and unskilled Support Staff is Rs.595/- per day per labour for Bhopal as per latest Central government notification.
- c) ESI and PF contribution for employer is 3.25% and 13% of daily Minimum wage of 1 supervisor/labour respectively.
- d) Amount calculated is exclusive of GST.

Sr. No.	Description	Nos.	Min. wage/day	Man days Required in a month	Total
1.	Supervisor	1	671	30	Rs.20,130/-
2.	Cook	2	671	60	Rs.40,260/-
3.	Support Staff	7	595	170	Rs.1,01,150/-
Total Wages					Rs.1,61,540/-
ESI @ 3.25%					Rs.5,250/-
EPF @ 13%					Rs.21,000/-
Total Monthly Minimum Wage Component					Rs.1,87,790/-

Note: The minimum wage component is subject to change based on the notifications/orders issued by Government of India from time to time.