

## **Tender for Providing Catering Services at**

**Bankers Institute of Rural Development, NABARD, Krishna  
Nagar Road, Bondel, Mangaluru-575008**



### **BANKERS INSTITUTE OF RURAL DEVELOPMENT**

(An establishment of NABARD under academic collaboration with BIRD, Lucknow)

Krishna Nagar Road, Bondel, Mangaluru -575008

Ph: 0824-2888502, Email-id: bird.mangaluru@nabard.org

Date of issue of tender document	13 April 2023
Pre Bid Meeting with tenderers	25 April 2023
Due date and time for submission of tender	08 May 2023
Date and time of opening technical bids	08 May 2023
Date of Financial Bid Opening	19 May 2023



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## NOTICE INVITING TENDER

Ref. No. BIRD (M)/62 / A-14 / DPSP / 2023-24

Dated: 13 April 2023

To,

M/s .....

Madam/Dear Sir,

### **Tender for Catering Services at Bankers Institute of Rural Development (BIRD), Mangaluru Campus**

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 e-bids for providing Catering Services at one of its Training Establishments namely Bankers Institute of Rural Development (hereinafter referred to as "BIRD") situated at Krishna Nagar Road, Bondel, Mangaluru from reputed agencies.

3. The tenderer shall submit the tender in **Gem Portal** in two separate e-bids for the work – Technical Bid and Financial Bid. The same can also be downloaded from the website of <http://nabard.eproc.in/>. Tender document can also be downloaded from NABARD's website: [www.nabard.org](http://www.nabard.org) and also from BIRD, Mangaluru's website: [www.birdmangaluru.in](http://www.birdmangaluru.in).

4. Last date for submission/receipt of tender(s) is **8<sup>th</sup> May 2023 till 11:00AM**. Tenders received after stipulated date/ time shall not be entertained. Technical bid will be opened online on **8<sup>th</sup> May 2023 at 11:30 AM** by BIRD, Mangaluru in its office in the presence of tenderers or their authorized representatives who wish to be present. In case, any holiday on the day of opening, the tenders will be opened on the next working day at the same time.

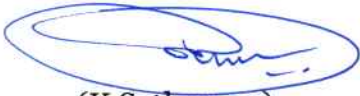
5. The Financial Bid of only those tenderers, who fulfil the technical bid requirements, will be opened. The Financial Bid shall be opened at a later date after the detailed evaluation of Technical Bid.





6. This tender is to identify the tenderer for providing quality catering services for trainees/staffs/officers/VOF/VEF guests. The shortlisted tenderer will not automatically get award of final work and assigned work will be awarded to the tenderer complying with all the specifications and Terms & Conditions stipulated to the satisfaction of BIRD, Mangaluru. BIRD, Mangaluru reserves its right in this regard. Selected Tenderer shall have to execute an agreement with BIRD, Mangaluru as per the Terms & Conditions of BIRD, Mangaluru. Draft Agreement Enclosed.

Yours faithfully



(K Satheesan)

Deputy General Manager





### **SCHEDULE OF EVENTS**

Bid Document Availability	Bidding document can be downloaded from website.	
	Website	<a href="http://gem.gov.in/">http://gem.gov.in/</a> <a href="http://nabard.eproc.in/">http://nabard.eproc.in/</a> <a href="http://www.nabard.org">www.nabard.org</a> <a href="http://www.birdmangaluru.in">www.birdmangaluru.in</a>
	From	13 April 2023
	To	08 May 2023
Earnest Money Deposit (EMD)	The tenderer shall deposit Earnest Money Deposit/Bid Security deposit for an amount of Rs.86,000/- (Rupees Eighty Six Thousand only)	
Account details for depositing EMD	Payee Name : NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT Bank Name: NABARD Branch Name: Head Office, Mumbai Account Number: NABADMN22 IFSC Code: NBRD00000002	
Pre-Bid meeting	25 April 2023 at 11:30 AM	
Last date of submission of Tender	08 May 2023 until 11:00 AM	
Date, Time & Venue of Opening of Technical Bids	08 May 2023 at 11:30 AM at BIRD, Mangaluru	
Date, Time & Venue of Opening of Financial Bids	19 May 2023 at 11:00 AM at BIRD, Mangaluru	
<b>Contact Details :</b>	Joint Director, BIRD, Krishna Nagar Road, Bondel, Mangaluru 575008	
<b>Telephone No:</b>	0824 – 2888513/515	



**PART-I**

**TECHNICAL BID**

**(To be uploaded separately into File No.2 with file name as  
" TECHNICAL BID")**

## **INSTRUCTIONS TO TENDERERS**

### **1. GENERAL:**

The present tender is being invited for Catering Services under which the tenderer shall provide uniformed, trained personnel and will use its best endeavours to provide Catering services to the entire campus including Staff, Trainees and VOF/VEF guests. The detailed SCOPE OF WORK is mentioned at page no. 32.

The rates and service charges should be quoted as one bid. The successful tenderer would be required to execute an agreement with NABARD/BIRD, Mangaluru through Joint Director, BIRD, Mangaluru, wherein BIRD, Mangaluru is a confirming party in the agreement and the selected tenderer is required to raise the bills along with the certificates which would be mentioned in the documents.

### **2. ELIGIBILITY CRITERIA**

2.1 Bidder shall be a professional Bidder (proprietor, firm, company, etc.) with a minimum of 3 years' experience in providing in-house multi-cuisine catering (i.e., Veg, Non-Veg, South Indian, North Indian, Chinese, Continental, etc.) to Institutions of Central Government, State Governments, Public Sector Undertakings, Training Institutions of Banks/PSU's, Financial Institutions & Educational Institutes of National Importance recognized by MHRD and name appearing on website of MHRD or reputed Private Organizations. The time period of 3 years shall be reckoned as on 31 March, 2023.

2.2 Tenderer shall have an average annual turnover of Rs,13 Lakh for the last three financial years (i.e. 2019-20, 2020-21 and 2021-22), duly supported by audited or CA certified statement of accounts.

2.2.1 Names and addresses of clients along with details regarding nature, amount and period of the contracts shall be furnished along with Technical Bid. Certificates from the clients regarding the value, quality and duration of service rendered during the last five years shall be submitted to corroborate the details mentioned in ANNEXURE-II.

2.3 The tenderer to preferably have a base or representative establishment @Dakshin Kannada/Udupi District or be willing to have a representative or representative establishment in Dakshin Kannada/Udupi if awarded the contract.

2.4 Track record of the tenderer 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 tenderer.





2.5 The tenderer must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.

2.6 The tenderer must not have been suspended/delisted/blacklisted by any organization, on any grounds. The tenderer should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The tenderer shall give details of all disputes he/she had with his/her clients and furnish the status thereof.

2.7 If the performance of the tenderer is/has been found to be unsatisfactory for any reasons, whatsoever, in any organization, then BIRD-M reserves the right to reject the bids submitted by such tenderer.

2.8 The tenderer shall have all the applicable and valid registrations with statutory authorities constituted for Labour welfare and other purposes.

1. License for providing catering (Registration under shops & Est. Act).
2. Firm has been in Business of in-house multi-cuisine catering for at least 3 years.
3. Registration Nos. under various Statutory Acts viz. GST, EPF, ESIC, Labour License mandatory.
4. Annual turnover of the firm for last 3 years(in Rs.13 lakh) furnished copies to be certified by CA and 3 year IT returns 2019-20,2020-21 and 2021-22.
5. EMD deposit

2.8(1) The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses etc. as may be necessary or required for carrying out the contract. The bidder shall also inform and assist BIRD Mangaluru in procuring any registration, permissions or approvals, which may be statutorily required to be obtained by BIRD Mangaluru for availing the services. The Bidder shall, in particular, obtain appropriate license under the Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation and Abolition) Act 1970 and the Rules thereunder and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and / or renewed from time to time.

2.9 The tenderers shall submit documentary evidence in support of the above eligibility criteria.

2.10 Bidding firms/companies shall have current account in a scheduled commercial bank.

2.11 Financial Bids of only those tenderers will be opened who will satisfy the conditions of Technical Bids.

2.12 The bidder has to enter into Pre-contract Integrity Pact (ANNEXURE-IX) at his own cost on a Rs. 200/- non judicial stamp paper at bidder's cost with the Bank as per





the format given to become eligible to participate in the tender. Independent Monitor Shri Pramod Kumar Sangewar (IRSS) (Retd), has been appointed as monitor for this Pact in consultation with the Central Vigilance Commission.

**It would be a preliminary qualification and bid documents will not be considered or will be rejected in the absence of the Integrity Pact.**

2.13 The Tenderer shall apply only through their authorized signatories.

2.14 (a) Memorandum of Understanding shall be provided in case the Tenderer is a Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

(d) The tenderer shall submit full details of his ownership and control or, if the Tenderer is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

2.15 Each Tenderer is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If BIRD, Mangaluru subsequently finds to the contrary, it reserves the right to declare the Tenderer as non-compliant and declare any contract if already awarded to the Tenderer to be null and void.

2.16 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

2.17 The tenderer is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the tenderer's risk and may result in rejection of his/her bid.

2.18 The tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.



### **3. ONE BID PER TENDERER:**

Each tenderer shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a tenderer or if any of the partners in a joint venture or any one the members of the consortium participate in more than one bid, the bids are liable to be rejected.

### **4. COST OF BID:**

The tenderer shall bear all costs associated with the preparation and submission of their bid and the BIRD, Mangaluru will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

### **5. VISIT TO PREMISES AT BIRD, MANGALURU:**

The tenderers are advised to visit BIRD, Mangaluru Campus and acquaint themselves with the site and operational system. The costs of visiting shall be borne by the tenderer. It shall be deemed that the tenderer has undertaken a visit to the campus of the BIRD, Mangaluru and is aware of the operational conditions prior to the submission of the tender documents.

### **6. CLARIFICATION OF TENDER DOCUMENT:**

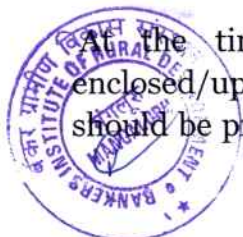
6.1 The tenderer shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages, the tenderer shall inform the Office of the BIRD, Mangaluru.

6.2 In case the tenderer has any doubt about the meaning of anything contained in the Tender document, he/she shall seek clarification from the Office of BIRD, Mangaluru during the pre-bid meeting scheduled on 10 April 2023. Any such clarification, together with all details on which clarification had been sought, may be issued as corrigendum to the tender document.

6.3 Except for any such written clarification by the BIRD, Mangaluru which is expressly stated to be an addendum to the tender document issued by the Office of the Joint Director, BIRD, Mangaluru (concerned Section), no written or oral communication or explanation by any other employee of the BIRD, Mangaluru shall be taken to bind or fetter the BIRD, Mangaluru under the contract.

### **7. List of documents to be enclosed**

At the time of submitting technical bid, the tenderers are required to enclosed/uploaded photocopies of following documents (Documents in original should be produced for verification as and when it is required by BIRD, Mangaluru,





failing which their bids will be summarily / out rightly rejected and will not be considered for any further correspondence):-

- a) Registration Certificate as per existing norms (indicating the legal status – Company/ Partnership firm/ Proprietorship Concern, etc.).
- b) Copy of GST Registration Certificates.
- c) Copy of PAN Card.
- d) Copies of Income Tax Return filed for last three financial years.
- e) Copies of Annual Turnover details in Rupees for last three Financial Years 2021-22, 2020- 21 & 2019-20 including audited balance sheet and Profit & Loss Account.
- f) Valid Registration Certificate issued by Competent Authority of Labour Dept.
- g) Work Experience Details, service provided to Government Departments /PSUs/Autonomous Bodies/ Corporate Bodies (Copies of Purchase Orders and completion certificates as required by the Technical Bids received from Government Departments / PSUs / Autonomous Bodies / Corporates during each of the last seven years) should be enclosed / uploaded with clearly indicating the annual payment given to the tenderer.
- h) A Short profile of the organization.
- i) Bid Security (Earnest Money Deposit) for an amount of Rs.86,000/- or Certificate in case of MSME.
- j) Pre-Contract Integrity Pact.
- k) Self-attested copy of valid Provident Fund Registration Number.
- l) Self-attested copy of valid ESI Registration Number.

8. The Financial Bid should contain Preamble and ANNEXURE- VIII i.e. entire PART-II of the tender document duly filled in figures and words.

**NOTE:**

- If required, BIRD, Mangaluru will obtain reports on past performance of the tenderer from their clients and evaluate the said reports before opening of the Financial Bid of the tender. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after opening of Technical Bid of the tender. The Bank is not bound to assign any reason for rejecting the tender.



- After prima facie scrutiny, if any of the tenderer is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further.
- Each page of the application shall be signed. The application shall be signed by person/persons on behalf of the organization having necessary authorization/Power of Attorney to do so.
- Clarifications, if any required may be obtained from BIRD, Mangaluru.
- No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted. In case any tenderer withdraws his/her tender during the validity period, the EMD amount received from such tenderers shall be forfeited.
- Notwithstanding anything stated above, BIRD, Mangaluru reserves the right to assess the tenderers capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of BIRD, Mangaluru.

## 9. BID PRICES:

9.1.1. Tenderer shall quote the rates in Indian Rupees / the service charges for the entire contract on a 'single responsibility' basis such that it covers tenderer's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Catering Services at BIRD, Mangaluru.

9.1.2. The remuneration payable to the workers shall be commensurate with the minimum wages declared by the Central Govt. at any point of time. All the existing statutory requirements such as ESI / EPF, GST, Group Insurance, other taxes, etc. shall be dealt with as per existing laws / instructions. The offers of those prospective tenderers which do not meet the statutory requirements are liable to be rejected.

9.1.3 Rates should be filled in the Tender neatly and no overwriting shall be made. Corrections, if any shall be authenticated by subscribing signature of the tenderer. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, scrutiny of the tender shall be done as per BIRD Mangaluru's guidelines.

9.1.4. Conditional bids/offers will be summarily rejected.

9.2. **FORM OF BID:** The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Tenderer. If the Tenderer is a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participants thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.





**9.3. DURATION OF CONTRACT:** The contract may be valid initially for **Nine (9) months i.e. from 1<sup>st</sup> July 2023 to 31<sup>st</sup> March 2024**, and the Joint Director, BIRD Mangaluru reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further two (02) years. However, if for any reason the contract is terminated by any of the parties, the tenderer shall provide his services till BIRD, Mangaluru makes another or alternate arrangement.

**9.4. BID SECURITY:** The successful tenderer shall deposit Bid Security (Retention Money Deposit) for an amount of Rs.2,15,000/- (Rupees Two Lakhs Fifteen Thousand only). The Bid Security may also be directly credited in our Account, the details of which are:-

Payee Name : NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT  
Bank Name : NABARD  
Branch Name : Head Office, Mumbai  
Account Number : NABADMN22  
IFSC Code : NBRD00000002

**Note:** MSE's as defined in MSE Procurement Policy issued by GoI or Tenderers who are registered with central Procurement Organization are exempt from submitting EMD. Documentary proof in this regard needs to be enclosed along with letter of tenderer in the File 1.

9.4.1 No interest shall be paid on the EMD submitted by the tenderers. EMD of unsuccessful tenderers would be refunded after the award of work to the successful tenderers.

9.4.2 Tender for which the EMD amount has not been received in our bank account will not be accepted by BIRD, Mangaluru except in case of MSEs as defined in MSE Procurement Policy issued by GoI or tenderers who are registered with Central Procurement Organizations. Such exemption shall be given only on submission of proof.

9.4.3 The EMD of successful tenderer shall be retained by BIRD, Mangaluru towards Security Deposit (SD). The quantum of security deposit shall be 5% of the annual contract amount. The successful tenderer has to submit the balance amount of security deposit within 10 days of issue of work order. Security Deposit (SD) will be refunded after the expiry of the contract period. SD will not bear any interest.

9.4.4 The Bid Security will remain valid for a period of forty-five (45) days beyond the final bid validity period.

9.4.5 Bid securities of the unsuccessful tenderers will be returned to them at the earliest after expiry of the final bid validity.





9.4.6 Bid Security shall be forfeited if the tenderer withdraws his/her bid during the period of Tender validity.

9.4.7 Bid Security shall be forfeited if the successful tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the BIRD, Mangaluru.

## **10. SUBMISSION OF TENDER:**

10.1 The last date of receipt of Tender is on or before **11:00 AM on 04 May 2023** and Technical Bids of Tenders will be opened on **11:30 AM on 04 May 2023**. Tenders received after stipulated date/ time shall not be entertained. Tenderers are requested to make note of dynamic time being displayed on e- Procurement portal of BIRD, Mangaluru to ensure that the bids are submitted on time. Late tenders will not be accepted under any circumstances.

10.2 The BIRD, Mangaluru may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the BIRD, Mangaluru and the Tenderer will be the same.

## **11. BID OPENING AND EVALUATION:-**

11.1 The authorized representatives of the BIRD, Mangaluru will electronically open the Pre-qualification/Technical Bids in the presence of the Tenderers or of their representatives who choose to attend at the appointed place and time.

11.2 The bid of any tenderer who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

11.3 Conditional bids will also be summarily rejected.

11.4 Subsequently, the selected technical bids will be evaluated as per information furnished by tenderer and eligibility criteria.

11.5 Financial bids of only the technically qualified tenderers will be opened for evaluation in the presence of qualified tenderers.

11.6 Right to accept any Bid and to reject any or all Bids:-

11.6.1 The BIRD, Mangaluru is not bound to accept the lowest or any bid and may at any time by notice in writing to the tenderers terminate the tendering process.

11.6.2 The BIRD, Mangaluru may terminate the contract if it is found that the tenderer is black listed on previous occasions by any of the Govt. Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc.

11.6.3 The BIRD, Mangaluru may terminate the contract in the event of successful tenderer fails to furnish the Performance Security or fails to execute the agreement.



## **12 AWARD OF CONTRACT:**

12.1 The BIRD, Mangaluru will award the contract to the successful evaluated tenderer whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

12.2 The BIRD, Mangaluru will communicate the successful tenderer by an e-mail/letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the Work Order) shall prescribe the amount which the BIRD, Mangaluru will pay to the tenderer in consideration of the execution of work/services by the tenderer as prescribed in the contract.

12.3 The successful tenderer will be required to execute an agreement in the form specified in ANNEXURE-V within a period of 14 days from the date of issue of Work Order.

12.4 The successful tenderer shall be required to furnish a Retention Money Deposit/Performance Security within 10 days of receipt of Work Order for an amount of Rs.2.15 Lakh through Electronic mode.

Payee Name: NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Bank Name: NABARD

Branch Name: Head Office, Mumbai

Account Number: NABADMN22

IFSC Code: NBRD00000002

12.5 The EMD of the successful tenderer may be converted into RMD / Performance Security and shall not carry any interest whatsoever. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the tenderer accordingly.

12.6 Failure of the successful tenderer to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

12.7 A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to BIRD, Mangaluru on demand within three working days without any demur whatsoever and without any reasons whatsoever. The demand for payment by BIRD, Mangaluru shall be treated as conclusive proof of payment.





### **13. MISCELLANEOUS:**

13.1 Notwithstanding anything stated above, BIRD, Mangaluru reserves the right to assess the tenderer's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of BIRD, Mangaluru.

13.2 The decision of BIRD, Mangaluru in awarding the work shall be final.

13.3 BIRD, Mangaluru reserves the right to accept / negotiate / reject any Tender either in whole or in part without assigning any reasons therefor whatsoever and without entering into any further correspondence and hence, BIRD, Mangaluru shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of BIRD, Mangaluru in this regard shall be final and undisputable.

13.4 BIRD, Mangaluru also reserves the right of supersession of any of the conditions stipulated in the Tender Document.





## GENERAL CONDITIONS FOR CONTRACT FOR CATERING SERVICES AT BIRD-MANGALURU

- 1) Initially, the contract will be awarded for the period from the 01 July 2023 to 31<sup>st</sup> March 2024. The tenure may thereafter be extended with mutual consent at the sole discretion of BIRD Mangaluru, subject to satisfactory performance, preferably on the same terms and conditions of this tender or on a mutually agreed rate.
- 2) BIRD Mangaluru will have the option to terminate the contract, after giving notice of one month in writing without assigning any reason thereof, if the bidder commits breach of any of the conditions contained in this contract or fails to render the services to the satisfaction of BIRD Mangaluru. However, the Bidder shall not be entitled to terminate the Contract before completion of the aforesaid period of 01 year and in the event of the contract being extended by BIRD, Mangaluru beyond the said period, the Bidder may terminate the contract by giving **three months** prior notice in writing.
- 3) BIRD, Mangaluru reserves the right to reject any or all offers without assigning any reason thereof. BIRD, Mangaluru shall decide not to avail of any services from any bidder as a consequence of this Tender. BIRD, Mangaluru also reserves the right to re-issue/ recommence the entire bidding process without the vendors having the right to object. Any decision of BIRD, Mangaluru 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 to BIRD, Mangaluru within **7 working 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. The successful bidder has to execute an agreement with BIRD Mangaluru within **14 working days from awarding the contract**.
- 6) Successful bidder shall be required to deposit a further sum of **₹1,29,000/- (Rupees One lakhs Twenty nine thousand only) in addition to the**



**EMD of Rs.86,000/-** within 7 working days from the date of acceptance of offer, towards **Security Deposit** for due performance of the contract. The total Security deposit of **₹2,15,000/- (Rupees two Lakh Fifteen Thousand only)** shall be refundable after expiry/termination of the contract. The contract shall automatically become null & void and EMD of **₹ 86,000/-** will stand forfeited in the event of the tenderer failing to deposit the amount as above. However, BIRD, Mangaluru reserves the right to revive the contract, if circumstances warrant. The security deposit shall not bear any interest.

- 7) A Performance Guarantee (in the prescribed format) from a scheduled commercial bank, payable on demand valid for a period equivalent to duration of the contract of same amount as RMD may be furnished by the successful tenderer in lieu of the Security Deposit, upon award of contract. The Performance guarantee shall be renewed for a further period in case of renewal of the contract by BIRD, Mangaluru.
- 8) The successful Bidder shall execute an Agreement/Contract on stamp paper of appropriate value containing inter-alia all the terms and conditions of the contract, as approved by BIRD, Mangaluru.
- 9) If the successful bidder fails to comply with the terms and conditions of this tender or the subsequent agreement/contract in course of the contract period, the security deposit shall be forfeited in full or in part as decided by the Competent Authority.
- 10) The bidder shall provide Catering services as specified in the “**Scope of work and specific terms & conditions for catering**” in page no 32.
- 11) Catering services for the participants/guests shall be provided on all days during the contract period. “Participants” means those attending the training programmes of BIRD Mangaluru and “Guests” means those who are authorised visitors to BIRD, Mangaluru.
- 12) Tea, Snacks, Breakfast and Lunch services shall also be provided to the members of the staff and guests at Visiting Officers Flat (VOF)/Visiting Employees Flat (VEF) of BIRD Mangaluru on daily basis. Staff means who are employed at BIRD Mangaluru either as Faculty or Administrative staff. In addition, dinner also shall be provided to staff, if required. Failure to provide the service shall attract penalty. The amount of penalty shall be decided by BIRD, Mangaluru on each occasion and shall be final.





- 13) All vegetables, fruits etc. used shall be fresh and shall not be rotten or over ripe. The Agency shall be responsible for their hygiene and safety. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and should be prepared and served fresh. All the items being used shall be stored properly and used before the expiry date/best before date.
- 14) The Agency's staff shall store sufficient quantity of high quality ingredients in the store room to ensure preparation of food items in time.
- 15) BIRD's authorized official has the right to verify the adequacy of supplies, test the provisions purchased, quality of food, reject any ingredient that may be found to be substandard.
- 16) The food preparation is to be done in a strictly hygienic environment and matching process without any compromise. Every food preparation shall be used for the specific service and the left-over food shall not be carried to next meal service.
- 17) Bidder has to mandatorily provide catering services throughout the year without any break, for the Faculty, Staff & Guests at VOF & VEF at BIRD Mangaluru for which payment will be made on actual meal/services availed even if there is less number of participants at any point of time.
- 18) 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. The bidder will also serve the guests at VOF /VEF for which the payment will be made by the guest.
- 19) The bidder shall provide adequate number of competent and well-trained staff for cooking, cleaning, dining and room services. The bidder shall provide adequate number of competent and well-trained and Professional staff for cooking, cleaning, dining and room services.
- 20) Minimum number of staff, including a Manager as overall in-charge, highly skilled professional Chef trained in multicuisine, Assistant Chefs, Kitchen helpers, Waiters (including office), dining hall helpers etc., shall be maintained at any point of time, sufficient to manage the requirements of BIRD Mangaluru at all times. The bidder shall have full control of such employees and shall give necessary guidance and direction to carry out the jobs assigned to them by the bidder. The catering staff are to be allotted duties specific to catering work and not given other sundry work.





- 21) Residential accommodation shall not be provided by BIRD Mangaluru to the workmen of the bidder. However, 1 or 2 workmen of the bidder will be allowed to stay in the kitchen premises to attend to early hour duties. Their presence, however, should not cause any disturbance to normal functioning of BIRD Mangaluru.
- 22) No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
- 23) No advance shall be paid. Bills for catering services may be raised by the bidder on a monthly 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.
- 24) The bidder or his staff shall not use the premises, properties, fixtures, fittings, etc., of BIRD Mangaluru for any purpose other than those expressly provided in this tender or the subsequent contract. It shall be open to officials of BIRD Mangaluru to inspect the Lounge and Kitchen at any time. The bidder shall be responsible for taking adequate care of all equipment, utensils, etc. He/She should bring to the notice of BIRD Mangaluru, 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 bidder at his/ her cost.
- 25) The bidder or his/her authorized representative has to attend the review meetings convened every month or as and when required, for discussion, evaluation of performance of the contract, and compliance to statutory issues, etc.
- 26) In the event of any damage being caused to the movable or immovable property of BIRD Mangaluru or its client or to the property of the employees of BIRD Mangaluru, the BIRD Mangaluru reserves the right to compute the damage in terms of money and to deduct the money from the bill of the bidder or from the amount payable to the bidder by the BIRD Mangaluru and recover the remaining amount, if any, by way of civil damages.
- 27) The bidder shall not use the logo, name, identity or letterhead of Bankers Institute of Rural Development (BIRD) or National Bank for Agriculture and Rural Development (NABARD) and the relationship between the bidder and



BIRD Mangaluru being on principal-to-principal basis, the bidder shall not hold himself/herself as an agent of BIRD Mangaluru.

- 28) The bidder shall not use BIRD's address on his letterhead/stationery for purposes of Registration with any Government/Local Body or any other organization or person and no tenancy shall be created by the presence of his workmen/employee on BIRD's premises.
- 29) The bidder should appoint atleast 25 percent lady workers preferably.
- 30) There will be surprise visits by Lounge Committee to inspect the food items mentioned in Annexure-B & if caterer found using other than those brands specified in the list for cooking, the Contract will be terminated.
- 31) The bidder should ensure no other Staff to be accommodated except his one or two Staff members required to be stay to attend the work during odd hours.
- 32) The Bidder will maintain punctuality in serving Tea/Coffee, Lunch and Dinner.
- 33) The Bidder and his Staff will avoid usage of Mobile phones while serving or on duty during the training sessions/meetings of BIRD, Mangaluru.
- 34) To ensure effective implementation of this contract, the Joint Director or an authorized official of BIRD Mangaluru shall issue instructions, either orally or in writing to the bidder and such instructions shall be deemed to be a part and parcel of this contract and shall be binding on the bidder. In all matters relating to or incidental to this contract, if there arises any doubt or dispute or disagreement, the decision of the Joint Director, BIRD, Mangaluru shall be final and binding on the bidder.
- 35) It shall be the Bidder's responsibility to ensure that the obligations under the terms of this contract are duly performed and observed.
- 36) BIRD, Mangaluru reserves the right to amend/modify the tender document or issue any corrigendum to the bid process. The bidder shall not contest the right of the BIRD, Mangaluru to do the same.
- 37) The bidder 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 and to be furnished for inspection of BIRD, Mangaluru /authorised official as and when required.

- 38) The bidder shall comply with all municipal and other regulations relating to preparation and sale of food stuff, beverages and refreshment and shall obtain necessary licenses and permits, including licenses under Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation & Abolition) Act, 1970, at his/her/their own cost. BIRD Mangaluru shall not be responsible in any way for any breach by the Bidder of the rules and regulations governing the running of such establishments.
- 39) In case of any labour problems related to the workmen staff of the Bidder, the same shall be settled at the bidder's end only. The Bidder shall indemnify BIRD, Mangaluru suitably. It shall be the duty of the Bidder to clearly inform his own personnel/staff that they shall have no claim whatsoever against BIRD, Mangaluru and they shall not raise any industrial dispute, either directly and/or indirectly, with or against BIRD, Mangaluru in respect of any of their service conditions or otherwise.
- 40) The Bidder shall indemnify and keep indemnified, defend and hold good the BIRD, Mangaluru 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 Bidder or his/her/their services personnel on account of misconduct, omission and negligence by the Bidder or his service personnel.
- 41) The Bidder 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 BIRD, Mangaluru against risks and damages arising out of the default on the part of Bidder 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.



#### 42) Bidder's Employees

- i) The employees engaged by the bidder shall be trained and experienced people having good health, character; well behaved, obedient and skilful in their tasks. They should be conversant in English, Hindi and local language.
- ii) The Bidder shall appoint an experienced Chef trained in Multicuisine, with work experience training institutions of banks/Central Govt. Financial Institutions/Corporate Sector.
- iii) The bidder shall furnish list of his/her persons to be deployed at BIRD, Mangaluru, along with their qualifications, experience, address, photos, etc. The bidder shall maintain a register showing the names and addresses of the persons engaged and to be produced for inspection as and when required.
- iv) The bidder 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 bidder shall take all precautionary measures to ensure the safety of the workmen employed by the bidder and BIRD, Mangaluru shall not be responsible in case of any eventuality.
- vi) The bidder shall take prior permission from the authorized official of BIRD, Mangaluru before deploying any person at the BIRD Mangaluru. However, BIRD, Mangaluru reserves the right to reject any particular workmen/staff placed employed by Bidder under the contract with BIRD Mangaluru, without assigning any reason therefor.
- vii) Bidder shall submit the list of workers with duty specifications.
- viii) The bidder shall obtain complete bio-data of the persons deployed in BIRD, Mangaluru campus along with police verification.
- ix) The bidder shall organize medical examination of all the persons engaged before initial deployment and furnish the medical reports to BIRD Mangaluru. Any person found to be medically unfit or unsuitable shall have to be removed by the Bidder from the services immediately and suitable replacement shall have to be arranged forthwith. BIRD Mangaluru shall arrange for medical check-up of the canteen personnel if considered necessary by the BIRD Mangaluru and the Bidder shall withdraw any person who is found medically unfit for the job and arrange for an appropriate substitute.





The cost if any incurred by BIRD Mangaluru in this regard shall be borne by the Bidder.

- x) The bidder shall arrange to issue Identity Cards and dress code to all the persons engaged, through Assistant Manager/Manager (Protocol & Security) of BIRD, Mangaluru after submitting necessary documents in the form of antecedent verification report from the Police station, Address proof and Identification proof etc.
- xi) The bidder shall ensure that none of his personnel on duty is in inebriated state or consumes drug, alcohol, prohibited substances, smoke, etc., while on duty or otherwise inside BIRD, Mangaluru premises. The Bidder shall remove any employee who in the opinion of BIRD, Mangaluru is guilty of misconduct, or is in any manner unfit or unsuitable for service. The Bidder shall at all times indemnify BIRD, Mangaluru 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 Bidder shall be solely responsible for the remuneration and other dues to its employees, as also for omissions/commissions done by them.
- xii) The workmen/persons engaged by the bidder shall not have any right/claim over the facilities enjoyed by BIRD, Mangaluru staff, participants, etc. It is clearly understood that the bidder's workers shall not have any employee-employer or master-servant relationship with BIRD, Mangaluru.
- xiii) The bidder shall not engage minors for catering service. Any violation will be the sole responsibility of caterer and the bank will not in any way be liable / responsible for the same.
- xiv) The bidder shall ensure:
  - a) That all instructions, guidelines and specifications issued to the bidder by BIRD, Mangaluru are clearly and effectively communicated by the Bidder to its employees and personnel;
  - b) That all instructions, guidelines and specifications are strictly adhered to by the workmen and personnel of the bidder so that the reputation of BIRD is not compromised.



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

#### **43) Failure to Exercise BIRD's rights**

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

#### **44) Tenancy Rights**

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

#### **45) Disputes Resolution**

- i. In case of dispute regarding the quality of food / other eatables / unsatisfactory service etc., the final authority will rest with the Joint Director/Officer-in-Charge, BIRD, Mangaluru - 575008 and the same will be binding on the caterer.
- ii. In the event of any claim, difference, dispute or controversy and questions whatsoever arising between the parties under this BID and subsequent agreement shall in the first instance, be attempted to be resolved between the parties themselves.
- iii. If the dispute cannot be resolved through consultations between the Parties with in 30 (thirty) days after 1(one) Party has served a written notice on the other Party requesting the commencement of such discussions, any Party may thereafter in writing, demand that the dispute be finally settled by an arbitration comprising of sole arbitrator mutually appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996 or any modifications thereof. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the parties to this Agreement and shall have prior experience as Arbitrator. The arbitration proceedings shall be governed by the Arbitration and





Conciliation Act, 1996. The seat and venue of arbitration shall be Mangaluru. The language of arbitration shall be English.

iv. The award of the arbitrator/s so appointed shall be final and binding on the parties.

v. Work under the contract shall be continued by the successful bidder/bidder during the arbitration proceedings unless otherwise directed in writing by BIRD, Mangaluru. No payment due, or payable by BIRD, Mangaluru, to the bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

46. Tenderer / successful tenderer shall ensure that no person involved in any litigation against any of the offices of NABARD / BIRD, MANGALURU shall be deployed under any circumstances.

47. Any liability arising out of any litigation (including those in consumer courts) due to any act of tenderer's personnel shall be directly borne by the tenderer including all expenses / fines. The concerned tenderer's personnel shall attend the court as and when required.

48. **Force Majeure:** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God, etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

49. If the tenderer is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the BIRD, Mangaluru for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture / consortium / group / partnership shall not be altered without an intimation to the BIRD, Mangaluru.

50. The contract period will be initially for a period of 9 months from **01 July 2023 to 31 March 2024** extendable twice for one year each, if the services of the service provider firm are found satisfactory.





51. During the course of contract, if any tenderer's personnel are found it to be indulging in any corrupt practices causing any loss of revenue to the BIRD, Mangaluru shall be entitled to terminate the contract forthwith duly forfeiting the tenderer's Performance Guarantee.

52. In the event of default being made in the payment of any money in respect of wages of any person deployed by the tenderer for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the BIRD, Mangaluru may, make payment of such claim on behalf of the tenderer to the said Labour Authorities and any sums so paid shall be recoverable by the BIRD, Mangaluru from the tenderer.

53. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the BIRD, Mangaluru, such money shall be deemed to be payable by the tenderer to the BIRD, Mangaluru within seven days.

54. The BIRD, Mangaluru shall be entitled to recover the amount from the tenderer by deduction from money due to the tenderer or from the Performance Security.

55. The tenderer shall not engage any sub-tenderer or transfer the contract to any other person in any manner.

56. The tenderer shall indemnify and hold the BIRD, Mangaluru indemnified from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the tenderer.

57. The tenderer should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and relevant Acts or laws (wherever applicable).

58. The personnel engaged should project an image of utmost discipline. They should be above the ages of 18 yrs. NO UNDERAGE / MINOR (below 18 years of age) SHALL BE DEPLOYED UNDER ANY CIRCUMSTANCES. The entire responsibility for such lapse shall be that of the tenderer. Manpower so engaged shall be trained for Catering services before joining. During this training, tenderer shall have to arrange for substitute for the staff undergoing training.

59. The tenderer shall get their staff screened for gross physical disabilities and contagious diseases and will provide a certificate to this effect for each personnel deployed. BIRD, Mangaluru will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.





60. The BIRD, Mangaluru shall not be responsible for providing residential accommodation to any of the employee of the tenderer.

61. The BIRD, Mangaluru shall not be under any obligation for providing employment to any of the worker of the tenderer after the expiry of the contract. The BIRD, Mangaluru does not recognize any employee employer relationship with any of the workers of the tenderer.

62. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the BIRD, Mangaluru from the agency.

63. If any underpayment is discovered, the amount shall be duly paid to the agency by the BIRD, Mangaluru.

64. The tenderer shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the BIRD, Mangaluru.

65. The tenderer will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month.

66. The tenderer shall disburse the wages to its staff deployed in the BIRD, Mangaluru every month only through ECS.

67. The tenderer should have round the clock control room service in Mangaluru, along with quick response teams to deal with emergent situations.

#### **68. PAYMENT TO WORKERS:**

68.1. The payment shall be made as per the Latest Wage Rates as notified by the Office of the Chief Labour Commissioner (Central), Ministry of Labour & Employment, and Government of India from time to time.

69 Payment must be made by the tenderer through ECS/NEFT/any other electronic payment system. Under no circumstances payments will be made in cash. To ensure this, service provider will get a bank account opened for every engaged employee.

(b) The tenderer must ensure that entitled wages of the employee are credited to their bank account as per time (As indicated in the company policy if not indicated within 10<sup>th</sup> of every month). Service provider will not be given any relaxation in this matter.

(c) While submitting the bills for the month, the tenderer must submit following documents:-



- (i) The detailed break up list of the catering services availed by Trainees.
- (ii) Wages slip showing that the employees are paid as per the minimum wage norm applicable as on date.
- (iii) ESI Contribution (copy of the challan to be enclosed).
- (iv) EPF contribution (copy of the challan to be enclosed).

70. Any damage or loss caused by tenderer's persons to the Bank in whatever form would be recovered from the tenderer.

71. In case any public complaint is received attributable to misconduct/misbehavior of tenderer's personnel & is assessed as true by the Bank, a penalty decided by BIRD, Mangaluru shall be levied and the same shall be deducted from tenderer's bill. Besides the personnel found involved in the incident shall be removed from the Premises immediately.

72. **Penalty Clause:** The services provided may be reviewed by the "Lounge Committee" constituted respectively by BIRD, Mangaluru. If the committee is of the view that the Catering services provided by the tenderer is not up to mark, the committee may prescribe a penalty in the range of 5 % to 20 % of the contract value of that month. The decision of BIRD, Mangaluru shall be final and binding on the tenderer in this regard. The tenderer shall not pass on the burden of penalty to the workers deployed by him/her and should ensure payment of minimum wages to the workers irrespective of the penalty.

### **73. OBLIGATION OF THE TENDERER:**

The tenderer shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The tenderer shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the tenderer in respect thereof, which may arise.

### **74. JURISIDICITION OF COURT:**

The courts at Mangaluru shall have the exclusive jurisdiction of all disputes, if any, arising out of this agreement between the parties.

75. **EXIT:** The contract is liable for termination by giving one month notice by the Bank and three months' notice by the tenderer. However, the contract may be terminated by the Bank without allowing notice period, if the quality of the work is found not to be satisfactory. The Security Deposit under these circumstances will be forfeited.





76. The contract can be terminated on the following grounds:

- a) Failure to pay salary in time (As indicated in the company policy if not indicated within 10<sup>th</sup> of every month)
- b) Failure to maintain necessary provisions which may result in poor quality of services
- c) Failure to meet any of the statutory conditions/ compliances (EPF, ESI, Minimum wages etc.)
- d) Failure to meet/submit performance guarantee /deposit or any other conditions indicated in T&C of the contract.

77. Tenderer should provide 2 sets of uniforms and one pair of shoes of approved colour and quality, once in a year, to the employees deployed for the job at BIRD, Mangaluru. The tenderer should ensure that the uniforms provided to the staff are maintained in proper and clean condition. The cost of the uniform will be reimbursed on actual basis.

78. The tenderer shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or on leave.

79. **VALIDITY OF TENDER:** 90 Days from the date of opening of the Tenders.

80. The tenderer shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.

81. Tenderer shall be required to furnish BIRD, Mangaluru, the following:

- The Power of Attorney, name and signature of his authorized representative, who will be in charge of execution of this contract.
- Wage Book, Muster Book pertaining to labours engaged under this contract.
- Validity of Labour Contract License relating to staff engaged at BIRD, Mangaluru.
- Insurance policies for the employees.

82. The Tenderer shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.

83. Tenderer shall vouchsafe bonafide, conduct and fidelity of the staff employed by him. Any damage caused willfully or in negligence to the works executed, shall be borne by the tenderer.



84. The Tenderer may provide 10 work men, 4 for serving, 4 for cleaning and 2 for cooking preferably or such additional staff that may be necessary for smooth functioning.

85. Recovery of income tax, education cess, work contract tax, GST-TDS etc. as applicable and in force shall be deducted from the bill during the currency of the contract.

I / We accept all the above Terms and Conditions in all respects without any reservation.

**SIGNATURE AND SEAL OF TENDERER:**

DATE:

PLACE:





## SCOPE OF WORK

### Scope of Work and Specific Terms & Conditions

#### 1. Scope of Work:

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

- i) Providing catering services to the Participants, Guests and Staff of BIRD, Mangaluru on all days, as per **Annexure A**.
- ii) Providing catering services to BIRD Mangaluru employees in the Canteen/Lounge on all working days. Charges for the same shall be borne by the employee. Day-to-day menu for Canteen shall be drawn on mutual consent of the parties (of BIRD Mangaluru and the bidder).
- iii) Providing snacks, tea/coffee/juice services and lunch/dinner for all the visitors/guests at Visiting Officers Flat/VEF, BIRD Campus, Mangaluru on all days.
- iv) Providing snacks and tea/coffee/juice services to the participants, staff and guests during office hours at all times and beyond office hours and on holidays, if so required.
- v) Providing catering services at Senior Officers' Suites/Guest Faculty Rooms, Executive Suites, Participant Tea Room, Faculty Room & Joint Director's Secretariat, which shall include providing exclusive personnel at these places.
- vi) 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.
- vii) Providing special catering services within the premises/campus of BIRD MANGALURU on special occasions as per the rates agreed upon or any rates agreed upon after mutual discussions.
- viii) For purpose of executing the Work under this Tender, the Bidder will be permitted to use and occupy the Trainee Lounge consisting of one dining hall, kitchen & store rooms attached to the kitchen, dormitory, the receiving area,



Executive Lounge and Kitchen. The Bidder shall ensure proper cleaning, upkeep and maintenance of these areas, at his own cost.

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

BIRD, Mangaluru shall provide commercial LPG gas connection and the Bidder shall arrange for regular supply of commercial LPG gas refills at his own cost and pay directly to the gas dealer. The Bidder 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. The usage charges on actual basis for the same will be borne by the Bidder. Also the food will be served in hot condition and the bidder will arrange for and bear the cost of the solid fuel required to keep the food hot.

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

BIRD, Mangaluru shall provide the Bidder 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 bidder, at his own cost. The Bidder shall keep the usage of water and electricity restricted to a reasonable level.

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

All the furniture, fixtures, equipment and articles as per inventory separately prepared and all other furniture, fixtures, equipment and articles bought or made available by BIRD Mangaluru in or to the kitchen, dining rooms & Canteen shall remain to be the exclusive property of the BIRD, Mangaluru and shall on termination/expiry of this contract be handed over by the Bidder to BIRD, Mangaluru 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 Bidder shall be responsible for any damage to the Lounge & Canteen under the Bidder's occupation and to the fittings, fixtures, furniture, equipment entrusted to the bidder, when such damage is, in the opinion of BIRD Mangaluru, caused due to negligence or carelessness or any fault on Bidder's part or that of its Manager or Workmen or Agent and the Bidder shall be liable to pay BIRD Mangaluru such amount in respect of such damage as may be assessed by the officials of BIRD Mangaluru.





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

The Bidder 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 bidder. The Bidder shall at all times keep and maintain all the articles in a clean, neat, hygienic and tidy order. The Bidder shall maintain inventory of the stock of items given to him/her. An inventory statement giving clearly the break-up of stock, including usable items, items rendered unusable due to normal wear and tear and breakage/missing, if any, shall be submitted to BIRD Mangaluru by 10th of every month, which shall be checked by the authorized official of BIRD Mangaluru in comparison with the original inventory list.

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

The Crockery and cutlery list will be enclosed with the agreement.

## **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 Bidder's own cost. Any repairs, if required, shall be brought to the notice of the authorized official of BIRD Mangaluru immediately. Repairs on account of mishandling/negligence of workmen shall be carried out by the Bidder at his/her's own cost.

## **8. Electricity:**

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



## **9. Water Supply**

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

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

The Bidder 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 Bidder at his own cost. The Bidder should ensure no other Staff to be accommodated except his one or two Staff members required to be stay to attend the work during odd hours. It shall be open to any official of BIRD, Mangaluru authorized in this behalf to inspect the Lounge or any portion thereof at any time.

## **11. Personal Supervision:**

It shall be the Bidder'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 Supervisor whose name should be informed to BIRD, Mangaluru 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 and local language.

## **12. Catering Standards:**

- (i) 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. The caterer is required to exhibit in the Dining Hall, the day's menu for lunch and dinner.

- (ii) The caterer shall not impose any additional service charges from scheduled rates for providing catering service for food items or for serving food to participants/officers/guests in Visiting Officers Flat and VEF on all the holidays.
- (iii) The Catering staff shall be courteous while serving the participants, guests, guesfaculty 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 Bidder shall take steps to improve the service if 40% of the participants have rated the food served in a programme as below 'very good'. Also Lounge Committee of BIRD, Mangaluru will also rate the food after tasting it on the random basis 2-3 times a month. Lounge Committee will also rate the upkeep and maintenance of Lounge/Canteen/Kitchen. If Lounge Committee unanimously rates the **food** below "Very Good" a penalty of maximum 5% in the bills of programmes of that month will be levied. If Lounge Committee unanimously rates the **upkeep and maintenance** of kitchen, canteen, lounge etc. below "Very Good" a penalty of maximum 2% in the bills of programmes of that month will be levied. The penalty as decided by BIRD, Mangaluru shall be final and binding on the Bidder. The said amount shall be recovered while making payment in respect of the said Bill. In case the bill corresponding to the rating period has already been paid without deductions, BIRD, Mangaluru shall be entitled to recover the penalty amount from the payments in respect of subsequent bills.
- (iv) The Bidder 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 Bidder. BIRD, Mangaluru will not pay any fine or penalty that may arise/or that may be imposed on account of the fault of the Bidder. The Bidder shall be personally and solely responsible for any consequences due to food poisoning, if any. Besides refusal of entire payment for the sessions during which such food poisoning has occurred, BIRD, Mangaluru may initiate further stringent action, as deemed fit.



- (v) Utensils, cups, saucers, flasks, crockery, cutlery etc. shall be scrubbed and cleaned thoroughly. Kitchen utensils, cutlery, crockery, glassware, linen etc. used in the Lounge & Canteen shall be very clean & tidy and any laxity in this regard will attract severe penalties of the amount that shall be determined by BIRD, Mangaluru which shall be binding on the Bidder.
- (vi) The Bidder 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 Bidder 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 Bidder shall be solely and wholly responsible for the procurement of all food articles and provisions at his own cost. The Bidder 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 Bidder to store the materials purchased by him in a neat, tidy and hygienic manner in the space provided by BIRD Mangaluru. Security of such material shall be the sole responsibility of the Bidder.
- (iii) Quality of food and provisions used shall be of good standard as specified in **Annexure B**. BIRD Mangaluru shall have the authority to inspect such articles of food and provisions and shall have full powers to order discontinuance of use of such articles of food and provisions which are found to be not meeting the standards set out in the contract and/or on grounds of hygiene. Suitable refrigerator shall be provided by BIRD Mangaluru for storing perishables. It shall be the responsibility of the Bidder to store the materials in an appropriate and hygienic manner.
- (iv) Raw food items such as vegetable, milk, fish, mutton, chicken, eggs, fruit etc. shall be procured fresh and of good quality as per the BIRD Mangaluru's approval failing which the items shall be rejected and the Bidder 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 Bidder shall arrange to get the leftover food and other garbage disposed every day at regular intervals, at his/ her own cost, to the satisfaction of the BIRD Mangaluru.
- (vii) Reuse of burnt oil is strictly prohibited. Oil, once used shall not be used again.

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

The Bidder 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 Bidder 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  
around 6:00 am to 8:00 am

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 – 5:45 PM (To be served in Classroom/ Canteen)

#### **Dining hall service**



Breakfast	08.00 AM to 09.30 AM
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Lunch	01.00 PM to 02.30 PM
Dinner	08.00 PM to 10.00 PM

- (ii) The above timings could be generally observed. However, there could be exceptional circumstances warranting catering service before or beyond the above timing to which the Bidder shall oblige.
- (iii) The Bidder shall supply and serve wholesome and hygienic meals and snack in accordance with the indicative menu as stated in **Annexure A, and Annexure B** at the rates as agreed in the contract.
- (iv) Normally the service is a buffet service, however, at times, service as per specifications are to be provided i.e. sit-down service, banquet or any other form. The service of all food items should be "Unlimited" as per the requirement of the participants/guests from the spread available.
- (v) Bidder has to provide lunch for field visit of the participants and the expenditure incurred during the visit such as water bottles, disposable plates etc will be reimbursed on actual basis and also 2 persons may be provided for facilitation preferably.

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

Menu for each day's breakfast, lunch, evening snacks and dinner shall be drawn up by the Manager in advance, as per Annexure A, and Annexure B in consultation with the authorized official designated by the BIRD, Mangaluru with due regard to the seasonal requirements, needs and varying tastes of the participants coming to BIRD, Mangaluru from different parts of the country.

#### **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 Bidder for the service, provided one full day's (24 hrs.) notice of not availing of the services is given to the Bidder by the authorised official of BIRD, Mangaluru. In case of any field visit to be organised by BIRD, Mangaluru 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 Bidder one day before the field visit.

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





Bidder 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**

Food shall be cooked only in the kitchen of the Lounge. Bidder 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 Bidder shall not carry away any material/item out of the BIRD, Mangaluru 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 BIRD, Mangaluru regarding acceptance of the Tender and awarding of the contract, the successful tenderer shall be bound to execute the Contract within fourteen days thereof. The successful tenderer shall sign the agreement in accordance with the extant provisions. The written



acceptance by BIRD, Mangaluru of a tender is itself shall not constitute a binding agreement between the BIRD, Mangaluru and the Bidder so bidding.

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

#### **DECLARATION BY THE TENDERER**

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

SIGNATURE AND SEAL OF TENDERER:

DATE:

PLACE:





## ANNEXURE-I

### BASIC INFORMATION OF THE TENDERER

Sr.No	Particulars	Details
1	Name of the Applicant/Organization and address of the registered office	
2	Year of Establishment	
3	Type of the Organization (Whether Sole Proprietorship/Partnership/ Private Limited/ Limited or Cooperative Body etc.)	
4	Name of the Proprietor/Partners/Directors of the Organization/Firm	
5	Details of Registration (Whether Partnership firm, Company, etc.)- Registering Authority, Date, Registration No., etc. mentioning the business/ activity of the firm	
6	Whether registered with Govt./Semi- Govt./Municipal Authorities or any other public organization and if so, in which class and since when?	
7	Experience in the field of Catering in similar campuses/training establishments etc.	
8	Qualified personnel available with the organization	Details to be furnished in Annexure-IV
9	Adequate and satisfactory evidence to indicate financial capacity of the Organisation to undertake the said work with names of Bankers and their full address. (Solvency certificate from the Bank <b>or</b> Certified copies of balance sheet and Income Tax clearance certificate for the last three years shall be attached).	
10	Yearly turnover of the company during the last 3 years	2019- 20 Rs. 2020- 21 Rs. 2021- 22 Rs.
11	Permanent Account Number (PAN)	
12	Ability to provide Bank Guarantee or other equivalent forms of security from a Scheduled Bank.	
13	Whether any Civil Suit/litigation arisen in the contracts executed during the last ten years/being executed now. (If yes, please furnish the details in the pro- forma given below:)	



Sr. No	Name of the Work & the Employer	Nature of Work	Work Order No. & Date	Present Stage of Work	Value Contract (Rs.)	Brief details of litigation, if any

Sr. No	Particulars	Details
14	Details of registration with the office of the Regional Labour Commissioner(RLC)-Central, EPFO and ESI	
15	No. of supplementary sheets attached for Part I.	

#### SIGNATURE AND SEAL OF THE TENDERER





## ANNEXURE-II

### PREVIOUS EXPERIENCE

i) List of important works executed by the firm during last five years with experience in executing works of similar nature i.e. annual maintenance contract of training institutes/ establishments. Please arrange to provide value of job, approximate capacity of each contract where Catering services were/was/is being undertaken and the year of AMC along with copy of work orders, performance certificates / completion certificates. **Please note that the details furnished should be for Annual Maintenance Contracts of similar nature only.**

Sr. No	Name of the Work & Location	Nature of the Work	Name & Full Postal Address of the Client	Contract Amount(Rs.)

ii) List of important works ON HAND:

Sr. No	Name of the Work & Location	Nature of the Work	Name & Full Postal Address of the Client	Contract Amount(Rs.)
(1)	(2)	(3)	(4)	(5)

AMC/Completion Period	Present Stage of Completion With reasons for delay, if any	Any Other information
(6)	(7)	(8)

**SIGNATURE AND SEAL OF THE TENDERER**



### ANNEXURE-III

#### BANKERS INSTITUTE OF RURAL DEVELOPMENT, MANGALURU

#### CHECK-LIST FOR TECHNICAL BID FOR CATERING SERVICES

Sr. No	Document to be uploaded	Whether enclosed or Not
1	A) Bid Security (EMD) of Rs. _____ (Rupees _____) in the form of DD/Bank Guarantee issued by any scheduled commercial bank in favour of the Bank valid for 45 days beyond the Tender validity period or MSME Certificate	
2	Copies of Annual Turnover details in Rupees for last three Financial Years (2021-22, 2020- 21 & 2019-20) including audited balance sheet and Profit & Loss Account.	
3	Undertaking on own Letter-Head as per format prescribed in Annexure-IV.	
4	Self-attested copy of the PAN card with copy of Income-Tax Return of the last three financial years.	
5	Self-attested copy of GSTIN	
6	Self-attested copy of valid Registration number of the Firm /agency.	
7	Self-attested copy of valid Employees Provident Fund Registration number.	
8	Self-attested copy of valid ESI Registration No.	
9	Self-attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
10	Proof of experiences of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.	
11	Annual IT returns of previous three years (2021-22, 2020- 21 & 2019-20)	
12	Signed Copy of Pre Contract Integrity Pact mentioned in Annexure-IX on Rs. 200 Stamp Paper.	





**ANNEXURE-IV**  
**(ON THE LETTER HEAD OF THE AGENCY)**  
**UNDERTAKING**

To  
The Joint Director,  
Bankers Institute of Rural Development,  
Mangaluru-575008

Name of the firm/Agency \_\_\_\_\_  
Name of the tender \_\_\_\_\_ Due date: \_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. 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.
4. I/We do hereby undertake to provide quality catering services as mentioned in the tender document.

(Signature of the Tenderer)

Name and Address of the Tenderer.

Telephone No.



## ANNEXURE-V

### BANKERS INSTITUTE OF RURAL DEVELOPMENT, MANGALURU

#### FORM OF AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_\_ day \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) between National Bank for Agriculture and Rural Development (NABARD) through the Joint Director, Bankers Institute of Rural Development, Mangaluru (hereinafter called "the BIRD, Mangaluru" 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 to its Campus situated at Krishna Nagar Rd, behind Government Polytechnic for Women, Marakada, Bondel, Mangaluru, Karnataka 575008, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns the conforming party to the agreement.

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 BIRD, Mangaluru to the Contractor as hereinafter mentioned, the Tenderer hereby covenants with the BIRD, Mangaluru to execute the Catering Services w.e.f \_\_\_\_\_ as per the provisions of this Agreement and the tender document.

4. The BIRD, Mangaluru hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

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 contractor) Name and Address of the contractor.  Telephone No.	Signature of Authorized Signatory of Bankers Institute of Rural Development, Mangaluru
(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



(On a Rs.200/- Non- Judicial stamp paper)

**ANNEXURE-VI**

**INTEGRITY PACT**

Between

**Bankers Institute of Rural Development, Mangaluru, an  
establishment of 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 himself 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 Bidder 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)/Contractor(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 Bidder(s)/Contractor(s)/ Sub-contractor(s)**

- (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 Bidder(s) and Contractor(s)
- (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 Bidder(s)/ Contractor(s) / Subcontractor (s)**

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





## Section 8 – Independent External Monitor

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

The Independent External Monitor appointed for NABARD is

Shri Pramod Kumar Sangewar, IRSS (Retd)  
H.No. 12-5-65/1, Flat No. 109,  
Sri Harsha Sethuram Unique Vijayapuri Colony,  
South Lalaguda, Secunderabad-500 017,  
Telangana State.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He / she reports to the Chairman, NABARD.
- (3) The Bidders(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub- Contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor (s) with confidentiality. The Monitor has also signed declarations on Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.



- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contract 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-VII

### FORMAT FOR CLIENT'S REPORT (ON CLIENT'S LETTER HEAD)

Performance details of the Firm: M/s

Located at:

1	Work order/reference No.	
2	Gross Value of the Contract(in Rupees)	
3	Date of commencement of Contract	
4	Whether the Service carried out as per agreement and the scope of the work entered with the Firm	
5	Reason for delay (if any)and whether any penalty/liquidated damage, if any, was imposed on the firm	
6	Comments on capabilities of the firm (indicate grading)	
a.	Quality of Security provided by the firm	Outstanding/Very Good/ Good/Satisfactory/Poor
b.	Technical proficiency/competence	Outstanding/Very Good/ Good/Satisfactory/Poor
c.	Integrity and reliability of the partners/proprietors of the firm	Outstanding/Very Good/ Good/Satisfactory/Poor
d.	Integrity and reliability of the Personnel deployed	Outstanding/Very Good/ Good/Satisfactory/Poor
e.	Dealings in the execution of the work, adherence To schedule and time	Outstanding/Very Good/ Good/Satisfactory/Poor
7.	Did the firm go for arbitration?	
8.	Any other information in your view will help us in making our decision.	

Signature of the Reporting Officer Place  
(Office Seal)

Place:  
Date:





## **PART-II**

### **FINANCIAL BID**

**(To be uploaded separately into File No.3 with file name as  
"FINANCIAL BID")**

## PREAMBLE

### Price Bid for Catering Services

1. The Bidder shall arrange for cooking & services of food/Tea/Snacks on daily basis for any number of participants/office staff/ guests at Visiting Officers Flat/ VEF depending upon the attendance/ occasion as decided by BIRD Mangaluru from time to time.
2. Apart from the above, BIRD Mangaluru has an approximate staff strength of 17. Tea/Coffee is to be served to the staff twice a day on regular basis on working days. (Around 20-22 days every month).
3. Training programmes are conducted throughout the year, but the number of participants may vary from time to time and BIRD Mangaluru does not guarantee any minimum number of participants. BIRD Mangaluru expects on an **average 10,000** “Trainee Days” per year. This number is indicative and actual number of trainee days may increase/decrease. “Trainee Days” means number of trainees multiplied by number of training days for each program. “Trainee Days” for any year will be sum of “Trainee Days” of each programme conducted.
4. There might be occasions when no training is conducted during a particular period/month. Notwithstanding this, the bidder’s catering services shall be available throughout the year without any break, for the Faculty, Staff and Guests of the BIRD, Mangaluru.
5. In exceptional circumstances such as Lockdown imposed due to pandemic condition/ natural disaster etc., when the BIRD Mangaluru is forced to suspend physical programme, a lumpsum amount of Rs.75000/- per month will be paid.
6. The BIRD, Mangaluru is conducting programmes throughout the year, for which the caterer shall be making catering arrangements and shall be paid subject to the minimum number of 30 participants per day excluding Saturday and Sunday. This minimum number may be increased/ decreased. In case, there is shortfall between the actual number of participants and the minimum number i.e. 30, the caterer shall be paid @50% of full day catering charges in respect of shortfall as part of compensation.





7. In the event of non-conduct of any training programme for continuous three days, the caterer shall be paid @one full day catering charges for 30 participants as compensation for programme duration declared.
8. In the event of non-conduct of any programme in a particular week (5 days), caterer shall be paid lean period compensation @one full day catering charges for 15 participants per day for 5 days (Monday to Friday).
9. During the week when only 3 days programme is conducted caterer shall be paid compensation for remaining two working days @one full catering charges for 15 participants per day.
10. In the event of participants arriving half day before the programme starts, payment shall be made @half day catering charges for the actual number of participants arriving early.
11. Bidder has to mandatorily provide catering services throughout the year without any break, for the Faculty, Staff & Guests at VOF & VEF at BIRD for which payment will be made on actual meal/services availed.
12. 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.
13. 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.
14. The rates quoted shall be in alignment with the prevailing market rates.
15. The bidder shall hold valid license under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and shall fulfil all conditions required under the Act/Rules as amended from time to time.
  - ii. The bidder shall, irrespective of number of persons employed, be registered under the relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 respectively.
  - iii. The bidder shall be registered with Income Tax and Goods & Services Tax (GST) authorities.
  - iv. An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax to be submitted.



v. Bids quoted with administrative/service charges less than or equal to the applicable TDS (IT-TDS and/or GST-TDS) would be treated as unresponsive and invalid, which are liable for rejection.

vi. Bids, **if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.**

vii. Non-compliance of any of the conditions (i to vi) mentioned above by the bidder will amount to non-eligibility for the service for which tender has been invited and such bids shall be summarily rejected.

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

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





### Annexure-VIII

#### Schedule of Rates to be quoted for Catering Services

The Rates of individual item to be quoted should be without taxes. The Applicable taxes on catering services will be paid by BIRD to the Bidder in addition as per the applicable GST.

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

Sl. No.	Particulars	Rate (Rs.) Without tax	Rate in Words Without tax
1	Bed Tea/Coffee		
2	Breakfast with Tea/Coffee		
3	Classroom Tea with biscuits (Morning)		
4	Lunch (Vegetarian)/Field visit lunch		
5	Classroom Tea with biscuits (Post lunch)		
6	Evening Tea & Snacks with tea/coffee		
7	Dinner (Special Vegetarian & Non-vegetarian)		
8	<b>Sub Total</b>		
9	<b>GST</b>		
10	<b>Total</b>		

#### Note:

1. Maximum Rs.15/- per serving of tea/coffee to office staff irrespective of the amount quoted for participants. Bidder must quote within the permissible limit.
2. 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.
3. Caterer has to provide lunch for field visit for the trainees and the expenditure incurred during the visit such as water bottles, disposable plates etc will be reimbursed on actual basis.

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

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

Name:



Date:

## Annexure-A

### Indicative Schedule of items - Normal Training Programmes

- I. Bed Tea in Tray** (Tea Bags/Coffee Sachets, Sugar Cubes/Sachets, Dairy Whitener/Milk Powder) – 2 cups tea in thermos to trainees and guests to be served in the rooms at 6:30 am.

**II. Breakfast (08:00 AM to 09:30 AM)**

Sr. No	Item	Remarks
<b>Vegetarian</b>		
1	Bread Toast with Jam, Butter, Egg Omelet (2 Eggs)	
2	Milk with cornflakes	
3	Idli/Vada with chutney and sambhar. Masala dosa/tomato omelette/ veg cutlets/ upma/ neer dosa/ uttappa/ rava idli/ Idiappam, etc.	(Any two item unlimited)
4	One Fruit (Banana/Orange/Apple/ Watermelon/ Seasonal fruits)	Any one (on rotation basis)
5	Tea/Coffee	

**III. Class Room Tea (Morning 11:30 AM to 11:45 AM)**

(Tea/Coffee with biscuits)

**IV. Lunch (01:00 PM to 02:30 PM)**

Sr. No.	Item	Remarks
1	Soup- Tomato, sweet corn, vegetable, lime coriander etc.	Any one
2	Puris/Chapathis/Parathas/Naan/Roti	Any one
3	Two side dishes of vegetables (Dal/Dal fry/ mixed vegetable kurma/palak paneer/paneer butter masala/Mutter paneer/Veg Malai Koftha/Dahi kadi (One paneer curry is compulsory)	One ordinary dish and one compulsory with paneer dish
4	Dal / Sambhar, Rasam (unlimited)	
5	Pulav/Biryani/Fried rice/ Ghee rice/ Tomato rice/ Lemon rice/ Coconut Rice (unlimited) and Plain Rice (unlimited)	Any one + plain rice
6	Mutter Paneer/ Butter Paneer Masala/ Kadhai Paneer / Veg Malai Koftha/Soyabean dish	Any one item with one serving of approximately 150 grams.
7	Pickle – Mango/Lemon/Mixed	





8	Dessert items like fruit salad/ fruit salad with ice cream/ fruit salad with custard/ sweets/ Payasam, etc.	Any one (on rotation basis)
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#### IV. Class Room Tea (Post lunch 03:30 PM to 03:45 PM)

(Tea Bags/Coffee Sachets, Sugar Cubes/Sachets, Dairy Whitener/Milk Powder) with biscuits

#### V. Evening Tea with Snacks (5:15 PM)

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

- (a) Onion/Aloo/Palak Pakoda – 75 gms
- (b) Alloo Bonda - 2 nos.
- (c) Veg Cutlet - 2 nos.
- (d) Veg Samosa - 2 nos.
- (e) Kachodi - 2 nos.
- (f) Aloo Tikki - 2 nos.
- (g) Veg sandwich - 2 nos.
- (h) Goli bajje - 2 nos.

#### VI. Dinner (08:00 PM to 10:00 PM)

Sr. No.	Item	Remarks
<b>Vegetarian</b>		
1	Cream Soup- Tomato, sweet corn, vegetable, lemon coriander, Cream of mushroom soup, cream of chicken soup	Any one
2	Phulka/Tandoori/Puris/Chapathis/Parathas/Naan/Roti	Any one
3	Two side dishes of vegetables (Dal/Dal fry/ mixed vegetable kurma/palak paneer/paneer butter masala/Mutter paneer/Veg Malai Kofta/Dahi kadi)	One paneer curry is compulsory
4	Dal / Sambhar, Rasam	Unlimited
5	Pulav/Vegetable Biryani/Fried rice/ Ghee rice/ Tomato rice/ Lemon rice/ Coconut Rice (unlimited) and Plain Rice	Unlimited
6	Salad, pickle, Papad, curd	All
7	Pickle – Mango/Lemon/Mixed	Any one
8	Dessert items like fruit salad/ fruit salad with ice cream/ fruit salad with custard/ sweets/ Payasam, etc.	Any one
9	150 grams of cooked chicken or equal quantity of mutton or fish – Chicken curry/ Chicken 65/ Chicken fry/ Mutton curry/ Fish curry/ Egg curry	Any one item with one serving of approximately 150 grams.



10	Mutter Paneer/ Butter Paneer Masala/ Kadhai Paneer / Veg Malai Koftha/Soyabean dish	Any one item with one serving of approximately 150 grams.
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**Note: The menu and time are indicative, which can be subject to change as per the requirements of trainees.**





## Annexure B

### Brand/Quality of Materials to Be Used

Sl. No.	Item	Brand
1	Rice	Basmati (India Gate/Kohinoor) or equivalent Plain Rice – Sona Masoori brand
2	Dal/Pulses	Brand as approved by BIRD Mangaluru
3	Cooking Oil	Rice Barn/Sunflower Oil (Safola, Fortune, Sundrop)
4	Atta	Ashirvad (Multigrain) /Pilsburry/Annapurna/Farm Fresh/Patanjali/Golden Harvest
5	Pickles	Brand as approved by BIRD Mangaluru
6	Bread	Modern/Brittania/Brown (Both vegetarian and non-vegetarian)
7	Butter/Cheese	Amul/Brittania/Mother Dairy/Nandini
8	Jam	Kissan/Tops
9	Sauce	Kissan/Maggi
10	Milk	Branded pasteurised Milk (Amul/Mother Dairy/Nandini)
11	Curd	Freshly prepared
12	Tea Bags	Tajmahal/Lipton/Tetley/Red Label/ Tata-Gold
13	Biscuits	Brittania/Sunfeast/Good day
14	Cookies	From reputed bakers
15	Vegetables	1st Quality fresh from market
16	Fruits	1st Quality fresh from market
17	Ice cream	Amul/Mother Dairy/ Ideal
18	Corn/Wheat Flakes	Kellogs/Nestle
19	Oats	Quaker
20	Chicken/Mutton/Fish	1st Quality fresh meat
21	Masala	MDH/MTR/Everest/Golden harvest/Patanjali

**Note:** The instructions are indicative and later changes may be made with mutual consent.

