

**Tender for running staff canteen at office premises of NABARD in Kolkata**



**WEST BENGAL REGIONAL OFFICE, KOLKATA**  
NABARD BHAWAN, PLOT NO.V2, DP BLOCK, STREET NO. 11, SECTOR – V, SALT LAKE,  
KOLKATA- 700091

**TENDER SCHEDULE**

|   |                                |
|---|--------------------------------|
| <b>DATE OF ISSUE OF TENDER</b>                        | <b>: 19.01.2022</b>            |
| <b>PRE-BID MEETING</b>                                | <b>:28.01.2022 at 11:00am</b>  |
| <b>LAST DATE FOR SUBMISSION OF SEALED<br/>TENDERS</b> | <b>:10.02.2022 at 02:00 PM</b> |
| <b>OPENING OF BIDS</b>                                | <b>:10.02.2022 at 03:00PM</b>  |

**CLIENT:**  
**CHIEF GENERAL MANAGER**  
**NABARD, WEST BENGAL REGIONAL OFFICE, KOLKATA**  
NABARD BHAWAN, PLOT NO.V2, DP BLOCK, STREET NO. 11,  
SECTOR – V, SALT LAKE, KOLKATA- 700091

## FORM OF TENDER

The Chief General Manager  
National Bank for Agriculture and Rural Development  
West Bengal Regional Office  
NABARD Bhawan, Plot No: 2, DP-Block,  
Sector-V, Salt Lake, Kolkata-91

Dear Sir

Having examined the Scope of work and the guidelines relating to running the canteen facilities of the Bank for catering services contract at "NABARD BHAWAN", DP-2, Sector - V, Salt Lake City, Kolkata -700 091 as specified in the Memorandum hereinafter set out and having visited and examined the site of the work specified therein and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the work/s specified in the said Memorandum at the rates mentioned in the Annexure and in accordance with all respects and terms and conditions and instructions in writing referred to in the conditions of the tender, the Articles of Agreement, Special Conditions and in all other respects in accordance with such conditions so far as they may be applicable.

Yours faithfully

Name and Signature of the tenderer

Place:

Date:

MEMORANDUM

1. **Description of Services/Work** : Running canteen facilities for NABARD Employees in Group B and C by providing catering services (tea lunch etc.) in Office Premises at “NABARD BHAWAN”, DP-2, Sector –V, Salt Lake, Kolkata-91. Should this tender be accepted, I/We hereby agree to abide by the terms and conditions of the, said provisions of the contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the National Bank for Agriculture and Rural Development amount mentioned in the said conditions.
2. Along with the quotation/tender for Catering Services on 2<sup>nd</sup> floor of the Canteen in NABARD West Bengal Regional Office at Salt Lake, Kolkata, I/We will deposit a sum of 30,000/- (Rupees Twenty thousand only) as EMD with the National Bank for Agriculture and Rural Development (NABARD), which is not to bear any interest during the currency/extended period of contract.
3. I/We agree to pay all applicable Government (Central and State) taxes such as GST, TDS (Income Tax) and other taxes prevalent from time to time and the rates quoted by us have included/considered the said taxes. GST shall be paid extra on quoted amount.
4. I/We agree to pay the minimum wages as notified by Central Govt., prevailing from time to time to the workers employed under the contract. We also agree that the workmen engaged by us for running the canteen will work generally from Monday to Friday in a week. No reliever / reserve charge will be payable. The Principal Employer (NABARD) will in no way be liable to pay overtime, if any.

The service charge quoted by me/us shall be firm throughout the Contract period. The names of partners of our firm are:

- (i) \_\_\_\_\_
- (ii) \_\_\_\_\_

Name of the partner of the firm authorized to sign

OR

Names of person/Persons having Power of Attorney to sign the contract.

(Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of authorized signatory

Name and address of the bidder

Place:

Date:

**Procedure for submission of Tender:**

**The Tender shall be submitted in TWO sealed covers super scribed with the words “Tender for running Staff Canteen at NABARD Office, Salt Lake, Kolkata”**

Tender containing following information / documents, duly addressed to the Chief General Manager (CGM), NABARD, West Bengal Regional Office, “NABARD BHAWAN”, DP-2, Sector - V, Salt Lake City, Kolkata - 700 091 and be dropped in the Tender Box placed on the Ground floor of NABARD Office, Kolkata - 700091 on or before 02:00 p.m. on 10.02.2022. It is the responsibility of the bidders to ensure that their bids are dropped in tender box by hand before closing time. Bids received through e-mail or by post/ courier shall not be accepted.

Documents / Information to be submitted:

Company profile giving:

- (a) Year of establishment;
- (b) Name/(s) of Proprietor / Partners of the bidders with their residential address and telephone numbers;
- (c) Attested copy of Deed of Partnership, if the bidder is a partnership concern;
- (d) Attested copies of Certificate issued under Shops and Establishment Act;
- (e) Attested copies of Income-Tax Returns for last 5 years (2016-17, 2017-18, 2018-19, 2019-20 and 2020-21).
- (f) Audited Balance Sheet and P&L for the last 5 years (2016-17, 2017-18, 2018-19, 2019-20 and 2020-21) duly certified by the Chartered Accountant.
- (g) List of establishments where canteens are currently being run with dates of contract and number of lunches served every day. List of establishments where canteens were run in the past with period of contract and number of lunches served every day is also to be furnished (copies of work orders, certificate of satisfactory execution / service may be enclosed).
- (h) Annual turnover for last 5 years (2016-17, 2017-18, 2018-19, 2019-20 and 2020-21).
- (i) Manpower position (Present);
- (j) Declaration on letterhead of the bidder(s) that it has never been involved in any illegal activity or financial frauds or black listed;
- (k) Declaration on letterhead of the bidder(s) that its contract in the past was not

terminated during the contract period due to unsatisfactory performance, nor it refused to continue the catering service for the client after the contract was awarded by the any of the Clients in the past;

- (l) Application for Tender duly signed by the authorised person(s) of the Caterer (Annexure-I);
- (m) The bidders must enclose, the copy of the terms and conditions – Annexure-III (A) & (B) duly signed by the authorised persons.

N.B.: It may be noted that tenders not accompanied by any one of the above document or unsatisfactory explanation therefor will be liable for rejection forthwith.

### **Special Conditions of Contract**

1. No tender/quotation/bid will be received after 02.00 p.m. on 10.02.2022 under any circumstances whatsoever. Tenders will be opened on 10.02.2022 at 3.00 PM in the presence of the tenderers or their representatives, who choose to be present. The Contractor/Caterer's representative(s) are advised to be present at NABARD's Office at Salt Lake while opening of the tenders. No separate written communication shall be sent to Contractor / Caterer for being present on the date of opening of tenders.
2. It may be noted that EMD of Rs.30,000/- shall be taken in the form of DD in favour of NABARD payable at Kolkata. The EMD shall not carry any interest and that the EMD of the successful bidder would be converted into Security Deposit and shall not carry any interest and would be refunded at the time of completion of the contract period.
3. Tender shall remain open for acceptance by the Bank for a period of Three Months from the date of opening of the tender which may be extended by mutual agreement and the tenderers shall not cancel or withdraw the tender during this period/extended period.
4. The National Bank for Agriculture and Rural Development does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, without assigning any reason for doing so.
5. NABARD's decision in regard to award of work to a bidder shall be final, conclusive and binding on the Contractors/Bidders.

### **DECLARATION BY THE CONTRACTOR**

I/We hereby declare that I/We have read and understood the Special Conditions of the contract with the Scope of work etc., and hereby agree to abide by them.

Seal & Signature of the Contractor/Caterer

Place:

Date:

**ANNEXURE-I**

**(To be submitted on letterhead of the bidders)**

The Chief General  
Manager, NABARD  
West Bengal Regional  
Office NABARD  
BHAWAN” DP-2, Sector  
– V, Salt Lake, Kolkata  
- 700 091

Dear Sir

**Tender for Running of Staff – Canteen at NABARD, West Bengal RO Office, at Salt Lake, Kolkata-91**

1. I/We undertake to offer my/our services in conformity with your requirements and the terms and conditions set in the Tender Document.
2. I/We agree to abide by the terms and conditions of the Tender and that the bids would remain valid for at least 90 days from the date of opening of the Tender.
3. I/We note that NABARD is not bound to accept any or all tenders it may receive.

Dated \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_

(Signature of the authorised person)

(Name and address of the bidders)

\_\_\_\_\_

(Seal of the bidders)

## **ANNEXURE-II**

### **Pre-qualification criteria:**

- (i) The bidders should be in the catering/canteen running business for at least seven years with annual turnover of Rs.4.5 Lakh per year in at least three years during the last five years as on 31.03.2021 (2016-17, 2017-18, 2018-19, 2019-20 and 2020-21). Documentary evidences are to be enclosed.
- (ii) Only Caterers/Contractors having 7 years' experience in undertaking similar nature of services/works and having executed three similar type of services/works individually costing not less than Rs.6.00 lakh or two similar type of services/works individually costing not less than Rs.7.50 lakh or one similar type of service/work individually costing not less than Rs.12.00 lakh. Similar nature of works that will be acceptable towards experience for this work means preparation and catering of tea/ coffee / snacks / food.
- (iii) It should have clients like Banks, financial institutions and corporates to its credit (present and past), where minimum 30 lunches are served every day. (Work Orders and Certificate of Experience in running canteens may be enclosed).
- (iv) It should have sufficient manpower to cater to Bank's requirement.
- (v) The entity should be profit making and they should submit Balance Sheet and Profit & Loss account for the last 5 years ending 31-03-2021 (2016-17, 2017-18, 2018-19, 2019-20 and 2020-21). The caterer should have sound financial health to bear a minimum of 01 month's expenses as bills will be paid in the succeeding month after completion of the services in the previous month.
- (vi) The track record of the bidders should be clean and it should not have been involved in any illegal activities or financial frauds. Tenders must be accompanied with declaration to this effect on letterhead of the bidders.
- (vii) The bidder whose contract in the past was terminated during the contract period due to unsatisfactory performance, will not be considered for catering arrangement. Similarly bidder who was awarded the contract earlier but refused to continue the contract/ refused to sign the agreement as given by the Client will also not be eligible for this catering contract.
- (viii) All the documents mentioned under "Pre-qualification criteria" are to be put in to Envelop no.1 along with the tender document signed on each page along with EMD DD. The Envelope no.2 shall contain only the Bill of Quantities, i.e., Annexure-IV-C.
- (ix) Details of Registration
- (x) GST Number
- (xi) Registration with ESIC
- (xii) Registration with EPFO
- (xiii) PAN No.



## ANNEXURE-III

### (A) **Terms and Conditions of the Tender:**

1. **The tenure of the contract will be for 01 year 01 months i.e. from 01 March 2022 to 31 March 2023 (co-terminus with the financial year) and is extendable for a further one or two year at the same rate and terms and conditions if mutually agreed by the Bank and the Contractor.**
2. Tenders received after the prescribed time and date will not be considered and shall be rejected forthwith. Decision of the bank in this regard shall be final, conclusive and binding on the bidders. In the event of the last date for the receipt of bids being declared a public holiday for NABARD, the bids will be received up to the specified time on the succeeding working day.
3. NABARD reserves the right to amend / modify the tender document or issuing any corrigendum to the bid process.
4. The bidder shall bear all costs associated with the preparation and submission of its bid and NABARD shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including cancellation or abandonment of the bidding process.
5. Conditional tenders/incomplete tenders will not be accepted and will be summarily rejected.
6. Prospective bidders may only submit the bids if the bids are valid for at-least 90 days from the date of opening of the Tender.
7. The bidders shall quote the rates/amount in the format as indicated in Financial Bid (Annexures-IV-A, B, C). Any deviation in the quote from Financial Bid format shall be summarily rejected.
8. The written offer of contract issued to the successful bidder/contractor shall be accepted by the bidder in writing within 7 days from the date of issue of the offer letter.
9. The successful bidder/contractor shall commence the services within 7 days from the date of acceptance of the Offer. Failure, delay or evasion on the part of the successful bidder/contractor to commence the services within the period mentioned above will also result in termination of the contract.
10. No escalation in rates will be permitted during the currency of this contract period. Also, no subsidy will be given over the quoted rates. However, should there be an unprecedented rise in the price of food items over a long time period, the contractor can put in a request to the Bank for a reasonable increase in the rate for consideration at the time of next renewal of contract. Any decision in this regard by the Bank shall be final, conclusive and binding on the bidders.
11. No advance will be paid for any of the equipment, materials, raw food items etc. The Contractor/Caterer has to make arrangements for procurement of materials / food etc. at his own cost.
12. Applicable taxes (IT, GST-TDS) will be deducted at source at the time of settlement of bills unless the bidder produces a certificate to the contrary from the Income Tax authorities. TDS certificate will be issued by the Bank. The successful bidder/caterer will be required to execute an agreement with the Bank as per the format enclosed

(Agreement) within one month from the date of Work Order.

13. NABARD reserves the right to reject any or all offers without assigning any reason. The Bank may decide not to avail of any services from any bidder as a consequence of this Tender/ Advertisement. The Bank also reserves the right to re-issue / cancel the entire bid process without the vendors having the right to object. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidders.
14. Bidders shall have to satisfy pre-qualification criteria (Annexure-II) to qualify for the competitive Bid (envelope-2).

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

Signature of the authorized person: \_\_\_\_\_

Name of the signatory : \_\_\_\_\_ [in  
Block Capital letters]

Status of the signatory i.e. : \_\_\_\_\_  
Proprietor / Partner

Date : \_\_\_\_\_

Address of the bidder : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

Bidder's seal

### **ANNEXURE-III (Continued)**

**(B) Scope of Work and Specific Conditions for Catering**  
**Contract : (Terms and Conditions forming part of the**  
**Catering contract)**

- (1) The Contractor shall prepare and serve veg & non-veg lunch and tea/coffee/snacks on a daily basis (on all working days) for approx. 40 staff (Group 'B' and 'C') per day from Monday to Friday (Saturday & Sunday being Holidays). Providing and serving vegetarian and non-vegetarian food in the canteen shall be as per the menu decided by the Canteen Committee (General Menu is Roti, Dal, Rice, Vegetable-I Bowl and Non-Veg item-1 bowl-125 gm, Salad, Papad, Chutni, etc.). The rate of lunch (or breakfast if required) shall be decided by the bank's Canteen Committee in consultation with the Contractor. The contractor shall collect the cost of lunch (or breakfast) so decided, directly from the employees taking the lunch. The employees availing the lunch facility may vary depending upon the attendance and interest. Taking / serving of lunch in canteen shall be affair between the Contractor and employees and the bank shall not be part of it. The contractor shall also prepare and supply Tea/coffee for Staff /Contractual staff etc. on all working days. The charges of tea / coffee shall be paid by the bank as per rates quoted by him in the bill of quantities along with the monthly charges.
- (2) The Contractor will be liable for penalty for its inability to serve lunch/tea on any working day unless the reasons are beyond his control. The amount of penalty would be decided by NABARD on each occasion and will be final, conclusive and binding on the contractor.
- (3) The Contractor shall serve tea to all Group B and C staff /Contractual staff present in office. Tea charges will be paid by the Bank as per Standard Cup for 02 cups per staff per day on an average of 22 working days in a month.
- (4) Menu for the week/month may be fixed by a Canteen Committee constituted by the Bank.
- (5) The quality of articles of food, beverages and provisions shall be of good standard quality and should be purchased from approved vendors. Cooking oils, Masalas and other spices shall be branded and should have FSSAI registration. The Bank's authorised representatives will have the right to inspect such articles of food and provisions and will have full powers to order discontinuance of use of such articles of food and provision, which are found to be of unsatisfactory/below standard and on grounds of hygiene.
- (6) The Bank will provide to the Contractor with kitchen equipment, fans, Refrigerator, Water cooler, crockery, cutlery, vessels / utensils, water, electricity, furniture and Gas connection. No charges will be levied by the Bank for these items. Gas refill charges are to be borne by the Contractor. The contractor shall take utmost care to prevent breakage / pilferage. Damage/breakages of crockery/cutlery items maybe allowed up to and maximum of 20% per year on a case to case basis.

- (7) The Contractor shall keep the usage of water and electricity to a reasonable level.
- (8) The Contractor shall be responsible for taking good care of all equipment, utensils, etc. Equipment are to be repaired/replaced by the Bank. However, these should be used and maintained with all precautionary measures. He shall bring to the notice of Bank, 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 cost of the same shall be recovered from the Contractor.
- (9) The Contractor shall maintain inventory of the items given to him and give inventory statement by 1<sup>st</sup> week of every quarter indicating any breakage / loss of the items provided. Breakage should be kept to a reasonable level. If breakage takes place due to regular usage or otherwise, before economic life (05 years), crockery/cutlery breakage/loss of maximum 20% per year may be permitted without any recovery up to this limit. Beyond 20%, the recovery will be made at original cost of articles. Cost of any other items missing and breakage due to negligence /mishandling will be recovered from the Contractor fully.
- (10) The scope of work of the Contractor shall include maintaining the entire canteen area on the 2<sup>nd</sup> floor (kitchen, stores, dining hall service area, platforms etc.) spotlessly clean at all times. The crockery, cutlery, furniture and utensils used in the preparation and serving of food shall always be in clean and hygienic condition. The kitchen shall remain open at all times for inspection by the duly authorised representatives of the Bank. The cost of cleaning materials, soap /detergent and other accessories shall be at the contractors cost.
- (11) It will be the responsibility of the Contractor to store the material purchased by him in a neat, tidy and hygienic manner in the containers at the space provided by the Bank. The security of such material will be the sole responsibility of the Contractor.
- (12) The authorised representatives of the Bank shall check the quality and quantity of the items supplied and served. Complaints received from the staff on quality of food (including stale food) will be viewed seriously and penalty will be levied in such cases. The penalty could be the cost of the entire food consumed by staff on the date of complaint.
- (13) Vegetarian and non-vegetarian cooking shall be done separately. Adequate utensils have been provided by the Bank in the Canteen. Need based replacement/new items shall be provided by the Bank.
- (14) The Contractor shall do the disposal of leftover food and other garbage on a daily basis at the identified disposal point at regular intervals to the satisfaction of the Bank.
- (15) The Contractor shall employ staff to ensure consistent quality of service. Such staff shall include Chef/Cook, Kitchen Helper, Waiters/Dining Hall helper, etc. He shall arrange for periodical medical tests of the personnel, at his cost, at an approved laboratory. Regular payment of such staff at minimum wages shall be the responsibility of the Contractor. The contractor shall register the staff employed by him for EPF, ESI etc as per prevalent labour laws.
- (16) Applicable taxes (IT, CGST-TDS and SGST-TDS) will be deducted at source at the time of settlement of bills unless the Contractor produces the certificate to the contrary from the Income Tax Authorities. TDS Certificate will be issued to the Contractor by the NABARD.

- (17) The Bank reserves the right to terminate the contract at any time during the currency of the contract period by giving 30 days prior notice in writing without assigning any reason therefor. The Contractor, however, shall have to intimate to the Bank by giving three months' prior notice in writing in case it decides to stop services.
- (18) The contractor shall obtain all the requisite licenses including under Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation & Abolition) Act, 1970 and rules frames hereunder and under other applicable laws issued by the concerned Labour Department for running the establishment. The Bank shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments. Any clearances from Fire Department shall also be the responsibility of the contractor. Any fees payment to Fire Department shall be reimbursed to the contractor by the bank against the receipt of the same.
- (19) The Contractor shall maintain the Registers / Challan copies as under:
- (I) Under Contract Labour (Regulation and Abolition) Act, 1970
    - a. Attendance Register
    - b. Wage Register
    - c. Advance Register
    - d. Register of Deduction for Damage & Loss
  - (II) Under PF / ESIC
    - Photocopies of PF / ESIC Monthly Challans (from the beginning of the contract)
    - Agreement copy with the Bank.
  - (III) Under Minimum Wage Act, 1948 Minimum Wages to all employees of the agency / Contractor as prescribed by applicable laws.
- (20) The contractor shall indemnify and keep indemnified, defend and hold good NABARD, its employees and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Contractor or their service personnel on account of misconduct, omission and negligence by the Contractor or his service personnel.
- (21) The Contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance of catering services and other related documents including complying with any statutory requirements and provisions of applicable laws.
- (22) The Contractor shall take all pre-cautionary measures to ensure the safety of the workmen employed by it and NABARD will not be responsible in case of any eventuality.
- (23) In the case of any labour problems related to the work men staff of the contractor deployed in NABARD Staff canteen, the same shall be settled at the Contractor's level/end only. The Contractor shall indemnify NABARD suitably. It shall be the duty of the Contractor to clearly inform his own personnel / staff that they shall have no claim whatsoever against NABARD and they shall not raise any industrial dispute, either directly and / or indirectly, with or against NABARD, in respect of any of their service conditions or otherwise.

- (24) The Contractor shall register with Registrar of the concerned Central / State Body and shall abide by State Labour / Government of India (Ministry of Labour) Rules and Regulations and all other Statutory Acts / Regulations and Rules relevant to this contract including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI etc. and shall indemnify the Principal Employer (NABARD) against any damages arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations, etc. laid down by the Government, Statutory Authorities and other Government bodies, if any, from time to time.
- (25) The Contractor shall appoint adequate staff (01 Cook and 02 Helpers) as aforesaid and the contractor shall do periodical supervision as overall in-charge of catering services. The Contractor shall ensure that the workmen staff in catering are suitably trained, well-mannered and wear appropriate uniforms while serving in the canteen. The Contractor shall provide the uniform along with hand gloves for serving, at their cost. No separate payment will be made to the contractor towards his supervision charges.
- (26) During the prevalent COVID-19 situation Standard Operating Procedure (masks, hand gloves, sanitizer and social distancing) may be followed. The expenditure towards this will be borne by the Contractor.
- (27) The Contractor shall organize medical examination of all the staff before initial deployment which will be repeated on a yearly basis. Any person found to be medically unfit or unsuitable shall have to be removed by the Contractor from the services and suitable replacement shall have to be arranged forthwith.
- (28) The Contractor shall arrange to issue Identity Cards to all his staff, through P&SO (Protocol and Security officer) of NABARD, which has to be produced for inspection as and when required by NABARD.
- (29) The Contractor shall ensure :
- a. That all instructions, guidelines and specifications issued to the Contractor by NABARD are clearly and effectively communicated by the Contractor to its employees and personnel;
  - b. That all instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the Contractor so that reputation of NABARD is not damaged.
  - c. That no action taken by the Contractor and / or its employees and / or personnel shall violate laws and regulations.
- (30) The Contractor shall not employ the services of any sub-contractor directly or indirectly for the purposes of catering services pursuant to this contract.
- (31) Any dispute between the Contractor and the Bank, which cannot be settled through negotiation may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Kolkata, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitration proceedings shall be conducted in the English language. Subject to above, the Courts of Law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract. The Contractor shall not be entitled to suspend the provision of the catering services, pending resolution

of any disputes and shall continue to render the catering services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the contractor and the Bank or the subsistence of any arbitration or other proceedings.

(32) The contract shall be governed in accordance with the laws of India and the Courts in Kolkata shall have the exclusive jurisdiction to try any suit, proceedings in connection therewith / in that behalf. I/We have read the terms and conditions and the same are acceptable to me/us.

Signature of the authorized person : \_\_\_\_\_

[In block Capital letters]

Status of the Signatory : \_\_\_\_\_  
Proprietor / Partner

Date : \_\_\_\_\_

Address of the bidder : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

\*\*\*\*\*

**AGREEMENT**

This agreement made at Kolkata on this ---- day of --- 2021 between the National Bank for Agriculture and Rural Development a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Regional Office at NABARD Bhawan, DP-2, Sector-V, Salt Lake, Kolkata-700091, herein after referred to as " NABARD' (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assignees) on ONE PART and M/s ----- hereinafter referred to as "the Party" ( which expression shall unless repugnant to the context or meaning be deemed to include the legal heirs, legal representatives, administrators and executors ) on the OTHER PART.

WHEREAS the National Bank is desirous of outsourcing the work of Canteen catering services of Office Canteen at DP-2, Sector-V, Salt Lake, Kolkata-700091 (hereinafter referred to as the said premises).

AND WHEREAS the party has offered to undertake the work as per the scope of work and details indicated in the special instructions/conditions.

AND WHEREAS the NABARD in consideration of the conditions and covenants to be observed by the party has agreed to permit the party to provide Canteen catering services of Office Canteen at DP-2, Sector-V, Salt Lake, Kolkata-91 hereinafter set out.

NOW, THIS AGREEMENT WITNESS THAT IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:-

NABARD hereby awards the work of Running Staff Canteen at DP-2, Sector-V, Salt Lake, Kolkata-700091 from 01.01.2022 to 31.03.2023 at the quoted rate by the Caterer subject to periodical revision as per minimum wages of Labour Commissioner, GOI. If the work rendered by you is found satisfactory then the NABARD may at its own discretion extend the contract for a further period of one year or more on the same terms and conditions.

2. As compensation for Canteen catering services (01 Cook and 02 Helpers at minimum wages and service charge as quoted) of Office Canteen at DP-2, Sector-V, Salt Lake, Kolkata-700091, the party shall be reimbursed an amount of Rs. -----(Rupees -----  
-----Only) per month plus taxes as applicable.

The lunch, breakfast/snacks etc. charges are to be collected from the concerned Staff on actual basis.

3. The compensation shall be payable to the party on reimbursement basis by NABARD within 07 days from the date of receipt of the bill for the month for which services have been rendered to the satisfaction of the Bank.

4. (a) The party shall comply with the municipal and other laws, obtain license, permission as required under the contract labour laws and cover all the employees under his charge with all statutory requirements like minimum wages, PF, ESIC etc. The party shall indemnify and keep indemnified the NABARD against any lapse on the party's part in



complying with these conditions or any other statutory requirements in connection with the Canteen catering services of Office Canteen at DP-2, Sector-V, Salt Lake, Kolkata-700091.

(b) The quality of food /tea shall be of good standard subject to the satisfaction of the officials of the Bank and the Canteen Committee formed by NABARD.

(c) The party shall keep, at a conspicuous place in the said premises a complaint/suggestion register in which complaints and suggestions, if any, could be recorded by the concerned and the complaint/suggestion register shall be open to inspection by the Chief General Manager or any other Officer(s) of the Bank so deputed by him. The party shall put up the complaint register once in a month on Monday mornings and if Mondays were to be a public holiday or by any other reasons the NABARD remain closed on any Monday the same shall be submitted on the next working day immediately following that day. The Chief General Manager will take such action in respect of each complaint or suggestion as the case may be and the party shall be obliged to take remedial / rectification measures as instructed by the Chief General Manager or his authorized officials.

(d) The party shall ensure that no loss or damage is caused by an act or default on his part or his employees and agents to the Bank`s crockery/cutlery/furniture/ fixture and fittings, equipment and other articles.

(e) Crockery and cutlery breakage of maximum 20% per year shall be allowed and no recovery will be made up to this limit. Recovery of the items at full original cost will be made for the breakages beyond the above permissible limit. Equipment repairs/replacement etc. shall be done by the Bank.

(f) This agreement shall stand automatically terminated in the event of insolvency, death or mental disorder of the party.

(g) If the Chief General Manager so considers that the situation so warrants then he shall be entitled to terminate this agreement by giving one month prior notice but without assigning any reason in writing, then the party shall not be entitled to any compensation in the event of such termination. However, in normal course the agreement can be terminated by the party by giving three month`s notice and by the Bank by giving one month`s notice in writing with reasons.

(h) On the expiry or earlier termination of this agreement the party shall remove himself and his employees/servants and agents from the premises along with all articles belonging to him, or to his employees or agent. The party shall make good any damages to the property during tenure of the Contract.

(i) If any dispute arises on any matter concerning this agreement, then the decision of NABARD shall be final and binding in respect of such dispute. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Kolkata and Courts in Kolkata only shall have jurisdiction to determine the same.

(j) The reference to the Chief General Manager in this agreement and the schedules hereto annexed shall mean the Chief General Manager holding, charge of Department of Premises Security and Procurement, Regional Office at "NABARD BHAWAN", DP-2, Sector-V, Salt Lake, Kolkata-700091 and shall include, in respect of any powers exercisable by him or NABARD under this agreement any officer(s) of the Bank designated by him on this behalf from time to time.

(k) This agreement shall be executed in duplicate. The Bank shall retain the original and party the duplicate copy. Stamp Duty on the original and duplicate copies shall be borne by the

respective parties.

IN WITNESS WHEREOF the National Bank has set its hands to these presents and a duplicate hereof through its authorized official and the party has set his hands to these presents and the duplicate on the day/month and year first herein above written.

Signed and delivered

by the within named

NABARD

by hand of its authorised official

Deputy General  
Manager(Name  
and Designation)

In the presence of

(i) \_\_\_\_\_ (ii) \_\_\_\_\_

Signed and Delivered by M/s-----

In the presence of (i) \_\_\_\_\_

(ii) \_\_\_\_\_

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

**Catering Services—Cook (Semi skilled)**  
**Annexure-IV-A**

Schedule of Rate

Present rate of wages including VDA@ 724 /- per day for Semi Skilled labour w. e. f. 01.10.2021

| <b>Sr No:</b>                        | <b>Details</b>   | <b>Monthly payment<br/>in Rs for 01 Person</b> |
|--------------------------------------|--|--|
| 1                                    | Minimum wages @ Rs 724/- as per Central Govt Rules including VDA (for 22 days) | 15928  |
| 2                                    | ESI (3.25%)  | 518  |
| 3                                    | EPF (13.25% )  | 2110   |
| 4                                    | Bonus (8.33%)  | 1327   |
| 5                                    | Total (1+2+3+4)  | <b>19883</b>                                   |
| <b>Total Amount per month in Rs.</b> |  |  |

Place: Kolkata

Date:

Sign and address of Contractor

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

**Catering Services—Helper (Un-skilled)**  
**Annexure-IV-B**

Schedule of Rate: Present rate of wages including VDA@ 654/- per day for Semi Skilled labour w. e. f.  
01.10.2021

| <b>Sr<br/>No:</b>                    | <b>Details</b>   | <b>Monthly payment<br/>in Rs for 01<br/>Person</b> |
|--------------------------------------|--|--|
| 1                                    | Minimum wages @Rs 654/- as per CentralGovt Rules including VDA (for 22 days) | 14388  |
| 2                                    | ESI (3.25%)  | 468  |
| 3                                    | EPF (13.25% )  | 1906   |
| 4                                    | Bonus (8.33%)  | 1199   |
| 5                                    | Sub Total (1+2+3+4+)   | <b>17961</b>                                       |
| <b>Total Amount per month in Rs.</b> |  |  |

Place: Kolkata

Date:

Sign and address of Contractor

**NATIONAL BANK FOR AGRICULTURE AND  
RURAL DEVELOPMENT WEST BENGAL  
REGIONAL OFFICE, KOLKATA**

**SCHEDULE OF QUANTITIES /RATES**

**Annexure-IV- C**

PROVIDING CANTEEN SERVICES IN OFFICE PREMISES AT NABARD, WB RO, SALT LAKE, KOLKATA-700091

| Sr.<br>No. | Description / Particulars  | Quantity               | Rate<br>per<br>person<br>per<br>month | Total<br>in Rs.<br>per<br>month |
|------------|--|------------------------|---------------------------------------|---------------------------------|
| 1          | Providing services of one Cook including supervision charges etc. for cooking/serving Food items in Canteen to Staff in Office premises, Salt Lake building(unit rate as per annexure-IV-A)  | COOK-1                 |                                       |                                 |
| 2          | Providing services of Two Helpers including supervision charges etc. for serving Food items in Canteen and Tea at the seating space of Staff in Office premises, Salt Lake building (unit rate as per annexure-IV-B)                     | HELPER-2               |                                       |                                 |
| 3          | Tea charges 02 cups per day 22 working day for 37( Group B & C staff) and 26(NIS staff) and 01 cup per day for 22 working days for 25(NIS staff)<br><br>02x22x63+01x22x25=3322 cups per month.<br><br>Fixed unit rate of Rs.15/- per cup | 3322 cups<br>per month |                                       |                                 |
| 4          | Subtotal of Sr no 1+2+3  |                        |                                       |                                 |
|            | Contractors margin/service charge including supervision/supervisor's charge (*), uniform charges, cleaning charges of canteen area, contractor's all risk insurance charges etc.<br><br>( % of Sr No 4 above) Please quote here in %     |                        |                                       |                                 |
|            | <b>Grand Total Amount (Rs.)</b>  |                        |                                       |                                 |

Note: GST-18% (or as applicable) extra will be paid. Deductions: TDS- 2% , CGST-TDS-1%, SGST-TDS-1%

2. Minimum wage will be increased and paid for as and when it is increased by Labour commissioner, GOI. Accordingly the service charge of contractor (which are in percentage terms) will automatically get increased on proportionate basis. The ESI, EPF and Bonus will be as per the applicable rates decided and declared by Labour Commissioner, GOI.

**GST as applicable will be paid extra. The charges quoted above should be excluding GST.**

**Note-1: The amount for breakfast, snacks, lunch (Meal) etc. are to be collected by the contractor from the Staff / Contractual staff on actual basis.**

**(\*) The contractor's service charges should not be less than minimum 1%. If contractor's service charges are below than 1 % then the bid shall be rejected.**

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Sign and Address of the Contractor