

TENDER FOR RUNNING STAFF CANTEEN

AT

“NABARD BHAWAN”, DP-2, SECTOR-V, SALT LAKE, KOLKATA – 700091



LAST DATE FOR SUBMISSION OF SEALED TENDER: 15:00 HRS. (IST) ON 24 May 2021

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

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 canteen facilities of 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 in the Memorandum 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 for 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 provisions of the, said conditions of 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. On acceptance of the quotation/tender for Catering services on 2nd floor of Canteen in office at Salt Lake, Kolkata, I/We will deposit a sum of 20,000/- (Rupees Twenty thousand only) as earnest money with the National Bank for Agriculture and Rural Development (NABARD), which is not to bear any interest during the currency/extended period of contract. This amount shall be deposited immediately before the execution of the agreement with the National Bank for Agriculture and Rural Development, Kolkata. This amount shall be forfeited by NABARD if services/works are not found satisfactory or in case of breach of any of the terms and conditions of the 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 office Premises will work for 22 days in a month and for off days/holidays leave reserve/reliever is to be provided. The Principal Employer (NABARD) will no way be liable to pay overtime if any.

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

- (i)
- (ii)

Name of the partner of the firm authorised to sign

OR

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

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

Yours faithfully,

Signature of authorised signatory

Name and address of the bidder

Place :

Date:

Procedure for submission of Tender:

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

Tender containing following information / document, 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 Ground floor of NABARD Office, Kolkata - 700091 on or before 3:00 p.m. of 24.05.2021.

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 copy/(ies) of income-tax clearance certificate/(s) for last 3 years;
- (f) Balance Sheet and P&L for the last 3 years 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 three years;
- (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 Client 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 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 documents or unsatisfactory explanation therefor will be liable for rejection forthwith.

Special Conditions of Contract

1. Sealed Tenders, should be addressed to The Chief General Manager, West Bengal Regional Office, National Bank For Agriculture and Rural Development, NABARD Bhawan, Plot No: 2, DP- Block, Sector-V, Salt Lake, Kolkata-91 and superscribed "Running Canteen-Catering services at NABARD Office Premises" and send so as to reach him not later than 03.00 p.m. on 18.05.2021
2. No tender/quotation/bid will be received after 03.00 p.m. on 24.05.2021 under any circumstances whatsoever. Tenders will be opened on 25.05.2021 at 3.30 PM at the office of Chief General Manager, National Bank for Agriculture and Rural Development or any other officer designated for this purpose by him in the presence of other officials and the tenderers or their representatives, should they choose to be present. The Contractor/Caterer's representatives are advised to be present at NABARD's office at Salt Lake while opening of tender. No separate written communication shall be sent to Contractors for being present on the date of opening of Tender.
3. It may be noted that EMD shall be taken from the successful bidders only after finalisation of the tender, 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. **Tenderers are advised not to submit EMD along with tender.**

4. 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.

5. 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 reasons for doing so.

6. Award of work (L-1) will be decided on the basis of total monthly Labour charges for Cook and helpers plus catering service charges (supervision, overhead, contractor's profit etc). NABARD's decision in this regards shall be final, conclusive and binding on the Contractors/Bidders. (As per annexure-IV-C)

DECLARATION BY THE CONTRACTOR

I/We hereby declare that I/We have read and understood the Special conditions of contract with Scope of the 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 City,
Kolkata - 700 091

Dear Sir

Tender for Staff - Catering Contract West Bengal RO Office, 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 five years with annual turnover of Rs 15.00 lakhs for last three years. Documentary evidences to be enclosed.
- (ii) It should have clients like Banks, financial institutions and corporates to its credit (present and past), where minimum 40 lunches are served every day. (Work orders and certificate of experience in running canteen may be enclosed).
- (iii) It should have sufficient manpower to cater to Bank's requirement.
- (iv) The entity should be profit making and they should submit balance sheet and profit/loss account for the last 3 years ending 31-03-2020. The caterer should have sound financial health to bear 01 month expenses as bill will be paid in the succeeding month after completion of the services in the previous month.
- (v) The track record of the bidders should be clean and it should not have any involvement in any illegal activities or financial frauds. Tenders must be accompanied with declaration to this effect on letterhead of the bidders.
- (vi) The bidder whose contract in the past was terminated during the contract period due to unsatisfactory performance, will not be eligible for applying now / considered for catering arrangement. A 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 be not eligible for this catering contract.
- (vii) Details of Registration
- (viii) GST Number
- (ix) Registration with ESIC
- (x) Registration with EPFO
- (xi) PAN Card No.

Note:

The EMD amount need not be submitted along with tender / quotation. EMD amount will be taken from successful bidder after award of work.

The contractors whose EMDs are already with the Bank need not submit the EMD. In case they become successful bidder, the same EMD will be adjusted/ reckoned for the purpose.

ANNEXURE-III

(A) **Terms and conditions of the Tender:**

1. The tenure of the contract will be for 01 year 10 months ie from 01 June 2021 to March 2023 (co-terminus with the financial year) and is extendable for further one year at the same rate and terms conditions / mutually agreed rate at the sole discretion of the Bank.
2. Tenders received after the prescribed time and date will not be considered and 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 is 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. The bidder shall not claim as a right for the Bank to do the aforesaid.
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 other than as stated in the Financial Bid shall be rejected summarily.
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 the acceptance of the Offer. The 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 equipments, materials, Raw food items etc. The Contractor/Caterer has to make arrangement 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 the certificate to the contrary from the Income Tax authorities. TDS certificate will be issued by the Bank.
- 13.The bidders must distinctly note that –
 - (a) The contractor shall strictly conform to the scope of work and terms and conditions of the Tender (Annexure III-B).
 - (b) EMD of Rs.20,000/- (Rupees Twenty thousand only) deposited by successful bidder after award of work will be converted into Security Deposit and shall not bear any interest.The Security Deposit would be refunded at the time of completion of the contract by natural efflux of time or otherwise after deducting any payment due by the Contractor to the Bank in terms of the contract or otherwise. NABARD may deduct or retain amount, which may be due or become due to the Contractor hereunder or otherwise, any amount owed by the Contractor to NABARD. The decision of the Bank in this regard shall be final, conclusive and binding on the bidders.
 - (c) The successful bidder/caterer will be required to execute an agreement with Bank as per the format enclosed (Agreement) within one month from the date of award of work/Services.
14. 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 / recommend / 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.
- 15.Bidders shall satisfy pre-qualification criteria (Annexure-II) to qualify in the competitive Bid.

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

Signature of the authorised 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 Catering contract)**

- (1) The Contractor shall prepare and serve lunch and tea/coffee/snacks on daily basis (on working days) for approx.40 staff (Group 'B' and 'C') per day from Monday to Friday (Saturday & Sunday Holiday). Providing and serving Veg and Non/veg food in the canteen shall be as per the menu and rates 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 employees availing the lunch facility may vary depending upon the attendance and interest. Supplying prepared Tea for Staff /Contractual staff etc. on all working days.
- (2) The lunch/tea will be served to all Group B and C staff daily on all working days (Monday to Friday) excepting holidays. 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.
- (3) The contractor shall serve tea to all Group B and C staff /Contractual staff present in the office. Tea charges will be paid by the Bank @ Rs 15.00 per Standard Cup for 02 cups per staff per day on average of 22 working days of the month. The lunch and Breakfast/snacks charges are to be collected by the caterer from concerned staff .
- (4) Menu for the week/month may be fixed by a Canteen Committee constituted by the Bank.
- (5) The quality of articles of food and beverages and provisions shall be of good standard quality and should be purchased from approved vendors. Cooking oil, Masalas and other spices shall be branded and should have FPO 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, 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 may be allowed upto and maximum of 20% on 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 said items shall be repaired by the Contractor at his cost.
- (9) The contractor shall maintain inventory of the items given to him and give inventory statement by 1st week of every quarter indicating any breakage / loss of the items provided. Breakage should be kept to 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 upto this limit. Beyond 20%, limit 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 contractor shall be responsible for maintaining the entire dining area on the 2nd floor (kitchen, stores, dining hall (s) 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 to 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 entire food it prepared on the date of complaint.
- (13) Vegetarian and non-vegetarian cooking shall be done separately. Adequate utensils have been provided by the Bank in Canteen. Need based replacement/new items shall be provided by the Bank.
- (14) The Contractor on daily basis shall do the disposal of leftover foods and other garbage on daily basis at the identified disposal point at regular intervals to the satisfaction of the Bank.
- (15) The contractor shall employ adequate staff to ensure consistent quality of service. Such staff shall include Chef/Cook, Kitchen Helpers, Waiters/Dining Hall helpers, 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.

- (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.

- (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
 - e. Photocopies of PF / ESIC Monthly Challans (from the beginning of the contract)
 - f. 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 services 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 for 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 and damages arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations, etc. laid down by the Government, Statutory authorities Regulations and other Government bodies, if any, from time to time.
- (25) The contractor shall appoint adequate staff (01 Cook and 02 Helpers) as aforesaid and a Manager for 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 given for the Manager towards 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 organise medical examination of all the staff before initial deployment which will be repeated on 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 (Security) 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 ensure that there is regular rotation of the employees/ personnel engaged by him for the purposes of this contract so that no employees shall be engaged under this contract or any work related to NABARD for a period of more than six months.
- (31) The contractor shall not employ the services of any sub-contractor directly or indirectly for the purposes of catering services pursuant to this contract.
- (32) Any dispute between the contractor and the Bank, which cannot be settled by 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 arbitration award shall be final and binding. 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.

(33) The contract shall be governed by and construed 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 are acceptable to me/us.

Signature of the authorised person : _____

[In block Capital letters]

Status of the Signatory : _____
Proprietor / Partner

Date : _____

Address of the bidder : _____

Telephone No. : _____

AGREEMENT

This agreement made at Kolkata 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) of the 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) of the OTHER PART.

WHEREAS the National Bank is desirous of outsourcing the work of Canteen catering services of Office Canteen at 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 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 Canteen catering services of Office Canteen at DP-2, Sector-V, Salt Lake, Kolkata-700091 from 01.06.2021 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 Helper 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 officers 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 suggestions 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, equipments and other articles.

(e) Crockery and cutlery breakage of Maximum 20% per year shall be allowed and no recovery will be made upto this limit. Recovery of the items at full original cost will be made for the breakages beyond the above permissible limit. Equipment repairs/repalcement 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 reasons 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 and all articles belonging to him, or to his employees or agent. The party shall make good any damages to the property during and after the completion 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 officers of the Bank designated by him in that behalf from time to time.

(k) This agreement shall be executed in duplicate. The Bank shall retain the original and party the duplicate. Stamp duty on original and duplicate 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 hereinabove written.

Signed and delivered by the

within named NABARD

by the 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

Annexure-IV-A

Catering Services—Cook (Semi skilled)

Schedule of Rate

Present rate of wages including VDA@ 707 /- per day for Semi Skilled labour wef 01.10.2020

Sr No:	Details	Monthly payment in Rs for 01 Person	Remarks
1	Minimum wages @ Rs 707/- as per Central Govt Rules including VDA (for 22 days)	15554	
2	ESI (3.25%)	505	
3	EPF (13.25%)	2061	
4	Bonus (8.33%)	1296	
5	Reliever Cook (Reserve for leave off days/Holidays) = Wage x 4.5 days	3182	
6	Sub Total (1+2+3+4+5)	22598	
7	Contractors margin/service charge including supervision/supervisor's charge (% of 6 above) Please quote here in % 		Please write amount in figure 
Total Amount per month in Rs			 Make total

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 will be increased as per the % quoted in the tender. The ESI, EPF and Bonus will be as per the applicable rates decided and declared by Labour Commissioner, GOI.

Place : Kolkata




Date :

Sign and address of Contractor

Catering Services—Helper (Un skilled)

Schedule of Rate

Present rate of wages including VDA@ 639/- per day for Semi Skilled labour wef 01.10.2020

Sr No:	Details	Monthly payment in Rs for 01 Person	Remarks
1	Minimum wages @Rs 639/- as per Central Govt Rules including VDA (for 22 days)	14058	
2	ESI (3.25%)	457	
3	EPF (13.25%)	1863	
4	Bonus (8.33%)	1171	
5	Reliever Cook (Reserve for leave off days/Holidays) = Wage x 4.5 days	2876	
6	Sub Total (1+2+3+4+5)	20425	
7	Contractors margin/service charge including supervision/supervisor's charge (% of 6 above) Please quote here in % 		Please write amount in figure 
Total Amount per month in Rs			 Make total

Note : GST-18% 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 will be increased as per the % quoted in the tender. The ESI, EPF and Bonus will be as per the applicable rates decided and declared by Labour Commissioner, GOI.

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. No.	Description / Particulars	Quantity	Rate per person per month	Total in Rs. per 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 (total amount 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 (total amount as per annexure-IV-B)	HELPER-2		
	Total Amount (Rs.)			

GST as applicable will be paid extra.

Note-1 : Refer clause (6) of special conditions of Contract (Page-7). Award of work (L-1) will be decided on the basis of total Monthly Labour charges and Catering service charges. NABARD's decision in this regard shall be final, conclusive and binding on the Contractors/Bidders.

Note-2: The amount for breakfast, snacks, lunch (Meal) etc. are to be collected from the Staff / Contractual staff on actual basis.

Note-3 : Tea charges will be paid by the Bank @ Rs 15/- per Cup fixed – 02 Cups per day per Staff on an average of 22 working days of the month.

Place : _____

Date : _____

Sign and Address of the Contractor