

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Himachal Pradesh Regional Office, Shimla

Tender / Invitation of Bids for

Providing Canteen Services

At

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

RO Premises, Block 32, Kasumpti, Shimla - 171009

NAME OF TENDERER : _____

ADDRESS : _____

THE CHIEF GENERAL MANAGER

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Block No 32, SDA Complex, Kasumpti, Shimla - 171009

**INSTRUCTIONS TO THE TENDERERS FOR FURNISHING INFORMATION
AS A PART OF PRE QUALIFICATION CRITERION & BROAD SCOPE OF WORK**

- 1) The Vendor / Service Providers should have set up in Shimla
- 2) The Vendor / Service Provider may be a sole proprietary concern, partnership firm or a company and should be in existence at least for the last 3 years. Bidders/contractors having experience of undertaking similar nature of maintenance/catering contract work for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies/Large Private Sectors/Reputed Housing Societies etc. during the last three years and having office or such set up only need tender for work.
- 3) The Vendor / Service Provider shall comply with all the laws and regulations relating to preparation and sale of food stuffs, beverages and refreshments and shall obtain the necessary registrations, licenses and permissions from authorities under various Central and State enactments (including Food Safety and Standards Act, 2006) in the Vendor / Service Provider's own name and at the Vendor / Service Provider's own expenses for providing the catering services.
- 4) To ensure the day to day operations in smooth and qualitative manner ,the Vendor / Service Provider should have sufficient number of cooks, service boys, Managers etc. in proper uniform to attend to the various kitchen and dining area activities.
- 5) The track record of the Vendor / Service Providers should be clean and it should not have any involvement in illegal activities or financial frauds and declaration to this effect be made.
- 6) A Committee of Officials of NABARD will be visiting the locations where the Vendor / Service Provider is providing its services to evaluate, quality and verify the claims stated in the technical bid document. The Vendor / Service Providers who will satisfy the criteria will only be considered for further tendering process and their price bid will be opened.

2.0 Broad Scope of Work

2.1 The broad scope of work shall include the following:

b) Catering Services at NABARD's Regional Office

- i) The scope of work involves, Catering Services of serving tea/ coffee two times daily on all working days (from Monday to Friday) to employees(approx. 120 staff). The contractor will be paid as per the present approved rate of NABARD (subject to revision from time to time)
- ii) Operation, Maintenance and Supervision of kitchen and dining area for catering to about 2-3 guests daily including intermittent periods of full occupancy (estimated 450 to about room nights p.a. including short periods of full occupancy).
- iii) To prepare and serve fresh and wholesome meals/snacks/beverages to the employees of NABARD and such others as approved by NABARD as per the instructions received from the NABARD'S authorised official on the basis of the requirement of NABARD. (payable as per agreed rates).
- iii) To arrange for supply of water and tea/snacks, in the meetings and to the official guests on call basis (Reimbursement for tea /snacks/package water as per agreed rates).
- iv) To provide complete range of catering services to guests/occupants at VOF, which include providing breakfast/lunch/dinner/Tea/Coffee besides arranging for supply of bank provided toilet kits, drinking water, newspapers etc. **The vendor charges the rate to the guests on actual basis(as per agreed rates with NABARD).**

- v) To serve tea/coffee/green tea to the employees two times daily (approx. 120 staff). Cost of serving tea/ coffee/ green tea/Butter Milk etc. to the employees is charged for twenty days in a month at a rate of Rs. 15/- per cup per employee (with biscuits as per mutual agreement). **The vendor charges the rate separately to the bank and the rate is not included in AMC.**

2.2 Terms of Payment: Payment shall be made on monthly basis.

2.14 Signing of Contract Agreement

2.14.1 The General instructions to the tenderers and special conditions, conditions hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between NABARD and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.

2.14.2 The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.

2.14.3 Each page of the tender documents should be signed by the authorised person or persons submitting tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions etc., as laid down. Tender with any of the documents / pages not so signed can be rejected.

2.14.4 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. Otherwise the tender may be rejected.

2.15 Right to Accept Part Tender: NABARD reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

2.16 Evaluation of Tender

2.16.1 Tenders will be evaluated on the basis of quoted cost of work as per scope of works for providing the required services and the required complement of skilled/unskilled and supervisory personnel set out in this tender.

2.16.2 NABARD however, 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, either in the whole or in part, without assigning any reasons for doing so.

2.16.3 NABARD reserves the right to recover any part or the whole of the amount of the security deposit for losses suffered by NABARD due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation/insolvency or change of composition. The decision of NABARD in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the contractor and the decision shall not be questionable.

I/We hereby declare that I/we have read and understood the above instructions for the guidance of the tenderers.

Witness

Signature of tenderer

Address

Address

Date

Date

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this..... day of....., 2020 between the National Bank for Agriculture and Rural Development, a body constituted by the NABARD Act 1981 and having its Head Office at C-24, G Block, Bandra-Kurla Complex, Bandra(E) Mumbai-400051 and Regional Office at Block No. 32, Kasumpti, Shimla(hereinafter called as 'Employer') which expression shall, unless repugnant to the context mean and include its successors and assigns of the one part and _____

_____ of _____
(hereinafter called "the Contractor") which expression shall unless repugnant to the context mean and include its successors and assigns of the other part.

WHEREAS the Employer is desirous of getting executed Comprehensive Catering Services at NABARD's Regional Office at Shimla from _____ to _____ and has caused specifications and schedule of quantities describing the works to be done. The Employer to monitor, control and supervise the works and progress thereof.

AND WHEREAS

The Contractor has agreed to execute the same subject to the provisions hereinafter contained and subject also to the instructions to the Bidders, general conditions of contract, special conditions, specifications, the said schedule of quantities, all of which are hereinafter collectively referred to as 'the said conditions', and the Specification and Schedule of Quantities referred to above at or for the respective rates set out in the Schedule of Quantities annexed hereto and marked as Part-II, amounting to the sum as there under arrived at or such either sum as may become payable hereunder (herein under referred to as the said contract amount).

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT: -

- 1) In consideration of the said Contract Amount to be paid by the employer to the contractor at the time and in the manner set forth in the said conditions and in accordance with the schedule of payments, the Contractor shall upon completion subject to the said conditions execute and complete the work shown in the said Tender Document and described in the said Specifications (Part-I) and Schedule of Quantities (Part-II).
- 2) The said Conditions and the Annexure thereto shall be read and construed as forming part of this agreement and the parties hereto respectfully abide by, submit themselves to the said conditions and perform the agreements on their part respectively contained in said conditions.
- 3) Tender documents containing notice to the Contractors, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Technical Specifications and Schedule of Quantities with the rates entered therein, shall be read and stamped forming part of this agreement and the parties hereto shall positively abide by and submit themselves to the conditions and specifications and perform the agreements on their part respectively in conditions contained.
- 4) This Contract is neither a fixed lump sum Contract nor an item rate Contract, but is a Contract to carry out work to be paid for according to actual measured quantities and rates contained in the Schedule of Quantities and probable quantities provided in the said Conditions.
- 5) The Employer reserves to itself the right of altering the drawing nature of the work through the Employer by adding to, reducing or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
- 6) The contractor should have experienced and competent staff which will enable them to ensure proper quality work, check on the materials, and who will ensure that the Contractor will supervise the day-to-day working and execution of contract works.
- 7) If the Contractor have any any difficulty in supervision of the day to day work it shall be the duty of the Contractors to report the matter in writing forthwith to the Employer and for the time being, to suspend that portion of the work about which difficulty is experienced and the Contractor will abide by the direction of NABARD.

- 8) The Contractor covenant and warrant that completed items of work as well as the entire work on completion will be in conformity with scope of work and the terms and conditions of Contract and will be of proper quality and description.
- 9) Time shall be considered as the essence of this Agreement and Contractor hereby agrees to complete the work as specified in the Form of Tender subject to the provisions of extension of time as contained in the said conditions.
- 10) The contract herein contained shall comprise not only the work mentioned above but all subsidiary works connected therewith within same site as may be ordered to be done from time to time by the Employer for the time being, even if such work may not be shown on the said Tender Document or described in the said schedule of specifications and quantities.
- 11) All payments by the Employer under this contract will be made at SHIMLA through NEFT/RTGS only after satisfactory execution of aforesaid work as per NABARD's requirement.
- 12) All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at **Shimla** and only court at **Shimla** shall have jurisdiction to determine the same.
- 13) This agreement shall be signed in duplicate, the original document shall be kept in the custody of the Employer, the duplicate with Contractor. The stamp duty shall be borne and paid by the Contractor and Employer in equal proportion.
- 14) That the several parts of this contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from NABARD's Officer/P&SO.

IN WITNESS WHEREOF the Employer has set its hands hereunto and three duplicates hereunto through its duly authorized official and the contractor has caused these presents and three duplicates hereof under its common seal/by its duly authorized representative at the place and on the date and year first hereinabove written.

As witness our hands are affixed this day of _____ 2020.

Signed by the said

Employer

In the presence of

Witness No.1 _____

Witness No.2 _____

Signed by the said

Contractor

in the presence of

Witness No.1 _____

Witness No.2 _____

BASIC INFORMATION

Sr No	Particulars	Details to be filled by the tenderer	
1	<p>Name and Address of the organization</p> <p>i. Address of Registered Office with telephone number and e-mail address</p> <p>ii. Address of the office through which work with NABARD would be handled with telephone number and e-mail address.</p> <p>Also indicate the name of the authorized official with Designation</p>		
2	Type of Organisation- (Proprietorship, Partnership/ Company established under the Companies Act, 1956 and the date of Incorporation).		
3	Name/s of the Proprietor /Partners /Directors of the Organisation with telephone number and e-mail address.		
4	<p>Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc.</p> <p>(Not applicable for proprietorship.)</p>		
5	Presence in other cities of India and Branch/Office at Shimla		
6	Whether the tenderer is continuously in business at least for 3 years as on 31 March 2019		
7	i. Whether the tenderer has experience of similar work in Govt. institutions/ bodies/ establishments (including residential premises) or institute of repute?		
	ii. The tenderer should furnish three Reference Sites and the Referees may be requested by NABARD to testify about the performance of the tenderer to the NABARD's satisfaction.		

Sr No	Particulars	Details to be filled by the tenderer			
	(please furnish details of minimum of three clients, preferably Govt. / public sector clients availing the service.				
8	Annual turnover of the tenderer for the last 3 years (Turn over should be more than Rs.20.00 lakh in each year)	Financial Year	2016-17	2017-18	2018-19
		Turn over (Rs. Lakh)			
9	Work Experience : Guest House, Catering / Housekeeping Services (describe briefly)				
10	Total number of employees presently employed by the applicant in the Guest House maintenance and catering contracts. (Please provide documentary evidence)				
11	Name and address of the banker/s.				
12	Details of PAN issued to the firm/company.				
13	Details of Income Tax Return filed for the last 03 years	Financial Year	2016-17	2017-18	2018-19
14	Details of Supervisory Infrastructure and network of the firm/company.	Yes/No			
15	Whether Audited Balance Sheet for last 3 financial Years is available? (please enclose copies, including the latest IT Return for 2018-19, if available)	Financial Year	2016-17	2017-18	2018-19
16	Details of Certificate from ESI Corporation (latest).	Yes/No			
17	Details of Certificate from EPF Organization under EPF and Miscellaneous Provisions Act, 1952 (latest).				
18	Details of Licence under Contract Labour (Regulation and Abolition) Act, 1970.				

Sr No	Particulars	Details to be filled by the tenderer
19	Details of Registration Certificate for GSTIN.	
20	Indicate if involved in any litigation or any civil suits pending relating to the service provided. Attach a separate sheet if required. (give the details)	
21	Whether the tenderer is adhering to Minimum Wages Act, Private Security Agencies (Regulation) Act, 2005, other provisions relating to Provident Fund deduction or any other legal provisions relating to providing of the service	
22	The tenderer should submit solvency certificate certified by its banker.	
23	Bank Account details (Account Number/IFSC Code / Name of Bank / Branch) where payments would be received by the Tenderer in respect of the deployed staff should be provided. Payments will be made through RTGS/ NEFT.	
24	Any other information the applicant may like to furnish	

DECLARATION BY THE CONTRACTOR

I/We have read and understood all the instructions / conditions given above and I/we have taken into account the above instructions / conditions while quoting the rates.

Place :

Signature of Authorized
Signatory
with SEAL

:

Date :

Details of previous work experience

(Works of similar nature, i.e. works related to Guest House, Catering/ House Keeping)

Sr. No.	Duration of Contract	Nature of Services rendered	Name, full address and phone no. of the office/institution under whom the work was carried out	Contract Amount (Rs.)

Place :

Signature of Authorized
Signatory
with SEAL :

Date :

Details of works in hand

(Works of similar nature, i.e. works related to Guest House Upkeep ,Catering/House Keeping etc)

Sl. No.	Duration of Contract	Nature of Services being rendered	Name, full address and phone no. of the office / Institution under whom the work was carried out	Contract Amount (Rs.)

Place :

Signature of Authorized
Signatory
with SEAL :

Date :

GENERAL TERMS & CONDITIONS OF CONTRACT

1) Requirement

1.1. NABARD requires the Vendor / Service Provider to provide all kinds of catering services to the Officers'/official visitors at NABARD, Himachal Pradesh Regional Office located at Shimla. The required services include providing comprehensive maintenance & Upkeep and all related works of Bank's Visiting Officers' Flat (VoF) & Catering Services at NABARD's premises. Catering for the meetings and Conferences hosted by NABARD will also be done by the Vendor / Service Providers.

1.2. For this purpose, NABARD will provide required space for kitchens / dining and crockery / kitchen equipment and furniture in the dining areas, NABARD will also provide water, electricity and LPG connection free of cost.

1.3. The interested vendors are advised to inspect the site/thoroughly understand the nature of service required in this regard and satisfy themselves before submitting their bids. A vendor shall be deemed to have full knowledge of the site/nature of services to be provided, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

1.4. The relationship between Vendor / Service Provider and NABARD shall be of vendor and vendee and the catering services (supply of food) shall be on sale and purchase basis.

1.5. The Vendor / Service Provider will have to cook in the kitchen attached to the Dining Areas in NABARD's premises for serving food to the Officers.

1.6. The Vendor / Service Provider will source food ingredients, labour etc., at their cost, prepare the prescribed type of food items and in quantities as approved by NABARD, in NABARD's specified space in its premises and serve the same in designated dining area / cabins/ conference halls in a hygienic manner for which he will realise sale price from the respective purchasing officer at fixed prices as approved by NABARD (exclusive of taxes). The Vendor / Service Provider shall not prepare or serve any other item without prior approval of NABARD.

1.7. The Vendor / Service Provider shall ensure that the food shall be good, wholesome and of high quality and the ingredients like cooking oil, masalas and other spices etc., shall be branded (should have FPO registration and /or Agmark and / or ISI mark as approved by NABARD). Moreover, before using the raw materials and other ingredients for cooking, the Vendor / Service Provider shall ensure their quality and wholesomeness. NABARD through its authorised representatives shall have the authority to carry out tests and checks at their convenience of the raw materials, ingredients used for cooking, cooking arrangements and the finished eatables and will have absolute right to reject the cooked or raw items if they do not meet the required standard at its sole discretion and the same would be destroyed at the cost of the Vendor / Service Provider.

1.8. Vegetarian and non - vegetarian cooking shall be done separately.

1.9. It is the duty of the Vendor / Service Provider to provide accommodation to the staff employed by the Vendor / Service Provider. NABARD would not entertain any claim either for accommodation at its premises or for reimbursement of expenses in this regard.

1.10. Menu: Illustrative menu is indicated in the Appendix. Weekly menu will be submitted to NABARDs' Officer in charge of supervision of Catering services in NABARD and the approved menu will be served in NABARDs' identified dining areas.

1.11. As regards the Tea Service across the Office Building, the billing method used will be for the Total number of staff members in the Office Building for 20 days per month. The number of officers will be reviewed monthly and intimated to the vendor/ service provider.

1.12. The vendor / Service Provider will serve snacks / tea / Lunch etc., at the rate and quantities approved by NABARD. **The rates would remain constant and unchanged for the entire period of the contract.** The rates would be exclusive of taxes. Officers who will be taking breakfast / snacks/ lunch will directly make the payment to the vendor.

1.13. Over and above the menu fixed in the Annexure, the successful Vendor / Service Provider will also be permitted to serve special items as snacks / lunch / Juices / Ice creams etc., on sale basis.

1.14. The Vendor / Service Provider should have a floor boy for serving tea and attending to the various departmental catering requirement.

1.15. The Vendor / Service Provider will have to depute sufficient number of service staff to ensure smooth service of Tea/Coffee /Green Tea /Butter Milk etc. to senior Officers in cabins during office time as and when required by them during the day.

1.16. NABARD regularly holds various meetings / conferences / seminars etc. in its office premises. In some occasions, the attendees are State /national /international level dignitaries of high stature. The rate for serving special lunch / dinner on these occasions/ high level meetings will be negotiated with the successful Vendor / Service Provider and rate will be fixed.

1.17. The Vendor / Service Provider will be responsible for removal of the garbage and keep the assigned premises clean.

1.18. The Vendor / Service Provider must have necessary license to engage labour under the Labour Laws and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, wherever applicable. They have to produce, on demand the relevant documents. The Vendor / Service Provider shall observe and comply with all Government Laws and Labour legislations concerning employment of staff like ESI Act, PF Act, Payment of Gratuity Act 1972, Payment of Bonus Act 1965, Payment of Wages Act., 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Factories Act, Himachal Pradesh Shop and Establishment Act., etc., and shall duly and promptly pay all sums of money to such staff as may be required to be paid under such laws. The Vendor / Service Provider must ensure that his staff are paid their salary and allowance, if any, latest by 5th of the following month. NABARD will not be responsible for violation of any law which is required to be observed by the Vendor / Service Provider. The Vendor / Service Provider will be solely responsible for violation of any laws.

1.19. The Vendor / Service Provider shall give advance intimation to the Officer – in – Charge indicating the time, date and venue about payment of wages. The Officer – in – Charge or his authorised representatives will witness the payment of wages and shall record the following certification in the wage register. “Certified that salary for the month of__ has been distributed on__to the canteen Vendor / Service Providers’ workers by the Vendor / Service Provider in accordance with the wages specified in Minimum Wages Act”.

1.20. The Vendor / Service Provider shall be liable to pay P.F. Contribution, leave, salary etc., and shall be liable to observe statutory working hours.

1.21. Proper records shall be maintained by the Vendor / Service Provider with respect to the above Acts, and such other Acts as may be applicable to the Vendor / Service Provider's working and his workmen which would be subject to check from time to time, by the Officer – in – Charge.

1.22. The Vendor / Service Provider will have to abide by all Labour Laws and Regulations laid down by the Central / State Government from time to time. All expenses in this regard will be the liability of the Vendor / Service Provider. The Vendor / Service Provider should have Income Tax /GSTN Number. At the time of submitting the tender, the applicant should enclose notarised copies of the Contract Labour License, the income tax return / GSTN return / PF registration etc.

2. Tea / Snacks / Lunch Timings

2.1.1. Officers would be served tea / snacks / lunch as per the following timings.

2.1.2. Timing for tea Service - 10:00 Hrs to 11:30 Hrs and 14:30 Hrs to 16:00 Hrs.

2.1.3. Timing for service of Lunch in Officers' /Staff Lounge and Dining Room - 13:00 Hrs to 14:00 Hrs.

2.1.4. Timing for service of Snacks in the Officers' /Staff Dining Room – 08:30 Hrs to 09:15 Hrs. Vendor / Service Provider will have to ensure that the timings indicated by NABARD are maintained.

3. The Officials and staff of NABARD are required to work at times on weekends and Public Holidays. The Vendor / Service Provider will have to provide catering services to these Officials/Staff members .

4. Infrastructure and facilities to be provided by NABARD

4.1. Kitchen along with cooking utensils and all necessary kitchen equipments.

4.2. Dining area with the necessary infrastructure.

4.3. Electricity connections/points for Electrical Equipment/ Infrastructure, Fridge, Ovens, Gas Stove, Electric Heater, Water Purifier, etc.,

4.4. Crockery/Cutlery/ Glassware

4.5. The crockery / glassware, etc. for dining areas will be provided by NABARD. Breakage beyond permitted level at 20% per annum, would be recoverable from the Vendor / Service Provider, on quarterly basis. At the commencement of the tender the Bank will provide the Vendor / Service Provider with sufficient quantity of cutlery, it would be responsibility of the Vendor / Service Provider to maintain this adequate stock till the completion of the tender. Crockery & Glassware will be provided by the Bank.

4.6. The Vendor / Service Provider will have to submit a quarterly statement to NABARD indicating the position of the various items handed over to them, to ensure sufficient amount of crockery/cutlery / glassware are in circulation for efficient service.

4.7. It shall be the duty of the Vendor / Service Provider to properly handle the various gadgets and utensils etc, provided by NABARD. The Vendor / Service Provider shall keep a proper inventory of the items placed at his disposal by NABARD and the same shall be verified by the Vendor / Service Provider along with the representatives of NABARD. The decision of NABARD will be final in this regard.

4.8. NABARD shall ordinarily take care of the routine and normal wear and tear maintenance of the Lounge equipment. However, in case of any wilful damage or damage caused out of negligence to the repairs and / replacement, NABARD shall also adjust security deposits against such damages.

4.9. When material supplied by NABARD become unserviceable and if these are to be replaced by NABARD, the same would be replaced against the return of the unserviceable materials by the Vendor / Service Provider. Otherwise the cost of such materials shall be recovered from Vendor / Service Provider.

5. Kitchen - Cleanliness & Hygiene

5.1. The Vendor / Service Provider shall ensure that the food is cooked in the prescribed kitchens. Highest standard of hygiene is to be maintained. The cleanliness and maintenance of the utensils used for cooking is to be strictly ensured besides proper maintenance of fridge, water cooler etc. The Vendor / Service Provider will have to bear the cost of cleaning materials. The Vendor / Service Provider is to ensure use of quality cleaning materials.

5.2. The vendor shall take full responsibility of cleaning and upkeep of entire lounge and dining area.

6. Catering Staff

6.1. The kitchen as well as the service staff shall be employed / engaged by the Vendor / Service Provider and NABARD shall not in any way be responsible for their terms of employment.

6.2. The Vendor / Service Provider shall maintain a register showing names and addresses of persons engaged along with photographs and KYC documents of each person and shall produce the same for inspection on demand by Officer- In - Charge or such other persons so authorised by NABARD.

6.3. The Vendor / Service Provider shall arrange through NABARD's Security Department , on advice of the Officer - In- Charge to issue identity cards bearing photographs of canteen employees for gate entry. All the personnel engaged by the Vendor / Service Provider entering NABARD's premises shall be identified by badges which may be worn by them at all times while in NABARD premises. The identity cards shall have to be exhibited prominently by Lounge Staff while they are present in the NABARD. The Lounge staff also be liable for search on entry/ exit. The Vendor / Service Provider will ensure that its employees do not remain in the premises beyond their normal working hours unless otherwise authorised. Any unauthorized presence will ensure that its employees do not remain in the premises beyond their normal working hours unless otherwise authorized. Any unauthorized presence in the premises beyond normal working hours will not be acceptable and Vendor / Service Provider upon receipt of complaint will have to immediately withdraw such employees from working in NABARD's premises

6.4 One supervisor along with service staff should be present in the dining areas during the service hours on working days and as per requirement of NABARD on weekends/ public holidays and also as and when required by NABARD due to administrative exigencies.

6.5. The Vendor / Service Provider has to ensure that proper number of staff are engaged for discharge of various responsibilities entrusted to Vendor / Service Provider such as food preparation and service. For any increases in manpower for efficient running of the Lounge services, the Vendor / Service Provider shall not be entitled to additional remuneration.

6.6. The Vendor / Service Provider has to carry out annual medical examination at their cost of its staff members engaged in the catering work in NABARD. The Vendor / Service Provider shall ensure that his staff members deployed at NABARD are free from all communicable, contagious infections and other diseases. In the event of any employee of Vendor / Service Provider being found medically unfit, the Vendor / Service Provider shall arrange to replace him. NABARD may require the Vendor / Service Provider to submit a medical certificate for any of his staff members deployed at NABARD. The Vendor / Service Provider at commencement of his tenure at NABARD has to provide for the medical certificate of the employees within a month and for new staff member joining the workforce has to produce similar certificate within 15 days of joining.

6.7. The Vendor / Service Provider will have to provide NABARD with a list of employees engaged in the Lounge and also their emoluments for the purpose of verification.

6.8. The Vendor / Service Provider shall not engage minors for catering service.

6.9. All the personnel engaged by the Vendor / Service Provider shall wholly and purely be in the employment of the Vendor / Service Provider and no claim of individual/collective nature on NABARD's employment by any of the employees or claim of any nature on NABARD shall be tenable. The Vendor / Service Provider shall at all times keep NABARD fully and effectively indemnified against all actions, suits, proceedings, losses, cost, damages, charges, claims and demand in anyway arising out of or during the course of anything done or committed/omitted to be done by the Vendor / Service Provider including the demand which the Vendor / Service Provider's employees individually/ through the Unions may have raised against NABARD arising out of this tender or as a result of the termination thereof or earlier determination of the contract.

6.10. The Vendor / Service Provider will ensure compliance of labour laws or any other law applicable / rules including minimum wages / PF etc., for extension of catering service to NABARD. NABARD will not be responsible for violation of any law which is required to be

observed by the Vendor / Service Provider. The Vendor / Service Provider will be solely responsible for violation of any laws.

6.11. The staff shall be properly dressed in neat and tidy uniform with proper head gear and hand gloves. They shall be courteous, well-mannered and attentive. They should be conversant with the tenets of the trade. The Manager with decision taking capability along with adequate service staff should be present in the dining areas during the service hours on working days as also on weekends / public holidays if services are required during such days.

7. Quality Assurance

7.1. The Vendor / Service Provider will ensure supply of quality items of food / sweets etc. In case of unsatisfactory/unhygienic quality of food item(s) or lapses in service or any breakage, / shortage, deductions will be made as penalty which will be solely decided by NABARD.

7.2. The Vendor / Service Provider shall purchase and keep the raw materials stock of minimum 15 days required for the preparation of various items, including the controlled items of good quality at his own cost. The Vendor / Service Provider shall abide by the local Government laws relating to stocking of food grains, sale of food etc. and shall obtain the necessary licences from the competent authority, where applicable. NABARD at its discretion through its authorised representative may check the stock position of all the items to see that the above is being complied by the Vendor / Service Provider. In case of unsatisfactory / unhygienic quality of food items or lapses in service or any breakage / shortage, deductions will be made as penalty which will be solely decided by NABARD. The amount of penalty would be decided by NABARD on each occasion and will be final, conclusive and binding. The kitchen will be under the constant supervision of NABARD any lapse will be taken seriously. Good quality branded raw material is to be used for the preparation of food.

8. Payments

8.1. The Vendor / Service Provider will have to serve tea for which NABARD will make payment. Similarly, the Vendor / Service Provider will have to serve lunch / dinner / snacks / tea / coffee etc. in the Lounge / in the meetings / workshops / seminars etc. on select occasions for which NABARD will make payment. The Vendor / Service Provider will be required to submit the claim for the services on fortnightly basis and NABARD will settle the bill within a fortnight.

8.2. Payment for the purchase of meals / snacks and beverages consumed by the Officers in the designated dining areas on a day-to-day basis will be done by the individual.

9. Upkeep and Maintenance of pantry / dining areas

9.1 The Vendor / Service Provider has to ensure that every day before and after operations, the pantry / dining halls / chafing dishes and all the crockery and cutlery are cleaned and kept in order before closing for the day.

9.2 The Vendor / Service Provider has to ensure proper disposal of waste and take care to see that the outlets / ducts provided in the kitchen are not blocked / damaged etc.

10. No sub-letting of Contract

10.1. The Vendor / Service Provider shall not sub-let the contract. If it is violated, NABARD reserves the right to terminate the contract without any notice.

10.2. In case of dispute regarding the quality of food / other eatables / unsatisfactory service etc., the final authority will rest with The Chief General Manager, Department of Premises Security and Procurement and the same will be binding on the Vendor / Service Provider.

11. The Vendor / Service Provider shall not use kerosene in Bank's premises under any circumstances.

12. The contract shall not be construed to have given employment to the Vendor / Service Provider in NABARD nor any right to the Vendor / Service Provider on Bank's property. On completion of the contract or whenever NABARD decides the Vendor / Service Provider and his staff will immediately vacate the premises and handover all the dead stock items that were given

by NABARD. The Vendor / Service Provider is only allowed to use NABARD's premises as a licensee for the limited purposes of preparing and serving of food stuff to the officers of NABARD.

13. Any other incidental services required by NABARD and not covered in the terms and conditions will be negotiated separately each time.

14. Quotation and Process of Selection:

14.1. Interested Vendor / Service Providers will be required to submit their offer in 2 bids viz., "Technical bid" and "Price bid" in the prescribed format only. Both the bids will be put in separate sealed covers with superscription "Technical Bid" and "Price Bid" which will again will be put in another sealed cover with superscription "Tender for Comprehensive Maintenance & Upkeep and all related works of NABARD's Visiting Officers' Flat (VoF) & Catering Services at NABARD Regional Office ,Shimla" addressed to The Chief General Manager, NABARD, Himachal Pradesh Regional Office, Shimla.

14.2. Technical bid will have to be accompanied by DD in support of the payment of Rs 19,500/- (Rupees Nineteen Thousand and Five Hundred Only) towards Earnest Money Deposit (EMD). This EMD is refundable to unsuccessful Vendor / Service Providers. Tenders without EMD would not be considered The EMD and /or Security Deposit shall not bear any interest and such amount shall be forfeited in the event of any refusal or delay on the part of the successful bidder to sign and execute the agreement for commencement of contract in case their bid is accepted and any sort of noncompliance with the terms of services agreed upon. The EMD of the successful bidder will be retained as Security Deposit.

14.3. The cover will be dropped in the Tender Box placed in NABARD, Himachal Pradesh RO.

14.4. The quotation (Technical Bid only) will be opened in presence of the Vendor / Service Providers, who wish to remain present.

14.5. The bid so opened will be subjected to desk scrutiny by a committee of officials.

14.6. Any deviations in the quotation is liable for rejection.

14.7. A Committee of officials of NABARD will be visiting the locations where the Vendor / Service Provider is providing its services to evaluate its capability and verify the claims stated in the technical bid document.

14.8. The Vendor / Service Provider will have to ensure that the team gets an access to the cooking area and dining area for inspection. The Vendor / Service Providers who are recommended by the committee will only be considered for further tendering process and their price bid will be opened.

14.9. The price bid of those successful Vendor / Service Providers will be opened only after they qualify technical bid.

14.10. The Committee will examine the aggregate of likely annual payment so worked out and based on the same give its recommendations on the acceptance of the bid.

17.11. The resulting qualifying price bids will be used to determine the L1 quote.

15. Rates

15.1. The rates accepted would remain valid for the entire period of contract. The rates will be exclusive of all taxes. (The payment shall be subject to TDS wherever applicable at the time of payment.)

15.2. There will not be any upward revision in the rates during the contract period. NABARD will provide water and electricity for running of the catering services.

16. Venue The Catering service shall be provided normally in the Officers'/Staff Lounge/VoF's dining areas or at any other place as approved by NABARD within Bank's premises. The building has been provided with pantry and dining hall.

17. Notice for Termination of Contract

17.1 The contract can be terminated by the Vendor / Service Provider by giving three months' notice while NABARD can terminate the contract by giving one months' notice.

17.2 If it is found that the quality of items supplied by the Vendor / Service Provider and/or the services rendered are unsatisfactory or that the Vendor / Service Provider has violated any terms and conditions of the contract and agreement, then in that event, NABARD will be entitled to terminate this contract.

17.3 If at any stage during the period of the contract any case involving moral turpitude, the Vendor / Service Provider or his employees, NABARD reserves the exclusive and special right for the termination of the contract and the Vendor / Service Provider shall not be entitled to any compensation from NABARD whatsoever.

18. Dispute Resolution

18.1 All disputes and differences of any kind whatsoever, arising out of or in connection with this RFP, or in the discharge of any obligation arising out of this RFP, shall be resolved amicably.

18.2 If no agreement is arrived at, within 30 days from the date of notice as to who shall be the sole arbitrator, NABARD shall send to the vendor/ service provider a list of 3 names of persons who shall be presently unconnected with NABARD. Vendor/Service Provider shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator, and communicate his name to NABARD within 30 days of receipt of the names. NABARD shall thereupon without delay appoint the said person as the sole arbitrator.

18.3 If Vendor / Service Provider fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform NABARD accordingly, NABARD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the vendor/ service provider.

18.4 If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by NABARD from the above list of persons.

18.5 The venue of the arbitration shall be Shimla under the exclusive jurisdiction of the courts at Shimla only

18.6 The awards shall be final and binding on both the parties.

19. Indemnity

19.1 The Vendor / Service Provider shall indemnify and keep indemnified, defend and hold good NABARD, its staff 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 Vendor / Service Provider or their personnel on account of misconduct, omission and negligence by the Vendor / Service Provider or his staff.

20. Agreement

20.1 The successful Vendor / Service Provider has to enter into an agreement with National Bank for Agriculture and Rural Development, for providing the catering services on sale – purchase basis. Format of agreement will be provided by National Bank for Agriculture and Rural Development, to the successful Vendor / Service Provider.

24 Pre-Contract Integrity Pact

As per Central Vigilance Commission guidelines, all PSBs/Insurance Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors / bidders and the buyer (i.e. NABARD), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the buyer and all bidders and stipulates rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the Pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished herewith. The Prospective vendors have to submit the same duly signed on a non-judicial stamp paper of Rs.100/- at the time of submission of the tender document as part of technical bid. The IP also envisages

appointment of Independent External Monitors (IEMs), persons having high integrity and reputation, who will examine any complaint received regarding tenders and submit their report to the Chief Executive and also to the CVO in case of suspicion of irregularities. A format for the complaint to be recorded is enclosed to the proforma of the Integrity Pact.

25. Special Conditions

The contractor shall further ensure the following:

25.1 Not to permit or carry on any unlawful activity or create indiscipline in NABARD's VoF/Office at Shimla.

25.2 Not to employ any child labour.

25.3 To submit regular monthly bills, within first week of every month, and issue valid receipts for payment received from NABARD .

25.4 To be solely responsible for employment, dismissal, termination and reemployment of its staff and personnel and shall keep NABARD informed.

25.5 To pay all dues of its employees and keep NABARD absolved and Indemnified from any liability in this respect.

25.6 To be responsible for behaviour of its staff and personnel, their turnout and ensure good conduct, discipline, cooperation, etc. by them towards NABARD's officers and staff. They should not cause any hindrance to the normal working of the office. Further minimum basic facilities such as a place for attendant staff/washrooms, etc. will be provided to the contractor only to facilitate the work and should not be misused or demanded as a matter of right.

25.7 Take appropriate corrective and disciplinary action against its employees against whom NABARD notifies.

25.8 The Agency/ Contractor shall ensure that no private party / get together is held in the VOF and no food items, cutlery, utensils, any furniture/fixtures etc are supplied to any outside party.

25.9 Even after expiry of this agreement, the Contractor shall be liable and responsible to make all statutory payment to its staff and personnel and make all other statutory obligation and liability and obtain suitable discharge in favour of NABARD so that no liability or obligation devolves on NABARD.

25.10 The contractor shall be responsible for the costs and risk for litigation, if any, which NABARD may have to face due to the acts of omission or commission of the agency of any nature whatsoever subject to jurisdiction of Shimla only.

25.11 The contractor shall report to the Caretaker/P&SO/DPSP Section of NABARD and will comply with the instructions issued by him/her from time to time. The work will be supervised by the representative of NABARD.

25.12 In the event of any breach of any terms and conditions of this agreement by the contractor, NABARD shall be entitled to terminate the agreement as per para 4.1.24 by giving a short notice of 15 days in writing.

25.13 In the case of non-attending the work, proportionate amount shall be deducted from the monthly bill of the contractor.

25.14 In all matters of dispute arising at work, NABARD's decision shall be final and will be binding on the contractor.

25.15 The contractor should get the police verification of the workers and the report should be submitted to NABARD.

25.16 If any worker is related to any employee of NABARD, the same should be brought to the notice of NABARD.

25.17 **Compensation to Staff:** The contractor should pay wages to the manpower engaged by him in this contract at a rate not less than the minimum wages as prescribed under various statutes including the Minimum Wages Act 1948, wherever applicable. Compensation to such staff shall be paid directly to their bank account and proof of payment shall be submitted to NABARD along with monthly claim for payment.

25.18 The contractor shall maintain a register showing the names addresses of the persons engaged along with photographs of each person and shall produce the same for inspection on demand by the Chief General Manager /Officer In-charge/authorized representative of NABARD.

25.19 The Contractor will be required to provide services round the clock.

25.20 Miscellaneous

If any complaint is received from the executives of NABARD, the same will be viewed seriously and NABARD reserves right to terminate the contract. The contractor is advised to be careful in managing the VOF and providing catering services at NABARD's office at Shimla.

Declaration:

I/We have read the detailed Terms & Conditions of the Contract explicitly mentioned above and accepts the same to execute the contract, if awarded.

(Please sign and stamp at the bottom of all pages)

Place:

Signature of Contractor

Date :

Name

Designation

Seal of the firm

Detailed Scope of work and Specifications

6.2.1 Catering Services at NABARD's Regional Office At Shimla : The contingent of manpower requirement for above work and their responsibilities:

(i) Supervisor – (This responsibility for supervising the catering services shall be combined with the Front office assistant cum care taker of VOF maintenance)

- ⇒ Should be in-charge of overall supervision of the services rendered
- ⇒ Should be neatly dressed in uniform provided by the contractor, courteous and polite
- ⇒ Should coordinate with the DPSP Section for services required and ensure timely delivery of services to the satisfaction of NABARD.
- ⇒ Should take orders and keep proper records and ensure timely submission of bills for payment
- ⇒ Should coordinate/arrange for supply of tea/coffee /beverages/snacks/biscuits/ namkeens to staff/guests
- ⇒ Should be responsible for observing Do's and Dont's list provided by NABARD.

(ii) Trained Helpers for serving Tea /Coffee- 4 Nos (Normally this responsibility is required during the time when the office is open on week days, one staff responsible for each floor of the office)

- ⇒ Should be neatly dressed in uniform provided by the contractor
- ⇒ Should be courteous and polite
- ⇒ Should help/prepare tea/coffee etc. for staff
- ⇒ Should serve tea /coffee to the staff (min. two times)
- ⇒ Should serve tea /coffee beverages/biscuits & snacks to official guests on order
- ⇒ Should serve tea/coffee/beverages/biscuits & snacks /tissue paper/water etc. in meetings at Conference Hall (35-50 participants)/Mini Conference Hall (10 to 15 participants)
- ⇒ Should clean and keep the kitchen/utensils/equipments neat and in hygienic condition

Only approved brands of tea/coffee/sugar cubes/milk will be used. While beverages like soft drinks will be charged on MRP + 15% towards contractor's profit and overheads, the contractor will be paid Rs. 10 per cup of tea/ coffee as per the present approved rate of NABARD (subject to revision from time to time). The cost of lunch/snacks to be served during official meetings etc. will be arrived at through mutual negotiation between the contractor and NABARD. The detailed scope under the catering services will include the following:

- a) To serve tea/coffee/green tea to the employees two times daily (approx. 120 staff)
- b) To prepare and serve fresh and wholesome meals/snacks/beverages to the employees of NABARD and such others on order/as approved by NABARD.
- c) To arrange for supply of water and tea/snacks, in the meetings and to the official guests on call basis (as per mutually agreed rates for tea /snacks /packaged water/meals).

6.1 General

- a) The contractor shall ensure payment to all workers (under this contract). The minimum wages as per minimum wages act, as applicable in Himachal Pradesh State. He shall also submit a certificate to this effect (in NABARD's prescribed format) that payment has been made as per minimum wages act with the monthly claim for payment under this contract.
- b) All staff of the contractor should be provided with appropriate and clean uniforms.
- c) All staff should be honest, well mannered and polite.
- d) NABARD reserves the right to demand change of staff , if found lacking in required qualities.
- e) Services of Minimum staff as per Part II of tender should be ensured.
- f) The staff deployed will ensure proper cleaning, swabbing, and change of linen periodically as advised by NABARD for maintaining a hygienic and clean environment in an aesthetic manner.
- g) To use only the best quality raw materials and food stuff such as tea/coffee, sugar, cereal and other grocery items etc. in the preparation of food and beverages.
- h) To ensure maintenance of Bathrooms, Kitchen and other common areas in spotless and hygienic condition will be ensured.

- i) Items required for catering will be procured by the Agency and sufficient stock will be maintained at all times.
- j) The contractor shall provide catering services at the Guest House as per rate, terms and conditions and as per timings decided by NABARD from time to time. The contractor will enter into an agreement at per the proforma of NABARD for providing the catering services and for Comprehensive VOF maintenance. The tender price Bid for VOF maintenance along with the acceptance for providing the catering services will constitute our final Price bid for the work and will form a part of the tender document.
- k) The electricity charges of the VOF will be borne by NABARD. However, getting refills of LPG at own cost will be the responsibility of the contractor.
- l) The Agency/Contractor shall be responsible for the maintenance of all dead stock items in good conditions, provided in the VOF.
- m) NABARD's shall provide all infrastructure facilities like building, furniture, linen, plumbing & sanitary fittings, electrical fittings & fixtures, required number of items for utensils, crockery & cutlery, gas stove, gas connection, etc. The contractor shall maintain full inventory of all the articles and keep account thereof. The contractor shall also maintain attendance register for the personnel and the same shall be put up to NABARD as and when required.

Declaration

I/We have read the detailed scope of work of contract explicitly mentioned above and accept the same to execute the contract, if awarded.

Place:

Signature of Contractor

Date :

Name

(Declaration by the Bidder)

The Chief General Manager
National Bank for Agriculture and Rural Development
Himachal Pradesh Regional Office,
Shimla

Sir/Madam

Tender for Catering Services at NABARD's Regional Office, Shimla

- 1) I/We have examined the tender document and thoroughly understood its nature/scope of work and terms & conditions.
- 2) I/we undertake to offer my/our services in conformity with scope/nature of work and the terms and conditions set out in the tender document. I/We confirm that the tender submitted by me/us is confirming to all the terms and conditions mentioned in the tender document.
- 3) I/We are enclosing application along with required documents in the prescribed proforma as mentioned in tender document.
- 4) Having examined the Scope of work and the guidelines relating to the contract for Comprehensive Maintenance Contract (CMC) for the maintenance and upkeep of NABARD's Visiting Officers' Flats and catering services located at NABARD's Regional Office and having visited and examined the scope of work as specified in the Memorandum and having acquired the requisite information relating to the tender.
- 5) I/We agree that our tender remain valid for acceptance by NABARD for a period of 90 days from the date of opening of Part-1 of the tender document or till the date of finalisation of tender, whichever is earlier. I/We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against me/us. Also I/We have neither been suspended/delisted/blacklisted by any organization for any reason nor any such proceedings are pending or contemplated.
- 6) I/We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.
- 7) I/We certify that all the information furnished by me/us is true to the best of my/our knowledge. I have no objection to NABARD verifying any or all the information furnished in this document with the concerned authorities, if necessary.
- 8) I/We understand that NABARD reserves the right to accept or reject any or all the tenders in full or in part without assigning any reason therefor.
- 9) I/We hereby offer to execute the work/s specified in the said Memorandum at the rates mentioned in the Price Bid submitted by us for this work and in strict accordance in all respects with the specifications and instructions in writing referred to in the conditions of the tender, the Articles of Agreement, Special Conditions, schedule of quantities and terms & conditions and in all other respects in accordance with such conditions so far as they may be applicable.
- 10) 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.

11) I / We agree to pay all statutory Government (Central and State) Taxes such as GST, Income Tax etc. as applicable and other taxes prevailing from time to time and the rates quoted by us in the tender are inclusive of the same.

12) The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever during currency of the contract period.

YOURS FAITHFULLY

i) _____

ii) _____

iii) _____

(SEAL & SIGNATURE OF THE TENDERER)
NAME AND ADDRESS OF THE TENDERER PERSON(S) AUTHORISED TO
SIGN AND SUBMIT THE TENDER AND SEAL

Place : _____

Date : _____

Telephone No.: _____

Fax No : _____

E-mail : _____

