

**TENDER FOR PROVIDING CATERING SERVICES AT NABARD's  
REGIONAL OFFICE AT CHENNAI**



**Department of Premises, Security and Procurement, NABARD  
Tamil Nadu Regional Office No.48, MG Road,  
Nungambakkam, Chennai – 600034  
dpsp.chennai@nabard.org  
044 - 28304421 / 4441**

Date of issue of tender document	21.09.2023 at 17.00 Hrs
Pre-Bid Meeting with bidders	04.10.2023 at 11.00 Hrs
Due date and time for submission of tender	12.10.2023 at 17.00 Hrs
Date and time of opening technical Bid	12.10.2023 at 17.30 hrs
Date and time of opening financial Bid	Will be notified later to the technically qualified bidders





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**INTEGRITY PACT  
(to be executed on non-judicial stamp paper of Rs.200/-)**

Between National Bank for Agriculture and Rural Development (NABARD)  
hereinafter referred to as "The Principal" And

..... hereinafter  
referred to as "The Bidder/Contractor"

**Preamble**

The principal intends to award, under laid down organizational procedures, contract/s for ..... The principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 -Commitments of the Principal**

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

- i. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - ii. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provided to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - iii. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 -Commitments of the Bidder(s)/Contractor(s)**

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

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

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in





particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

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

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

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

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

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

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

### **Section 4 - Compensation for Damages**

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

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

### **Section 5 - Previous transgression**

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

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

### **Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors**

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

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

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

### **Section 7 - Criminal charges against violating Bidders(s) / Contractor(s) /**

(signature & seal of Bidder)

Date :



**Subcontractor(s)**

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

**Section 8 - Independent External Monitor**

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

The Independent External Monitor appointed for NABARD is:

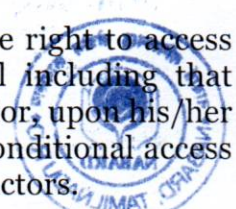
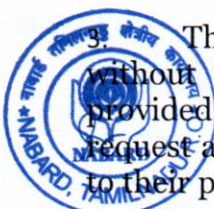
Shri Jagdeep Kumar Ghai,  
PTA & FS(Retd),  
Flat 1032, A Wing, Vanashree Society,  
Sector 58 A&B, Palm Beach Road,  
Nerul, Navi Mumbai, Pin 400 706.  
Email Id: jkghai@gmail.com  
Mobile: 9869422244

**Format for complaint to Independent External Monitor (IEM)**

Particulars	
Name of the RO/ TE	
Name of Complainant/ Vendor	
Address and Contact No.	
Tender details:	
a) Particulars:	
b) Date of tender called for:	
c) Last date of submission:	
d) Date of opening tender:	
Nature of complaint, in brief:	
Supporting documents enclosed/ evidence	
Relief sought:	

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.







4. The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him~ by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

8. If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

### **Section 10 - Other provisions**

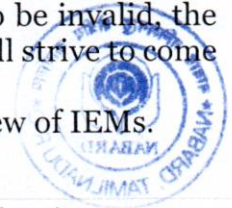
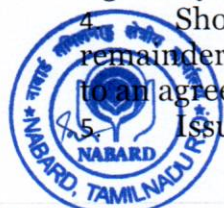
1. This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.





**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,  
TAMIL NADU REGIONAL OFFICE, CHENNAI**



6. In the event of any contradiction between the Integrity Pact and its annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the principal)

For & on behalf of the Bidder/Contractor)

(Office seal)

(Office seal)

Place :

Date :

Witness 1

Witness 2

(Name and address)

(Name and Address)







**PART – 1 Technical Bid**







### **Important Definitions**

1. "NABARD" means National Bank for Agriculture and Rural Development.
2. "The Bank" means NABARD, Tamil Nadu Regional Office, Chennai.
3. "Recipient", "Respondent" and "Bidder" means respondent to the Tender Document.
4. "RO" means Regional Office.
5. Selected Bidder and Bank shall be individually referred to as "Party" and collectively as "Parties".
6. "Bid" means response to this Tender Document.
7. "Tenderer" or "Contractor" shall mean the individual, or Manager of the firm or company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assignees of such firm or company.
8. "Contract Price" shall mean the final accepted rates in the Bill of Quantities.
9. "Accepting Authority" shall mean the Chief General Manager of the National Bank for Agriculture and Rural Development (the Employer), 'Approval' wherever used in the specifications or scope of work shall mean, approved by or approval of the 'Accepting Authority' in writing.
10. Notice in writing or written notice shall mean a notice in writing typed or written characters delivered to or sent by contractor, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.
11. "Letter of Acceptance" shall mean an intimation by a letter issued by the Accepting Authority of the Employer to tenderers that his tender has been accepted in accordance with the provisions in the said letter.







### **Disclaimer**

The information contained in this Tender Document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of National Bank for Agriculture & Rural Development (NABARD), Tamil Nadu Regional Office, Chennai is provided to the bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is not an offer or invitation to bid by NABARD, Tamil Nadu RO, Chennai to any party other than the applicants who are qualified to submit the bids ("bidders"). The purpose of this Tender Document is to provide the bidder(s) with information to assist them in formulation of their proposals. This Tender Document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis regarding any information contained in the Tender Document and the meaning and impact of that information and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice. National Bank for Agriculture & Rural Development, Tamil Nadu RO, Chennai makes no representation or warranty, express or implied, and shall incur no liability under any law, statute rules or regulations as to the accuracy, reliability or completeness of this Tender Document. National Bank for Agriculture & Rural Development, Tamil Nadu RO, Chennai may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this Tender document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

This Tender Document has been prepared solely for the purpose of enabling the Bank in defining the requirements for engaging the Services of an Agency for





Providing catering services at Regional Office of NABARD, Tamil Nadu RO, Chennai as mentioned in the Scope of Work.

The Tender Document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process.

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NB.TN/DPSP/ /Catering Tender for NABARD TNRO /2023-25

Date: 21.09.2023

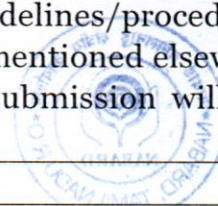
**NOTICE INVITING TENDER**

**E Tender for providing catering services at  
NABARD's Regional Office at Chennai**

1. National Bank for Agriculture and Rural Development (NABARD), Tamil Nadu Regional Office intends to award the **Catering services at NABARD's Regional Office at Chennai for the contract period 01 November 2023 to 31 October 2025**. For this, a two stage-bidding process i.e. Technical Qualification with respect to Techno-Commercial aspects and Competitive Rates is being followed. Tender documents can also be downloaded from our website [www.nabard.org](http://www.nabard.org) under the tender column. **Only the Contractors registered in C1 India Portal may participate in the e-tender at website <https://nabard.eproc.in>.**
2. National Bank for Agriculture and Rural Development (NABARD) has its Tamil Nadu Regional Office at No.48, MG Road, Nungambakkam, Chennai-600034. Bidders are advised to go through the tender documents carefully before quoting the rates. *The tenderers are advised to visit the site, conduct survey of the existing conditions so as to familiarize themselves with the nature and scope of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.*

**Details of the tender**

Type of tender	E – Tender
Date of commencement of issue of Tender	21.09.2023 at 17.00hrs
Availability & submission of tender	<p><a href="https://www.nabard.org">https://www.nabard.org</a> (Availability)  <a href="https://eprocure.gov.in/eprocure">https://eprocure.gov.in/eprocure</a> (availability)  <a href="https://nabard.eproc.in">https://nabard.eproc.in</a> (Availability &amp; submission)</p> <p>The tender document will be available on the website, until the last date of submission i.e. 12.10.2023 at 17.00Hrs</p> <p>This tender including all relevant documents are to be submitted/ uploaded online through the said website only. Detailed guidelines/procedures to submit e-tender have been mentioned elsewhere in this tender. Offline/Email submission will not be considered.</p>
Earnest Money Deposit	Rs.42,000/-





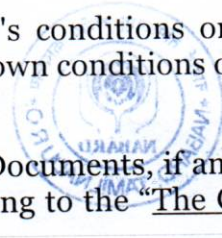
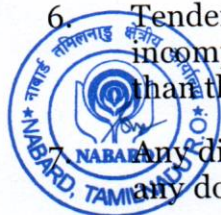
(Bid Security)	
Last date for submission of Pre bid queries	29.09.2023
Pre-Bid meeting date, time and venue	04.10.2023 hrs on 11.00 hrs at NABARD Office, No. 48, Uthamar Gandhi Road, Nungambakkam, Chennai-34
Last date of bid submission	E -Tenders must be submitted latest by 12.10.2023 at 17.00 Hrs at <a href="https://nabard.eproc.in">https://nabard.eproc.in</a>
Type of Bidding system	Two bid (Technical Bid and Price Bid)
Date and time of opening of technical bids	12.10.2023 by 17.30 Hrs
Opening of Price bid	To be notified separately to technically qualified bidders only.
Security deposit	5% of the work awarded.
Place of opening of tenders	Online on <a href="https://nabard.eproc.in">https://nabard.eproc.in</a> The tenderer can be present for opening at : NABARD Tamil Nadu Regional Office, No. 48, M G Road, Nungambakkam, Chennai – 34 Tele: 044-2830 4421 Email: <a href="mailto:dpsp.chennai@nabard.org">dpsp.chennai@nabard.org</a>

3. **Tenders shall be submitted on C1 India portal only (<https://nabard.eproc.in>).** The PART-I (Technical Qualification Bid) of the tender shall contain Technical Qualification bid (**as per Section I, II, III & IV**), along with proof of having submitted EMD; and terms & conditions in prescribed tender document. **The PART– II of the tender shall contain only the financial bid in the prescribed format.** No other terms & conditions should be there in the financial bid. If any terms & Conditions are stipulated in the tender document, the tender shall summarily be rejected.

4. The PART–I (Technical Qualification Bid) of the tender shall be opened first after the end date and time mentioned in website. Based on the Technical Qualification bid / tender, the financial bids (Part-II) for competitive rates of eligible bidders will only be opened / considered.

5. NABARD reserves the right to accept or reject any tender, in whole or in part and it is not binding on the part of the NABARD to accept the lowest (L1) or any tender.

6. Tenders, which do not fulfil all or any of the NABARD's conditions or are incomplete in any respect and tenders with the tenderer's own conditions other than those specified by NABARD, are liable to be rejected.





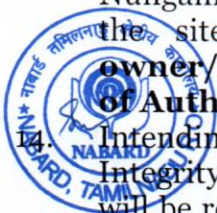


General Manager, National Bank for Agriculture and Rural Development, Tamil Nadu Regional Office, No.48, MG Road, Nungambakkam, Chennai-600034 who will review the same and information sought if not clearly indicated or specified, NABARD will issue clarifications to all the tenderers which will become part of the Contract Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD before five working days prior to the date of submission of the Tender.

8. The tenderer shall deposit Earnest Money Deposit (EMD) (2% of total value of contract) amounting to **Rs.42,000/- (Rupees Forty two thousand only)** by directly crediting the amount in our Current Account as per the details given below, failing which, the Tender shall be rejected. No interest shall be paid on the EMD submitted by the bidders. EMD of unsuccessful bidders would be refunded after the award of work to the successful bidders. We request you to submit the copy of the proof for crediting our Account along with tender document failing which the tender will not be considered for acceptance. MSE, NABARD empanelled vendors and other eligible organizations will be exempt as per prevailing Govt. instructions upon submission of proof.
9. The details of account of NABARD are furnished below:-

<b>Name of Account</b>	: National Bank for Agriculture and Rural Development
<b>Account Number (VAN)</b>	: NABADMN21
<b>Bank Name</b>	: NABARD
<b>Branch Name</b>	: HEAD OFFICE, MUMBAI
<b>IFS Code</b>	: NBRD0000002

10. Validity of offer should be 90 days from the date of opening of price bids. However, the rates quoted by the successful bidder would remain firm until the end of the contract period i.e. up to **31<sup>st</sup> October 2025** except only if there is any change in GST / statutory taxes and **subject to other terms & conditions mentioned elsewhere in the tender.**
11. The successful tenderer will be required to submit **@5%** of the accepted value of tender (total value of the contract), as Retention Money Deposit (RMD) within 15 days of award of work (or the same amount will be deducted from 1<sup>st</sup> month AMC bill), which will be reckoned toward the Security Deposit and shall be refunded after 60 days from the expiry of the satisfactory AMC period and will not bear any interest. The Earnest Money Deposit (EMD) of the successful tenderer shall be adjusted towards the RMD.
12. The Security Deposit will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work/service.
13. A Pre-bid Meeting shall be held on the date and time mentioned in the tender in the office of NABARD, Tamil Nadu Regional Office, No.48, MG Road, Nungambakkam, Chennai. You are invited to attend the meeting after visiting the site for clarification of your doubts / queries, if any. **The owner/representative attending the meeting should carry the Letter of Authorization from their organisation as per Annexure-I.**
14. Intending bidders have to arrange for execution of pre-bid pre-contract Integrity Pact (as per relevant stamp act of the state) failing which the tender will be rejected. **The execution of IP is a pre-tender requirement and**





**without submission of IP, the tender shall be rejected.** The pre-contract Integrity Pact should be submitted in original to "The Chief General Manager, NABARD, Tamil Nadu Regional Office, No.48, MG Road, Nungambakkam, Chennai- 600034" on or before final date of bid submission.

15. **The following is the Independent External Monitors (IEMs) appointed by the Central Vigilance Commission.**

**Shri Jagdeep Kumar Ghai, PTA & FS(Retd),  
Flat 1032, A Wing, Vanashree Society,  
Sector 58 A&B, Palm Beach Road,  
Nerul, Navi Mumbai, Pin 400 706.  
Email Id: [jkghai@gmail.com](mailto:jkghai@gmail.com)  
Mobile: 9869422244**

16. This Notice Inviting Tender (NIT) shall also form part of the Tender Document.
17. The vendor should submit his tender well in advance so that last minute technical glitches can be avoided and NABARD will not be responsible for failure of submission of tender by the bidders in this regard. **"No extension of time will be permitted if the vendor is facing difficulty or facing technical issues in uploading the document at the fag end of the time specified for closure of tender"**.

Yours faithfully



**(C Sumithra)  
Deputy General Manager**







### **Guidelines / Procedures for e-tender**

E-procurement is facilitated by C1 India ([https:// nabard.eproc.in](https://nabard.eproc.in)) on behalf of NABARD. You are requested to read the terms & conditions of this tender before submitting your online tender. Bidder who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

#### **Process of e tendering**

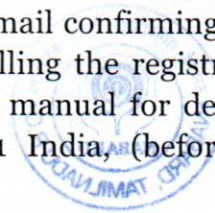
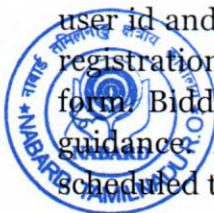
- Selection will involve following stages i) upload of e-Tender ii) receipt of e-bids/e-tender iii) opening of technical bids iv) opening of financial bids v) award of contract. Bid will consist of two parts i.e. Technical Bid and Financial Bid.
- If for any reason, it is found that the Technical bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is swapped in the file marked "Technical Bid", the Bid document will be summarily rejected in the first instance itself.
- Separate E-bids for the work-Technical Bid and Financial Bid shall be downloaded from the website of <https://nabard.eproc.in>. Tenders received after stipulated date/ time shall not be entertained. Bidders are requested to make note of dynamic time being displayed on e-Procurement portal of NABARD to ensure that the bids are submitted on time. Late tenders will not be accepted under any circumstances.

#### **(A) Registration: -**

The process involves bidder's registration with C1 India's e-procurement portal, which is free of cost. Only after registration, the bidder(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Price Bid over the internet will be done. The Bidder's should possess Class III or above signing type digital certificate. Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. C1 India is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: The price bid and the commercial bid has to be submitted online at <https://nabard.eproc.in>

(1) Bidders are required to register themselves online with C1 India and create own user id and password. Bidders will receive a system-generated mail confirming their registration in their email, which has been provided during filling the registration form. Bidders are advised to refer to the NABARD e-tender manual for detailed guidance. In case of further clarification, please contact C1 India, (before the scheduled time of the e-tender).





<b>Primary Contact (C1 India)</b>			
Sr. No.	Name of the Person	email	Contact Number
1.	Fairlin Jivin	fairlin.jivin@c1india.com	+91-124-4302000 Ext 112
<b>Secondary Contact (C1 India)</b>			
1.	Sachin Toraskar	sachin.toraskar@c1india.com	+91-124-4302000 Ext 100
2.	Saranraj Niacker	saranraj.niacker@c1india.com	+91-124-4302000 Ext 110

**(B) System Requirement:-**

**Hardware Required**

- Minimum Hardware Requirements:-
- Pentium IV and Above
- Minimum 4 GB RAM
- An available USB port (If Certificate is in USB-Token)
- User has to install USB-Token drivers into computer system before usage of application.
- If USB-Token driver is not installed before usage of application user cannot use his certificate for application
- Reliable Internet Connectivity.







**Other Requirements**

**Operating System:-**Windows 7, vista, Windows 8, etc.

**Browser Version :-** Internet Explorer Versions 10 or above

**Note: - Website will work only on Internet explorer**

**Java Component:-**Go to Control panel>Add/Remove Programs/ Programs and features

Check whether Java Runtime Environment is installed on your machine or not.

(Only Single Java should be installed on the Machine)

**Java Runtime Environment (Latest Java Download from [www.java.com](http://www.java.com) Offline mode )**

- Part I Technical Bid will be opened electronically on specified date and time as given in the Notice Inviting Tender (NIT) Bidder(s) can witness electronic opening of the bid.
  - Part II Price bid will be opened electronically of only those bidder(s) whose Part I Technical Bid is found to be Technical Bid acceptable by NABARD. Such bidder(s) will be intimated about the date of opening of Part II Price bid, through valid e-mail confirmed by them.
- (2) All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- (3) Bidders are instructed to use attach documents link in bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 20 MB. For further assistance, please follow instructions of bidder guide.
- (4) All notices and correspondence to the bidder(s) shall be sent by e-mail only during the process until finalization of tender by NABARD. Hence, the bidders are required to ensure that their corporate e-mail I.D. provided is valid and updated at the stage of registration of bidder.
- (5) (i) Bidder are requested to see the web site again before the due date of tender submission to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document.
- (ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidder (s) who have downloaded the documents from web site. Please see Website [nabard.eproc.in](http://nabard.eproc.in)
- (6) E-tender cannot be accessed after the due date and time mentioned in NIT.

(7) Bidding in e-tender:

(a) The process involves Electronic Bidding for submission of Technical Bid as well as Price Bid.

(b) The bidder should allow to run an application namely enApple by

(signature & seal of Bidder)

Date :



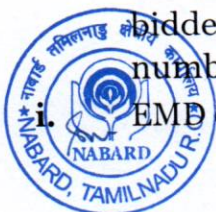
accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Technical Bid. If this application is not run, then the bidder will not be able to save/submit the bid.

- (c) After filling the Technical Bid, Bidder should click 'save' for recording their Technical Bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Technical Bid & Price Bid has been saved, the bidder can click on the "Submit" button to register their bid.

**NOTE:-**The Technical Bid & Price Bid cannot be revised once the "Final Submission" button has been clicked by the bidder. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

At the time of submitting technical bid, the bidders are required to check photocopies of following documents should be enclosed/uploaded (Documents in original should be produced for verification as and when it is required by NABARD, failing which their bids will be summarily/out rightly rejected and will not be considered for any further correspondence):-

- a. Integrity Pact (as per the format prescribed)
- b. Registration Certificate as per existing norms (indicating the legal status – Company / Partnership firm/ Proprietorship Concern, etc.)
- c. Copy of GST Registration Certificates
- d. Copy of PAN Card
- e. Copies of Income Tax Return filed for last three financial years
- f. Copies of Annual Turnover details in Rupees for last three financial years including audited balance sheet and Profit & Loss Account.
- g. Chartered accountant Certificate
- h. Work Experience Details, service provided to Government Departments/PSUs/Autonomous Bodies/Corporate Bodies (Copies of Purchase Orders and completion certificates as required by Technical Bids received from Government Departments/PSUs/Autonomous Bodies/ Corporates during each of the last three years should be enclosed/uploaded clearly indicating the annual payment given to the bidder. [please refer clause 7 of pre-qualification criteria in page number – 16]
- i. EMD details or Certificate in case of MSEs



Signature:

Seal







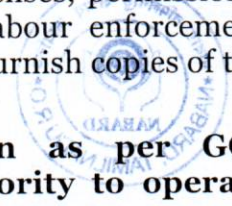
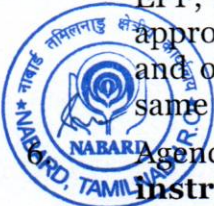


**PRE-QUALIFICATION CRITERIA**

To be submitted along with EMD of **Rs.42,000/-**  
(Estimated value of tender is Rs.21 lakhs)

**INSTRUCTIONS TO THE TENDERERS FOR FURNISHING  
INFORMATION AS A PART OF TENDER QUALIFICATIONS  
ELIGIBILITY CRITERIA**

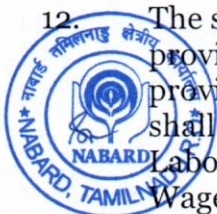
1. Please note that pre-bid pre-contract integrity pact, in original, is invariably to be submitted on or before the final date of submission of tender, failing which the tender shall be out-rightly rejected.
2. The work involved is the **Catering services to be provided at NABARD's Tamil Nadu Regional Office at Chennai**. Scope of work and services to be provided are indicated in the "**SPECIAL TERMS AND CONDITIONS – Scope of Work (Part A)**" and "**Scope of work (Part B) – Illustrative**" of this tender. *The tenderers are advised to visit all the sites, conduct survey of the existing arrangements to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.*
3. The contractors should have experience of similar works during the last 7 years (ending 31.07.2023) and who fulfill the following criteria are eligible to tender:  
-
  - i. Should have carried out **minimum 1 similar work** with Govt/PSUs during last 3 years (ended 31.07.2023) with annual contract value (costing individually) not less than **Rs.16.8 Lakhs**.  
OR
  - ii. Should have carried out **minimum 2 similar works** with Govt/PSUs during last 3 years (ending 31.07.2023) with annual contract value (costing individually) not less than **Rs.10.5 Lakhs**  
OR
  - iii. Should have carried out **minimum 3 similar works** with Govt/PSUs during last 3 years (ending 31.07.2023) with annual contract value (costing individually) not less than **Rs.8.4 Lakhs**
4. The tenderers should have Annual Turnover of atleast **Rs.6.3 Lakhs** each year during the last three years ending 31 March 2023 supported by audited balance sheet or a registered Chartered Accountant certified statement of accounts.
5. The tenderers should have applicable registrations (PAN, TIN, TAN, GST, ESI, EPF, etc.) supported with documentary evidence and licenses, permissions, approvals issued by appropriate authorities such as Labour enforcement and other statutory authorities, wherever applicable and furnish copies of the same with tender (with the Pre-Qualifying Bid).  
Agency should have a **valid license/registration as per GOI instructions or from any other competent authority to operate**





**canteen service** in the State of Tamil Nadu and similarly registration with appropriate competent authority. Tenderers to note that copies of licenses and registration are to be submitted with the Pre- Qualifying bid i.e. Part I. Tenders without required documents will be summarily rejected.

7. **Should have their own office within the city limits of Chennai.**
8. Tenderers are requested to submit the following documents in **PART - I** (Technical bid) for examining their qualification/suitability. Opening of **PART - II** (Financial Bid) will be subject to satisfying the prescribed eligibility criteria: -
  - i. Copies of Work Orders and Satisfactory Service Certificates from clients for executing similar works for Central/State Government offices/Public Sector Undertakings/Public Sector Banks/Autonomous Bodies, etc. **during the last three years in Tamil Nadu state.** "Similar Works" means experience in executing **Catering services** in similar Government / PSUs / Public Sector Banks / Autonomous Bodies, etc. **having registered office or such similar setup in Tamil Nadu.**
  - ii. IT returns of last three consecutive financial years – 2020-21, 2021-22 and 2022-23.
  - iii. References of clients / particulars of bankers, specifying their names and contact numbers (landline and mobile) and names of the contact executives / officials.
  - iv. Information in Section-I, II, III & IV as per enclosed proforma.
9. Intending tenderers are required to submit their full bio-data giving details about their organisation, experience, personnel in their organisation, spare capacity, competence and adequate evidence of their financial standing, etc. in the enclosed statement which will be kept confidential.
10. While deciding upon the selection of contractors, emphasis will be laid on the ability and competence of tenderers to undertake quality works within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.
11. The Bank will evaluate reports on past performance of the tenderer from his clients and bankers and evaluate the said reports before opening of the PART-II (Financial Bid) of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after qualifying the PART-I (Technical Qualification Bid) of the tender, and PART-II of the tender will be rejected. The Bank is not bound to assign any reason for rejecting the tender.
12. The service provider has to deploy adequate numbers of service personnel for providing catering services. The Manpower wages will be borne by the service provider and will be built into the service provider's cost. The service provider shall be responsible for ensuring compliance with the provisions related to Labor Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labor [R&A] Act,





Workmen Compensation Act, Food Safety and Standards Act, 2006, etc. as applicable from time to time.

13. The bidder shall be registered with Income Tax and Goods & Services Tax (GST) authorities.
14. An affidavit to the effect that the contractor has not defaulted in payment of statutory dues like GST/ Income tax should be submitted in the Technical Qualification bid i.e. Part-I of the tender.
15. Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.
16. Applications containing false and/or inadequate information are liable for rejection.
17. While filling up the application with regard to the list of important projects completed or on hand, the applicants shall only include those works which individually cost not less than the specified amount.
18. Clarifications, if any required, may be obtained from National Bank for Agriculture and Rural Development, Tamil Nadu Regional Office, No.48, MG Road, Nungambakkam, Chennai-600034.
19. Non-Compliance of any of the conditions mentioned above will amount to non – eligibility for the Catering services and the bid shall be summarily rejected.

**I/We have read and understood the instructions contained herein above and are acceptable to us.**

**Signature of the Tenderer with seal Address.**

Date:

Place:

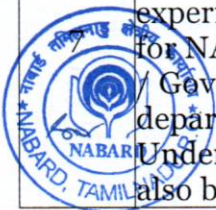




**Section-I-Basic Information**

*(To be filled and Uploaded as supporting document)*

Sr No.	Particulars	Bidder's response
1	Name of the Tenderer/Agency/Contractor and address of the registered office, telephone no., mobile no., fax no., email-id, and website address.	
2	Year of Establishment	
3	Type of the Agency/ Contractor (whether Sole Proprietorship/Partnership/Private Limited/ Limited or Cooperative Body etc.) Copies of supporting documents to be enclosed	
4	Name of the Proprietor / Partners / Directors of the agency/ contractor / Firm	1 2 3 4 5
5	Details of Registration a Whether Partnership firm, Company, etc. b Registering Authority c Date of Registration d Registration No.	A B C D
6	Whether registered/ empaneled for similar service with a) Government/ Semi- govt / Municipal Authorities or any other public organization b) If yes, name of the authority c) and since when?	(Yes/ no)
	Work Experience a Details of work experience (Catering) b Documentary evidence of previous experience if any, of carrying out works for NABARD / RBI / Public sector banks / Government department / Semi Govt. department /Other Public Sector Undertakings at any other center should also be given.	





**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,  
TAMIL NADU REGIONAL OFFICE, CHENNAI**



8	a) Areas of business activities, other than catering services, if any, and b) Place and address of such business	
9	a) Address of office through which the proposed work of the Bank will be handled; and b) Name & designation of In-charge	
10	Adequate and satisfactory evidence to indicate financial capacity of the person/ agency/ contractor to undertake the said work	
11	a) Names of bankers b) Full address of bankers c) Telephone (landline & mobile Nos), Fax No. etc. of the contact executive (i.e. The persons who can be contacted at the office of their Clients by the NABARD, in case it is so needed)	
12	Credit worthiness of the Tenderer & Turn Over during the specified period (Copies of IT deposit certificates such as copy of deposited Form 16 or any such other certificate along with latest final accounts of the business of the Tenderer duly certified by a CA should be enclosed as proof of their credit worthiness and Turn Over for the last three years ended 31.03.2023.)	<u>Annual turnover</u>  <u>2022-23 Rs.</u> <u>2021-22 Rs.</u> <u>2020-21 Rs.</u>
13	Number of supplementary sheets attached	
14	a) Whether any civil suit/ litigation has arisen in the contracts executed by the applicant during the last five years (Yes/No)  b) If yes, please give following information (suit-wise/ project-wise):  i. Name of the Project & Organisation ii. Nature of work iii. Work Order No. and Date iv. Present stage of work v. Value of contract vi. Brief details of litigation	





15	i. Permanent Account Number (PAN) ii. TIN iii. Goods and Service Tax Registration No. iv. EPFO Registration No. v. ESIC Registration No.	
----	--	--

**Notes: Please attach self-certified copies of the following documents:**

IT Returns OR Audited Balance Sheet and Profit & Loss Account for the past three years i.e., FY 2022-23, FY 2021-22 & FY 2020-21.

**Signature of the Tenderer with seal & date**



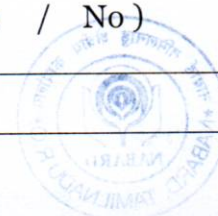




**Section 1-B-DETAILS OF GSTIN OF THE TENDERER**

In order to enable us to report the details of the GST collected from you in the GST returns submitted by us, we request you to furnish your GSTIN (Goods and Services Tax Identification Number) in the following format, along with a self-attested photocopy of the GSTIN allotment communication.

<b>GSTIN Information</b>				
<b>S. N o</b>	<b>GSTIN Details</b>		<b>Details to be filled up by customer</b>	
1	Name of the Customer			
2	Customer ID			
3	Account No.			
4	PAN			
5	GST Identification Number (GSTIN)			
6	TAN			
7	Composition Scheme (Please indicate)		( Yes / No )	
8	Nature of service rendered- as given the registration certificate issued by the authorities			
9	Constitution of Business ( Pl. Tick )		Compan y	Partners hip
			Propriet ary	Others, plz specify
10	Address of principal place of business in the state as per GST registration certificate	Address		
		City		
		PIN		
		State		
	Multiple GST registration ** (If Yes, Please fill the following details)		( Yes / No )	
	GST Identification Number (GSTIN)			







	Address of principal place of business in the state as per GST Registration certificate	Address	
		City	
		PIN	
		State	
GST Identification Number (GSTIN)			
	Address of principal place of business in the state as per GST Registration certificate	Address	
		City	
		PIN	
		State	
11	Location	SEZ/STP/DTA	
12	Contact details	Name	
		E-mail ID	
		Phone No.	
Name of the Authorized Signatory/Primary Holder			Signature
Name of the Authorized Signatory/Joint Holder 1			Signature
Name of the Authorized Signatory/Joint Holder 2			Signature

*\*\* In case of multiple GST Registration number, applicant may detail the GST registration of particular state for every transaction or else the default address mentioned in the form shall be selected by the bank for issuance of invoice.*





**Section-II -Previous Experience**

*(To be filled and Uploaded as supporting document)*

- a) List of important works executed by the firm during last three years costing **Rs.8.4 Lakh** and above with experience in executing works of similar work i.e., canteen services in organisations / institutes / training establishments etc. (Please attach extra sheets if required).

S.No	Name of the work And Location	Nature of Work	Name & full postal address of the owner. Also indicate whether Government or Semi-Govt or PSU's	Contract Amount (Rs)	Whether work was left incomplete or contract was terminated from either side? Give full details.	Any other relevant information
(1)	(2)	(3)	(4)	(5)	(6)	(7)

**\*\*The previous work order and completion certificate of the previous work Experiences should be uploaded separately**

- b) List of important ON HAND works costing **Rs.8.4 Lakh** and above in the field of canteen service. (Please attach extra sheets if required).

S.No	Name of the work And Location	Nature of Work	Name & full postal address of the owner. Also indicate whether Government or Semi-Govt. or PSU's	Contract Amount (Rs)	Whether work was left incomplete or contract was terminated from either side? Give full details.	Any other relevant information
(1)	(2)	(3)	(4)	(5)	(6)	(7)







**Section-III – Catering staff and their experience**

1. List of catering staffs, giving details about their technical qualifications, experience, etc. including that in the applicant's organization. (Please attach extra sheets if required).

S. No	Name	Age	Qualification	Experience	Nature of works handled( Canteen services)	Date from which employed in the Organisation	Any other relevant information, if any

2. Indicate other points, if any, to show applicant's technical and managerial competency to indicate any important point in applicant's favour.
3. No. of supplementary sheets attached for Part III.







**Section-IV - Details of Bank Account**

*(To be filled and Uploaded as supporting document)*

1.	Name of the Vendor/Firm	
2.	Name of the Account Holder	
3.	Address of the Vendor/Firm	
4.	Name of the Bank, Branch and Address	
5.	Bank Code and Branch Code	
6.	IFS Code of the Bank Branch	
7.	Type of Account (Saving/Current/Cash Credit)	
8.	Account Number	

**Note: Please also enclose a CANCELLED CHEQUE in respect of above account number.**







## **EVALUATION AND SELECTION OF THE BIDS**

### **1. Opening of the Bids**

Bids will be opened in front of the Committees constituted for this purpose in the Bank in the presence of not more than two representatives of each bidder who choose to attend the bid on the opening date. No separate intimation will be given in this regard to the bidders for deputing their representatives. The representative/s has/have to submit an authority letter duly signed by the bidder, authorizing him/her to represent and attend the bid opening on behalf of the bidder.

### **2. Criteria for Evaluation of Bids**

- i. The Bank will constitute separate Committees for Technical and Financial Evaluation of the bids and to decide on selection of the successful bidder. The decision of the Bank shall be final and the bidder shall have no right to challenge the decision of the Bank.
- ii. The Technical Bids shall be evaluated on the basis of their response and by applying Evaluation Criteria specified in this Section.
- iii. In the first stage of Technical Evaluation, a proposal would be rejected, if it is found deficient as per the requirements indicated in Section 6 of this document.
- iv. The Technical Bids shall be evaluated first and at this stage the Financial Bids will remain unopened. On completion of Technical Evaluation of all proposals, the Financial Bids of the technically qualified bidders only will be opened.

### **3. Evaluation criteria for Technical Bid**

- i. The evaluation of Technical Bid will be completed on a maximum of 60 marks as indicated below:

<b>Sr. No.</b>	<b>Description</b>	<b>Score</b>
<b>1</b>	<b>Legal Structure</b>	<b>40</b>
	Private Limited/Public Limited	40
	Partnership	30
	Proprietorship	20
<b>2</b>	<b>Work Experience in the relevant field of work</b>	<b>20</b>
	Above 10 years	20
	Above 8 years to 10 years	15
	7 years to 8 years	10







<b>3</b>	<b>Average Turn Over during the last three years ended 31.3.2023</b>	<b>20</b>
	>=16 lakhs	20
	>=10 lakhs	15
	>=8.4 lakhs	10
<b>4</b>	<b>No. of works executed / ongoing in Government Departments / Organisations / PSUs / Banks in last 7 years (as on 31.07.2023)</b>	<b>10</b>
	Above 3 works	10
	3 works	8
	1 - 2 works	5
<b>5</b>	<b>Total value of works executed / ongoing in Government Departments / Organisations / PSUs / Banks in last 7 years (as on 31.07.2023)</b>	<b>10</b>
	Above 17 lakh	10
	Above 10.5 to 17 lakh	8
	From 8.5 to 10.5 lakh	5

- ii. The Bank may add any other relevant criteria for evaluating the proposals received in response to this Tender at its sole discretion, to seek more information from the Respondents in order to normalize the Bids.
- iii. All those Bidders who attain a **minimum of 60 marks** on Technical Evaluation score **will be eligible for Financial Bid Evaluation**.

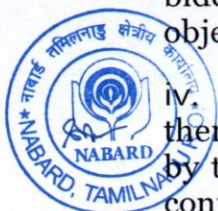
#### **4. Evaluation of the Financial Bid**

i. The proposal of the successful bidder/s of the Technical Bid with the lowest Financial Bid will qualify as the L1 Bidder.

ii. In the case of a tie between two or more Bidders, contract will be awarded on the basis of the Marks obtained in Evaluation of Technical Bid.

iii. In case of multiple L1 bidders get same marks in Evaluation of Technical Bid also, then the purchase committee of the BANK may visit the work sites of the bidders and award marks to the work being carried out at the site adopting an objective criteria. The work will be awarded to the bidder with highest marks.

iv. In case of multiple L1 bidders getting equal marks even after field visits, then final selection will be done based on draw of lots, as may be decided by jointly by the BANK and select bidders, or by pulling the highest number from a box containing 30 numbers.





**INSTRUCTIONS TO THE BIDDERS**

1. All the pages of the Tender Document shall be signed and uploaded by the Tenderer.
2. NABARD takes no responsibility for delay / loss in non-receipt of Tender Documents.
3. The Execution of Integrity pact (IP) should invariably be on non judicial stamp paper of Rs. 200/- along with the Tender submission. The execution of IP is a pre-tender requirement and without submission of IP, the tender is liable to be rejected.
4. Intending tenderers shall deposit as earnest money a sum of **Rs.42,000/-** by crediting the amount into the current account of the National Bank for Agriculture and Rural Development , the details of which are given below:-

**Name of Account** : National Bank for Agriculture and Rural Development  
**Account Number (VAN)** : NABADMN21  
**Bank Name** : NABARD  
**Branch Name** : HEAD OFFICE, MUMBAI  
**IFS Code** : NBRD00000002

5. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest, after finalisation of work order. In no case EMD shall bear any interest. Under no circumstances, earnest money deposit will be accepted in the form of fixed deposit receipts or Banks or Insurance guarantee or cheque.
6. The Earnest Money Deposit paid by the successful tenderer shall be held by the National Bank for Agriculture and Rural Development as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. The EMD / Initial Security Deposit (ISD) will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD / ISD.
7. "Retention Money Deposit" i.e. RMD of 5% of accepted value of the tender shall be directly credited to our current account (details given above in Sl. No. 4) by the successful tenderer within 15 days of intimation to him of acceptance of tender (or the same amount will be deducted from 1<sup>st</sup> month bill). The EMD already furnished shall be taken into account while determining the RMD. In other words, EMD shall become a part of RMD. The RMD will be liable to be forfeited in case the contractor commits any breach of any terms and conditions of the Contract or fails to complete the work. This forfeiture is independent of the liquidated damages provided for in the Contract.
8. The RMD will be released after 60 days from the expiry of the satisfactory contract period and will not bear any interest.
9. The Tender / Quotation shall be submitted as per procedure mentioned

(signature & seal of Bidder)

Date :





- elsewhere as PART- I (Pre- qualification Bid) and PART-II (Financial Bid) as the case may be, should be submitted in the <https://nabard.eproc.in> portal.
10. Bids submitted other than through <https://nabard.eproc.in> portal shall not be accepted.
  11. Tenderers are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from NABARD before quoting the rates.
  12. The Tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tenders shall be rejected without making any reference to the Tenderers.
  13. If last date of receipt of Tender / Quotation and opening date is a holiday, then submission and opening of Tenders / Quotations shall be shifted to next working day without any change of time and venue.
  14. The Tenders will be opened in the presence of such Tenderers or their authorised representatives who choose to be present.
  15. No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted. In case any tenderer withdraws his/her tender during the validity period or is subsequently found to have sublet the same, the EMD amount received from such tenderers shall be forfeited.
  16. Notwithstanding anything stated above, NABARD reserves the right to assess the tenderers capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of NABARD.
  17. The vendor should submit his tender well in advance so that last minute technical glitches can be avoided and NABARD will not be responsible for failure of submission of tender by the bidders in this regard. **“No extension of time will be permitted if the vendor is facing difficulty or facing technical issues in uploading the document at the fag end of the time specified for closure of tender”.**

**DECLARATION BY THE TENDERER**

- a) I/we hereby declare that I/we have read and understood the General instructions, General conditions of Contract, detailed specifications and the conditions of work, etc. and hereby agree to abide by them.
- b) I/we hereby confirm that the tender shall remain in force and valid for acceptance for a period of not less than 90 (ninety) days from the date of opening of the financial bid.
- c) I/we also note that any additions, clarifications, etc. which we would like to bring to your attention are put in a separate sealed covering letter. I/we have ensured that only relevant entries asked for are made in the tender documents. Entries other than the relevant entry shall make the tender invalid.



DATE :  
PLACE :

SEAL & SIGNATURE OF THE TENDERER







**GENERAL INSTRUCTIONS TO THE CONTRACTORS AND GENERAL  
CONDITIONS OF CONTRACT**

1. Tenderers are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor would be required to furnish an analysis for scrutiny of the quoted, as and when called for, by NABARD.
3. Rates should **include all Taxes** (Goods and Service Tax, VAT, IT, WCT etc.), Duties, Octroi, Levies, Wages as per relevant Act, Service Charges etc. as applicable and should be firm for the entire Contract period. Under any circumstances, no price escalation whatsoever shall be entertained during the contract period.
4. Monthly payment will be made based on bill submitted by the contractor and certified by the concerned officers of the section to whom the services are provided as per the contract agreement.
5. Separate orders will be issued by NABARD in respect of additional works (if any) which are not covered under the comprehensive monthly charges. The bills for the same are to be submitted within a period of one month after completion of the work. NABARD may reject any claim made after the stipulated period. The bills for the works carried out without proper work order will be rejected and no further representation will be entertained.
6. GST-TDS, Income Tax, Works Contract Tax, Goods and Service Tax and other taxes as applicable, will be deducted from total payment due to the Contractors.
7. NABARD will not be under any liability to pay any compensation to the persons deployed by the contractor if they sustain any injury etc., while discharging the duties in the said premises. The contractor shall get them insured against any liability or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover for his employees at his cost and should be responsible for the safety of persons employed by him. The Contractor shall be fully responsible and shall compensate NABARD in the event of any damage to person or material, injury /damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workforce.
8. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.
9. **The contractor shall deploy required number of qualified and experienced staff to ensure that the work is attended in time as per the scope of work of the tender, to the satisfaction of NABARD.**
10. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules.
11. Canteen Manpower wages will be borne by the service provider and will be built into the service provider's cost. The service provider shall be responsible for





ensuring compliance with the provisions related to Labor Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labor [R&A] Act, Workmen Compensation Act, Food Safety and Standards Act, 2006, etc. as applicable from time to time.

12. The contractor shall, for all intents and purposes, be the "Employer" within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in NABARD and the manpower so employed and deployed in NABARD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in NABARD shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and NABARD nor have any principal and agent relationship with or against the NABARD. The contractor's personnel shall not claim any benefit/compensation/absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other act related thereto.

13. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be responsible in any manner in the event of non-compliance with various labour laws in force by the contractor and the onus of compliance lies solely with the contractor. The contractor is advised to maintain attendance register of his staff employed at sites and wage register for payment (at least minimum wages as per Centre Govt.) with all records up to date as per the labour regulations. The contractor may be asked to submit the monthly payment records to the staff employed by him. The contractor is advised to ensure that the payment is regularly credited to the bank account of the individual staff employed within the time schedule of Labour laws and pay slips for respective payments are duly issued regularly.

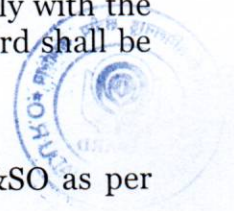
14. The contractor should ensure payments to the employed personnel as per latest Minimum Wages Act and payment of bonus in terms of Bonus Act, 1965.

15. The Contractor should be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.

16. The manpower deployed by the contractor should be in neat uniform, polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of NABARD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously.

17. The manpower deployed by the Contractor should report to P&SO as per timings agreed upon and decided by the Bank.

18. The Contractor shall abide by all the requirements of maintenance from time







to time and shall strictly follow the obligation required by NABARD.

19. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.

20. The Contractor or his authorised representative should visit the site frequently as required by NABARD and meet Officials for any clarifications and to receive instructions.

21. The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of NABARD on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients. The contractor shall fully compensate NABARD for such damage/loss. The decision of NABARD in this regard shall be final and binding.

22. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD or any of its clients in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary without any notice.

23. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, NABARD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.

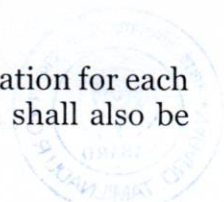
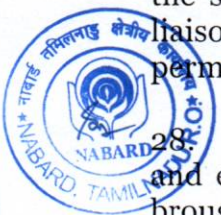
24. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.

25. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.

26. The work should be carried out with least inconvenience to the staff members of NABARD. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by NABARD in the premises, especially in respect of working hours, entry of the workers to the premises, wearing of uniforms, interpersonal relation with the staff. The contractor shall provide photo identity card and uniform to its workers including the leave reserves. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.

27. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. The Contractor shall assist NABARD fully in respect of any liaison with the Municipal/Police or any other authority for necessary approval / permission with regard to the canteen work.

28. The Contractor shall provide documentary proof of police verification for each and every personnel deployed with NABARD and replacement, if any, shall also be brought into effect.







**29. EXIT:**

- i) First two months will be on a trial basis. If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 15 days, to improve his services. If the contractor fails to improve his services within the Notice period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period.
- ii) Anytime, the contract is liable for termination by giving one-month notice by the Bank and three months' notice by the contractor.

30. The contractor shall arrange to provide mobile phone to all the personnel deployed at NABARD premises.

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

32. NABARD will not be responsible for contractor's materials.

33. The contractor shall provide everything necessary for the proper execution of the works.

34. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.

35. No advance payment shall be made. Further, Contractor will not link payment to his manpower with the settlement of bills by NABARD.

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

37. If in the opinion of NABARD the work done by the contractor is not satisfactory, NABARD may decide depending upon the merit of the work to deduct such amount from the monthly bill amount as it may deem fit.

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

39. Contractor shall extend necessary help to other Contractors engaged by NABARD under separate contract for their respective work.

40. Contractor shall be required to furnish NABARD, as and when required, the following:

- (i) The Power of Attorney, name and signature of his authorized representative, who will be in- charge of execution of this contract.
- (ii) Registration certificate copies.
- (iii) Wage Book, Muster Book pertaining to staffs engaged under this contract.
- (iv) Validity of Insurance Policies, Labour Contract License relating to staff engaged at NABARD site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.







- (v) Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by him. Any damage caused wilfully or in negligence to the works executed, shall be borne by him. The penalties mentioned in Service Level Agreement (SLA) given in <https://nabard.eproc.in> portal shall be applicable.

41. The contractor shall remove from work any worker who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of NABARD.

42. The manpower deployed by the contractor for discharging the contractual obligations under the contract shall be the employees of the contractor. NABARD shall in no way be connected with such manpower and they shall have no claim whatever against NABARD.

43. The Contractor shall at his own cost and expenses provide all the consumables / materials, labour, conveyance, uniforms etc. required for execution of the work covered by this contract to the entire satisfaction of NABARD.

44. Notwithstanding anything contained therein the employed persons by the Contractor for the purpose of the works shall for all purposes be regarded as the Contractor's employees. Therefore, neither the contractor nor any of such employees shall have any right to complain or claim against NABARD. NABARD also shall have no concern with them and shall not be liable to make any payment to or any contribution on account of them.

45. a) The tender is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of their bids/ offers.

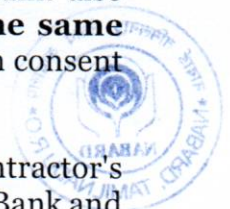
b) The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of NABARD is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

c) The purpose of this tender is to provide the bidders with information to assist the formulation of their bids/ proposals. This tender does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and, wherever necessary, may obtain independent advice.

d) Bank makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.

46. The **contract shall be valid up to 31 October 2025**. The bank also reserves the right/option to **extend the validity of this contract at the same rates for a period of 01 year** and on the same terms and conditions, with consent from the vendor.

47. **Forfeiture clause:** In case of negligence/derelection of duty by contractor's staff, the above contract shall be terminated without giving any notice by the Bank and the security deposit shall be forfeited.







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

49. The property shall be handed over to contractor on as-is-where-is basis.

50. The vendor should submit his tender well in advance so that last minute technical glitches can be avoided and NABARD will not be responsible for failure of submission of tender by the bidders in this regard. **“No extension of time will be permitted if the vendor is facing difficulty or facing technical issues in uploading the document at the fag end of the time specified for closure of tender”.**

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

DATE:

**Signature of the Tenderer**

PLACE:

**NAME AND SEAL**

ADDRESS:





**SPECIAL TERMS AND CONDITIONS – SCOPE OF WORK**

**Scope of Work (Part A)**

1. This contract shall be for a period from 01<sup>st</sup> November 2023 to 31<sup>st</sup> October 2025. In the event of National Bank requiring the services for further periods after the expiry of the initial period, it shall make a request in writing in this behalf to the Contractor one month prior to the termination of these presents and upon such request, the Contractor shall provide the services to the National Bank for the said premises on the same terms and conditions.
2. **No overtime allowance** or any compensation of any other kind shall be payable by National Bank to any person including supervisor employed by the Contractor for duties at the said premises.
3. National Bank shall deduct income tax and other taxes which it may be required under any law for the time being in force from the payment to be made to the Contractor for the services rendered to National Bank.
4. During the continuance of this contract or such extended time, the contractor shall provide staffs at the said premises as per the requirement of the National Bank. The present requirement and timings of duties are as per Schedule I, which would be liable for change as and when considered necessary by the National Bank.
5. The staffs posted by the contractor for the said premises shall be deployed in consultation with the Bank.
6. The staffs posted at the aforesaid premises of the National Bank for duty shall be below **55 years of age** and be medically fit to perform the Catering Service. The working and deployment of staffs will be monitored by any official authorized by the National Bank for the purpose. They will be the employees of the contractors under their exclusive control and supervision and shall comply with the following: -
  - i) The supervisor/staffs/cook on duty shall comply with the directions and instructions regarding the catering service issued by the representatives of the National Bank to the Contractor from time to time.
  - ii) The Contractor shall accede to the requests of the National Bank's representatives for recall of any particular person from out of staffs and substitute him by another.
  - iii) The contractor shall ensure that the staffs provided by it are smart, educated and of high integrity and maintain proper discipline and they do not in any manner, cause any interference, annoyance or nuisance to the management or the National Bank or its business or work or its officers / employees / visitors, etc.
  - iv) They shall maintain adequate security and shall remain always on vigil.
7. The Contractor shall declare that they shall be responsible for the due compliance of all the legal provisions connected with requirement of the staffs posted at the said premises of the National Bank.
8. The Contractor shall comply with all statutory requirements in respect of their staff such as ESIS coverage, Provident Fund, payment of bonus, payment of minimum wages, dearness allowance, leave and gratuity benefits and other legal and statutory requirements in relation thereto and National Bank shall accept no liability in this

(signature & seal of Bidder)

Date :





regard. All such liabilities shall be discharged by the Contractor promptly without any default. The contractor shall submit to the National Bank documentary evidence of the payment paid to the staffs deployed as and when asked.

9. The contractor shall indemnify NABARD against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The contractor shall defend all actions arising from such claims, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. The persons including the supervisors, if deployed by the Contractor for duty in the said premises shall not be deemed to be the employees of the National Bank in any manner and they shall not be eligible for any benefits like subsidized food etc. which the National Bank provides to its employees. The obligation, if any, for these benefits shall be the sole responsibility and rests entirely with the contractor. The contractor, before starting the work of execution of the service contract as described under scope of work, is required to submit a "Letter of Indemnity and Undertaking". A specimen of such letter is enclosed as Annexure II.

10. The contractor shall provide to catering staffs with necessary uniform, shoes and other necessary equipment, etc. required for the effective discharge of catering services to the National Bank at its own expenses. Uniform allowance, uniform's washing allowance or conveyance allowance for reporting duty at the said premises will not be paid by the National Bank.

11. The contractor shall provide to the National Bank photo identity cards and residential address of the staffs deployed by them.

12. The National Bank will not be under any liability to pay any compensation to the staff deployed by the Contractor for their sustaining any injury etc. while discharging the duties in the said premises. The contractor shall get the staffs posted for duty at the said premises, insured against accidents at its own cost.

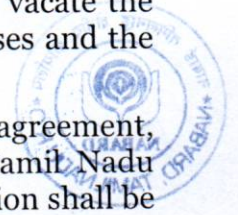
13. **Applicable Leave:-** Successful vendor shall ensure leave to the staffs as per Contract Labour Act, 1970. It shall be ensured that service personnel are given at least 04 days holidays in a month.

14. The canteen staff so provided shall endeavour to take all steps and precautions to prevent thefts, pilferage and other criminal acts in the said premises. The Contractor shall be liable to make good the loss suffered by the National Bank in this regard. National Bank shall be at liberty to recover the said amounts from the amounts payable to the contractor.

15. The National Bank shall, in the event of the contractor committing any breach of any of the terms and conditions of this agreement or if the services provided by the Contractor is considered to be unsatisfactory by the National Bank, be entitled to terminate this agreement by giving seven days' notice in writing and the Contractor shall not be entitled to any compensation for such termination.

16. On expiry of or early termination of the contract, the staffs shall vacate the said premises, without in any way causing any damage to the said premises and the property therein.

17. In case of any dispute or difference between the parties under this agreement, the same shall be referred to The Chief General Manager, NABARD, Tamil Nadu Regional Office, Chennai or to the person nominated by him and his decision shall be final and binding on the parties.







**Scope of Work (Part B) (Illustrative)**

1. Vendor/Service Provider is required to provide all kinds of catering services to the Staff Members/Officers/official visitors/guests/contract staff at NABARD Regional Office , No.48 M.G Road, Nungambakkam, Chennai-600034.

2. The required services are as under:

Sl.No.	Item	Service	Timings
1	Milk Tea/ Milk Coffee/Milk/Green tea (with or without sugar) – 150 ml per cup – Minimum two twice a day / person	Preparation and serving to the desks/cabins of staff/officers/ contractors	To officers/staff/contractors – 10.30 am and 3.00 pm From Monday to Friday.
2	Milk Tea/ Milk Coffee/Green tea (with or without sugar) – 150 ml per cup	Preparation and serving to the seats of officers/staff/ guests during meetings/ other occasions.	As and when required.
3	Buttermilk / Limejuice – 200 ml per cup	Preparation and supply to the seats of officers/staff/ guests during meetings/other occasions.	As and when required.
4	Various snacks/ other refreshments as per requirement from time to time.	To be procured from shops and supplied to the seats of officers/ staff / guests during meetings/other occasions.	As and when required.
5	Supply of water	Water from water purifier to be served for meetings	As and when required.

3. Quality specification - Tea/Coffee - Minimum 120 ml. of milk should be there per 150 ml cup. Fresh Milk of brands such as Aavin/Amul or equivalent must be used. Fresh Tea/ Coffee/ Green tea of premium brands such as Taj Mahal, Brooke Bond, Tata, Bru, Sunlight, Nescafe, Lipton or equivalent must be used. Fresh and pure limejuice/ buttermilk (with water from purifier) to be served.



4. For the purpose of serving Tea/Coffee/Green tea/Buttermilk/lime juice, the vendor shall prepare it at his own cost in the office. Raw materials is to be procured by the contractors and contractor should ensure procured items are of best quality.

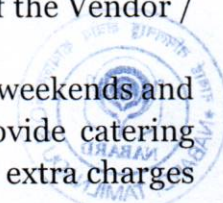
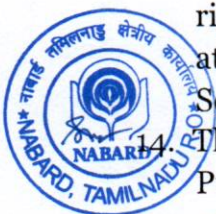
5. For the purpose of preparing Tea/coffee etc., NABARD will provide required space for kitchens / dining and crockeries / kitchen equipment and furniture in the





dining areas. NABARD will also provide water and electricity free of cost. The contractor will not be allowed to use induction cooktops and heaters. Cooking gas connection and stove shall be provided by NABARD. The cost of cooking gas refilling has to be borne by the contractor. While quoting rates, this aspect may specifically be taken into account.

6. The Vendor / Service Provider will source ingredients for the preparation, at their cost, as per the requirement as approved by NABARD, in NABARD's specified space in its premises and serve the same in designated dining area / cabins/ conference halls/seat of all staff members, in a hygienic manner. The Vendor / Service Provider shall not prepare or serve any other item without prior approval of NABARD.
7. NABARD shall settle the bills of the contractor on a monthly basis for the services indicated at sl.no.1 above at the rate awarded per cup for actual consumption of cups.
8. For arriving number of tea/coffee/green tea cups served to the officers/staff at sl.no.1 above, the attendance of the staff/officers as on the first day of each quarter shall be taken and intimated to the contractor. The Bank reserves the right to review this and make changes, if required and the contractor will be paid accordingly.
9. Snacks/other refreshments (at sl.no.2 to 4 above) – Payment will be made on actual basis against production of bills. A fixed amount of ₹150/- shall be paid to the contractor for procuring snacks from outside per meeting.
10. The bills for preparation/supply for meetings shall be settled on an ongoing basis upon submission of bills.
11. Vendors are advised to inspect the site/nature of service required in this regard and satisfy themselves before submitting their bids. However, no visits will be allowed after the pre – bid meeting. The 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.
12. The Vendor / Service Provider shall ensure that the food shall be good, wholesome and of high quality and the ingredients shall be branded. Moreover, before using the raw materials and other ingredients for cooking, the Vendor / Service Provider shall ensure their quality and wholesomeness.
13. NABARD through its authorised representatives shall have the authority to carry out tests and checks at their convenience, the raw materials, ingredients used for cooking, cooking arrangements and the finished products 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.
14. 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 the staff/Officials present on such days as per need. No extra charges shall be entertained.
15. NABARD reserve the right to change the above timings as and when required. Vendor / Service Provider will have to ensure that the timings changed by







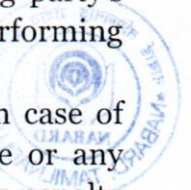
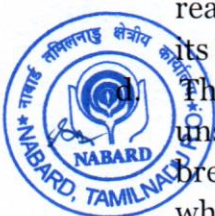
NABARD are adhered to.

16. In order to ensure delivery of timely and quality services, the Vendor / Service Provider is required to engage experienced and sufficient manpower for uninterrupted smooth services of different categories.
17. Kitchen Cleanliness and Hygiene:
  - a. The Vendor / Service Provider shall ensure that the tea/coffee/buttermilk/limejuice are prepared in the office kitchen. Highest standard of hygiene is to be maintained.
  - b. 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 required to ensure use of quality cleaning materials.
  - c. The vendor shall take full responsibility of cleaning and upkeep of entire lounge and dining area.
  - d. The Vendor / Service Provider has to ensure that every day before and after operations, the pantry / dining halls / dishes and all the crockery and cutlery are cleaned and kept in order before closing of the day.
  - e. 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.
18. The Vendor / Service Provider will be responsible for removal of the garbage and keeping the assigned premises neat and clean.
19. The staff should be properly dressed in uniforms in neat and tidy manner. They will also wear facemask, if advised by NABARD. They shall be courteous, well-mannered and attentive. They should be conversant with the tenets of the trade.
20. Vendor may provide uniforms to employees engaged by him at his own cost. No reimbursement shall be done by bank.

**21. Quality Assurance**

- a. The Vendor / Service Provider shall purchase and keep the raw materials stock of maximum 5 days required for the preparation of various items, including the controlled items of good quality at his own cost.
- b. 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.
- c. NABARD and the contractor shall be absolved of their liability in case of force majeure events i.e. unexpected circumstances outside of a contracting party's reasonable control that, having arisen, prevent it from or delay it in performing its contractual obligations.

The Vendor / Service Provider will ensure supply of quality items. In case of unsatisfactory / unhygienic quality of food items or lapses in service or any breakage / shortage in crockery/cutlery etc., 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. In case of continuous lapses on part of the contractor, NABARD shall reserve the right to







- terminate the contract at any time giving notice of one month.
- e. The kitchen will be under the constant supervision of NABARD and any lapse will be viewed seriously. Good quality branded raw materials are to be used for the preparation of food.
22. **Compliance:** The Contractor shall comply with the provision of Contract Labour (Regulation & Abolition) Act, 1970, the Contract Labour (Regulation and Abolition) Central Rules, 1971, Code on Wages, 2019, Employee State Insurance Act, 1948, Employees Compensation Act 1923, Employee's Provident Fund Act (Miscellaneous Provisions) 1952, Employer's Liability act 1938, Employment of Children Act 1938; Maternity Benefit Act 1961, and/or any other rules/regulations and/or statutes that may be applicable to them and as amended from time to time. Bank reserves the right to call for proof of such compliance whenever deemed necessary and the Contractor shall abide by the same. The Contractor shall be solely responsible for any violation of provision of the above mentioned legislative enactments or any other statutory provisions and shall further keep the Bank indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. In case of Contractor's failure to fulfill any of the obligations hereunder and / or under the said Acts/rules/ regulations/ or any bye-laws or rules framed under or any of these, the Bank shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payment and Security Deposit.
23. **Option Clause:** The tender rates shall be fixed and applicable for any increase up to 100% in the tendered quantities. The Employer can decrease any quantities to any extent as per requirements and the contractor will be paid the service charge only on the pro-rata basis calculation as indicated in the financial bidding. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account.





**SAFETY CONDITIONS OF THE CONTRACT**

As part of the contract, the contractor must satisfy the under-mentioned safety requirements and must ensure at all time that these are followed without any deviation.

1. Smoking and chewing pan/ tobacco/ gutkha / any other drugs, consumption of alcohol etc. are prohibited in the building.
2. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of his staff in the premises.
3. Staffs will not be allowed to stay overnight in the said premises after their duty hours and they will not be entitled to kitchen/Stay/housing facility in the said premises.
4. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.

**We/I agree to the safety conditions and to ensure compliance with the same fully.**

**Signature of the tenderer with seal and date:**







**FORM OF TENDER**

**Catering service at NABARD's Regional Office at Chennai**

Please Note: Works/Work here and elsewhere in the tender shall mean **Catering service at NABARD's Regional Office at Chennai.**

The Chief General Manager,  
National Bank for Agriculture and Rural Development,  
Tamil Nadu Regional Office,  
No.48, MG Road, Nungambakkam, Chennai-600034

Dear Sir

1. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said conditions of the Contract Agreement annexed thereto.

2. Our Bankers are: (i.)

(ii.)

3. Address of the firm : Tel. No:

Fax:

Email:

Mobile No(s):

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

Name of the person(s) authorised to sign the contract

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

iii) \_\_\_\_\_

4. Name of the partner(s) of the firm authorised to sign the contract

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



iii) \_\_\_\_\_



5. The names of the Partners/Directors of our firm are



- i) \_\_\_\_\_ ii) \_\_\_\_\_  
iii) \_\_\_\_\_

6. I / We have examined and understood the Scope of Works and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the tender invited by you.

7. I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.

8. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the rates quoted by me / us in the attached Bill of Quantities in all respects as per the Terms & Conditions and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.

9. I / We enclose herewith interest free Earnest Money Deposit receipts of (EMD) of **Rs.42,000/- (Rupees Forty two thousand only)** by e-payment and the sum shall be forfeited in the event of our withdrawal of Tender before expiry of the validity period of offer and / or in case of breach of contract in the event of our failure to execute the Contract when called upon to do so by accepting our Tender. I agree that EMD shall not bear any interest.

10. I / We agree to pay all Government (Central and State) Taxes such as trade tax, Excise Duty, Octroi, GST, Income 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.

11. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates or any other reasons whatsoever during currency of the contract period (i.e. up to 30.09.2025).

12. I / We have already executed pre-bid pre-contract Integrity Pact as per the proforma given in the tender document (as per relevant stamp act of the state).

- i)  
ii) iii)

NAME OF THE PERSON(S) AUTHORISED TO SIGN AND SUBMIT THE TENDER  
Documentary proof in respect of Letter of Authority / Power of Attorney enclosed  
along with the Tender.

**YOURS FAITHFULLY**



**(SIGNATURE OF THE TENDERER with Seal)**

**NAME AND ADDRESS OF THE TENDERER AND SEAL**

**DATE: PLACE:**







**Draft Articles of agreement**

***(To be drafted/Printed on a Rs.200 Stamp Paper by the L1 bidder only)***

**THIS AGREEMENT** is made at Chennai on this ..... day of

2023

**BETWEEN**

National Bank for Agriculture and Rural Development, a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Tamil Nadu Regional Office at No.48, MG Road, Nungambakkam, Chennai-600034, herein after referred to as "NABARD" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the ONE PART.

**AND**

Shri./M/s

.....(Individual/Proprietorship  
/partnership firm/Company) incorporated/registered under  
.....Act, ..... or R/o,.....and having its  
.....(place of business  
.....or Office) at  
.....hereinafter

referred to as 'Vendor' (which expression shall unless repugnant to the context meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS the NABARD is desirous of carrying out the work of **Catering Service at NABARD's Regional Office at Chennai** and has caused specifications describing the work to be done and prepared by Tamil Nadu Regional Office, NABARD, Chennai.

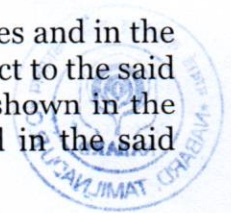
AND WHEREAS the Vendor has visited the site and fully understood the existing conditions of site for execution of work.

AND WHEREAS the Vendor has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable thereunder (hereinafter referred to as "the said contract amount").

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

1. In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the vendors shall upon and subject to the said conditions annexed, carry out, execute and complete the supply/work shown in the contract, described by or referred to in the schedule of quantities and in the said conditions.

2. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said







conditions and the documents contained herein.

3. The Scope of work and all the terms and conditions as enumerated in this tender is part and parcel of this agreement and binding on the parties. The vendor shall ensure that all items of work specified in the scope of work is attended to. In case of difference between the tender document and this agreement, the agreement will prevail.

4. This Agreement and documents mentioned herein shall form the basis of this contract.

5. NABARD reserves to itself the right of altering the nature/quantum of the work by adding to or omitting any items having portions of the same carried out without prejudice to this Contract.

6. The Vendor shall provide to NABARD a security deposit of Rs (Rupees Only) (Interest Free).

7. In case of breach of any terms and conditions attached to this contract, the Security Deposit of the Vendor will be liable to be forfeited by NABARD besides annulment of the contract.

8. In case any of the documents furnished by the Vendor is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract.

9. The NABARD shall pay the vendor the said contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

10. This contract is an item rate contract for the complete work to be paid for according to necessary installation carried out at site, at the rate contained in the Schedule of Rates or as provided in the said conditions.

11. All payments by the NABARD under this contract will be made only at Chennai.

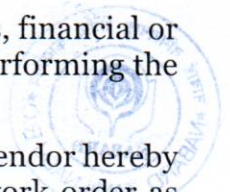
12. The Vendor shall afford every reasonable facility for carrying out all works of other Contractors employed by the Employer and shall make good any damage done to walls, floors, etc. after the completion of such works.

13. The Vendor 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 or their personnel on account of misconduct, omission and negligence by the Vendor or his staff.

14. The Vendor shall ensure proper conduct of its personnel in NABARD's premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

15. NABARD shall not be responsible for any damages, losses. Claims, financial or other injury to any person/s engaged by Vendor in the course of their performing the functions/works, or for payment towards any compensation.

16. Time shall be considered as the essence of this contract, and the Vendor hereby agrees to commence the work/ job on the next day of receipt of the work order as provided for in the said conditions and to complete the entire work within the time period prescribed below reckoned from the date of receipt of such work order subject







nevertheless to the provision for extension of time.

17. NABARD reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

**18. DISPUTE RESOLUTION**

(a) In case of dispute regarding the quality of work and product / unsatisfactory services etc., the final authority will rest with the Chief General Manager, NABARD, RO, Chennai and the same will be binding on the Vendor.

(b) In the event of any claim, difference, dispute or controversy and questions whatsoever arising between the parties under this agreement and subsequent agreement shall in the first instance, be attempted to be resolved between the parties themselves.

(c) If the dispute cannot be resolved through consultations between the Parties within 30 (thirty) days after 1(one) Party has served a written notice on the other Party requesting the commencement of such discussions, any Party may thereafter in writing, demand that the dispute be finally settled by an arbitration comprising of sole arbitrator mutually appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996 or any modifications thereof. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the parties to this Agreement and shall have prior experience as Arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Chennai. The language of arbitration shall be English.

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

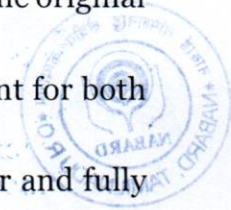
(e) Work under the contract shall be continued by the Vendor during the arbitration proceedings unless otherwise directed in writing by NABARD. No payment due, or payable by NABARD, to the Vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof

19. If the vendor becomes insolvent or found to have offered any bribe in connection with the contract or the Vendor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said security deposit and recover from the Vendor any loss suffered by NABARD on account of the contract being terminated.

20. This agreement is being executed in duplicate, NABARD shall keep the original and the Vendor shall keep the duplicate.

21. The Vendor shall bear the expenses for stamp duty on this agreement for both the original and the duplicate copy.

22. That the several parts of this contract have been read by the Vendor and fully understood by the Vendor.







IN WITNESS WHEREOF the NABARD and Vendor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

IN WITNESS WHEREOF the NABARD has set its hand to these presents through its duly authorized official and the Vendor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

**SIGNATURE CLAUSE:**

SIGNED AND DELIVERED BY the National Bank for Agriculture and Rural Development by the hand of.....

Signature

Name & Designation

**In the presence of.....**

Signature

Name & Address

Signed and sealed by the vendor by the

Hand of Shri/Smt. ....and duly constituted attorney. If the Vendor signs under its common seal, the signature clause should tally with the sealing clause in the articles of association. If the vendor is signing by the hand of power of attorney, then whether a company or individual to be specified:

Signature of the Vendor

Name of the authorized official Address:

In presence of Shri/Smt. ....

Signature

Name & Address







**Annexure-I**

**Specimen of Letter of Authorisation**

*(to be uploaded by bidder/tenderer on letter head)*

The Chief General Manager  
NABARD, Tamil Nadu Regional Office  
Chennai-34

Dear Sir,

**Subject: Letter of Authorisation**

We (name of the company) have submitted our bid for participating in Bank's Bid/Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for **catering services** NABARD's Regional Office at Chennai. We also confirm having read and understood the terms of Bid/Tender as well as the scope of work & requirements.

As per the terms of Bid/Tender, we nominate Mr. \_\_\_\_\_, designated as

of our company to participate in the bidding process. NABARD shall contact the above named official for any and all matters relating to the bidding process.

We, hereby confirm that we will honour the bids placed by Mr.

on behalf of the company in the bidding process, failing which we will forfeit the EMD. We agree and understand that NABARD may debar us from participating in future tenders for any such failure on our part.

Signature with company seal	
Name –	Name of Authorised Representative
Company / Organization –	Designation of Authorised Representative
Designation within Company / Organization –	Signature of Authorised Representative
Address of Company / Organization –	Verified by





Annexure II

Letter of Indemnity and Undertaking

(To be submitted by the successful bidder only)

To  
The Chief General Manager,  
National Bank for Agriculture and Rural Development Tamil Nadu Regional Office,  
No.48, MG Road,  
Nungambakkam, Chennai-600034. Sir

Sir

Subject: Letter of Indemnity and Undertaking

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to avail **catering services** at NABARD's Regional Office Chennai as per this tender and which are hereinafter for brevity sake referred to as **catering services**, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the \_\_\_\_\_ (contractor/bidder) hereby declare and certify that we are the rightful owners/ licensees of the said service offered to NABARD and that the sale of the said service to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said \_\_\_\_\_ (contractor/bidder) hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said \_\_\_\_\_ (contractor/bidder) hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents







and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

Yours faithfully

**(Name and Designation) of Authorized Official**







## **PART II (Financial Bid)**



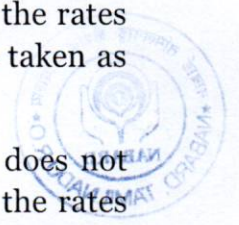




**PREAMBLE TO SCHEDULE OF QUANTITIES**

**The Canteen Service Contract at NABARD's Regional Office at Chennai**

1. Preamble to schedule of quantities form a part of schedule of quantities for contractual purpose and should be studied carefully prior to filling up the schedule of quantities.
2. Schedule of quantities supersedes Technical specifications, General and Particular conditions of Contract in case there are any discrepancies between any of these sections.
3. Items are described to the best possible extent in schedule of quantities. However, should there be any clarifications required about any item, the same should be done by the bidder prior to quoting final rate for a particular item. No claim for any unclear and missing information shall be entertained after opening of the financial bid and also once the contract is awarded.
4. Notes given in the Schedule of quantities should be read carefully before quoting the rates.
5. All quoted rates shall be inclusive of all taxes including goods and service tax, wages, etc. as per minimum wages Act etc. unless otherwise stated. No other claim whatsoever in this respect shall be entertained.
6. Income Tax, Works Contract Tax or any other Tax as applicable will be deducted from any payment due to the Contractors. The Contractor shall furnish necessary documentary evidence related to PAN and Certificate for Registration under Works Contract Tax/ Goods and Service Tax.
7. The Bank do not bind itself to accept the lowest or any tender and reserve its right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.
8. Before tendering, the tenderer shall assess himself the existing condition of the buildings and the site, level of the site and give due allowance in his item rate quotation for any provisions as necessary.
9. The tenderer should fill up rates both in figures and words. Rates should be filled in the Tender neatly and as far as possible, no correction shall be made. If there are differences in the rates indicated in words and figures or in the amount worked out by the tenderer, the following procedure shall be followed:
  - i. When there is difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the bidder shall be taken as correct.
  - ii. When the amount of an item is not worked out by the bidder or it does not correspond with the rate written either in figures or in words, then the rates







quoted by the bidders in words shall be taken as correct.

- iii. When the rates quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and not the amount.

**DECLARATION BY THE CONTRACTOR**

We/ I have read and understood all the instructions/conditions stated above and we / I accept all the above terms and conditions without any reservation. We/ I have taken in to account the above terms and conditions while quoting the rates.

Place:

Signature of Contractor (with Name and Seal)

Date:

Address:







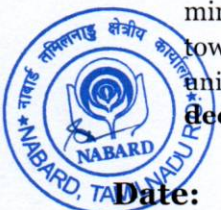
## Schedule of Quantities – Financial Bid

**(To be submitted in Financial Bid  
and Not under Technical Bid)**

S No	Items	Quantity	Quality	Estimated cups for the contract period (No.)	Maximum Rate per cup inclusive of all taxes/GST	Amount quoted (Inclusive of GST) (Rs.)
1	Milk Tea/ Milk Coffee/ Milk/Green Tea (with sugar or without sugar)	150 ml/cup	Tea/Coffee - Minimum 120 ml. of milk should be there per 150 ml cup. Fresh Milk of brands such as Aavin/Amul or equivalent must be used.  Fresh Tea/ Coffee/ Green tea of premium brands such as Taj Mahal, Brooke Bond, Tata, Bru, Sunlight, Nescafe, Lipton or equivalent must be used.	140000	Maximum rate per cup/glass - Rs.15/-	
2	Lime juice (with or without sugar) / Buttermilk	200 ml/glass	Fresh and pure limejuice/ buttermilk to be served.			
	Total Quoted (1)+(2)					
	Amount quoted in words Rupees_____					
	_____					
	_____ only)					

**Important Notes:**

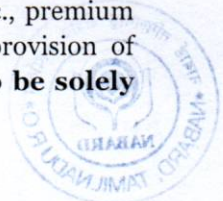
- Please see the 'scope of work' indicated in the tender before submitting the financial bid.
- The bills shall be settled on a monthly basis on the actual quantity of cups / glass per month @ rate of per cup/per glass charges.
- The rates thus quoted shall be valid for 2 years from 01 November 2023 to 31 October 2025.
- The rate quoted may include premium towards insurance cover for the workers employed, minimum wages payable for the workers, contribution to their PF, ESI, Bonus, etc., premium towards third-party insurance cover, other incidental administrative costs like provision of uniforms to workers, overheads, profits, TDS deductions, etc. **These costs are to be solely decided by bidder for the purpose of this quotation.**



**Date:**

**Place:**

**Signature of the tenderer with seal**







**Checklist of Items to be uploaded as part of tender in  
<https://nabard.eproc.in> portal**

1. Pre-Contract integrity Pact (To submitted in soft copy in the portal and hard copy to be submitted thereafter)
2. Duly signed and sealed copy of the tender document
3. Proof of EMD remitted.
4. Registration certificate/ Certificate of incorporation
5. GST registration certificate
6. Bank details/Cancelled cheque
7. Duly filled Proforma given in Section-I ,II, III,&IV
8. Work completion certificates and certificates for works in hand (work orders) certificate.
9. Turnover certificate attested by a Chartered Accountant
10. Audited financial statements for FY 2022-23, 2021-22, 2020-21
11. Specimen of Letter of Authorisation
12. Letter of Indemnity and Undertaking
13. Various licenses/certificates as indicated in the document

