

## Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	08-04-2022 17:00:00
<b>Bid Opening Date/Time</b>	08-04-2022 17:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	70 (Days)
<b>Ministry/State Name</b>	Ministry Of Finance
<b>Department Name</b>	Department Of Financial Services
<b>Organisation Name</b>	National Bank For Agriculture And Ruraldevelopment
<b>Office Name</b>	Nabard Bihar Ro Patna
<b>Item Category</b>	Canteen Service - Best Price on Fixed Menu Rate Model - Vegetarian, Non-Vegetarian, Veganism; Breakfast, Lunch, Snacks, Beverages; Inside Building Premises (exclusive for employees/ patients/ in house personnel)
<b>Contract Period</b>	1 Year(s) 11 Month(s)
<b>Minimum Average Annual Turnover of the Bidder</b>	5 Lakh (s)
<b>Years of Past Experience required</b>	3 Year (s)
<b>Past Experience of Similar Services required</b>	Yes
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>SHG Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Estimated Bid Value</b>	1100000
<b>Evaluation Method</b>	Total value wise evaluation

**EMD Detail**

Advisory Bank	AXIS BANK LTD
EMD Percentage(%)	4.00
EMD Amount	44000

**ePBG Detail**

Advisory Bank	AXIS BANK LTD
ePBG Percentage(%)	5.00
Duration of ePBG required (Months).	12

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

Manager

NABARD BIHAR RO PATNA, Department of Financial Services, National Bank for Agriculture and Rural Development, Ministry of Finance  
(Kameshwar Singh)

**Splitting**

Bid splitting not applied.

**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as

defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

#### **Additional Qualification/Data Required**

**Annual Turnover and Profit Requirement:**11 LAKH

**Number (up to 100%) of service provided in the past year to government agencies with minimum footfall.:**ONE

**Number (Up To 100%) Of contracts executed with business revenue of not less than xxx in A Single Contract To A Government Agency In The Past Three Years:**11 LAKH

**Minimum Years (Up To 5 Years) Of Experience in Related Field**5 YEARS

**Geographic Presence In States:**BIHAR

**Canteen Staff:**[1648040579.pdf](#)

**Distribution/ Serving Style:**[1648040582.pdf](#)

**Specifications of Food Consumables (Brand, specific mandi, supplier store, Vegetables, Cooking Essentials, Packaged foods, food ingredients, etc):**[1648040588.pdf](#)

**Menu Items:**[1648040591.pdf](#)

**Scope of Work:**[1648040618.pdf](#)

#### **Pre Bid Detail(s)**

<b>Pre-Bid Date and Time</b>	<b>Pre-Bid Venue</b>
04-04-2022 16:00:00	NABARD RO BIHAR

**Canteen Service - Best Price On Fixed Menu Rate Model - Vegetarian, Non-Vegetarian, Veganism; Breakfast, Lunch, Snacks, Beverages; Inside Building Premises (exclusive For Employees/ Patients/ In House Personnel) ( 85 )**

#### **Technical Specifications**

<b>Specification</b>	<b>Values</b>
<b>Core</b>	
Type of Diet	Vegetarian , Non-Vegetarian , Veganism
Type of Meal	Breakfast , Lunch , Snacks , Beverages

Specification	Values
Type of Canteen Space	Inside Building Premises (exclusive for employees/ patients/ in house personnel)
Electricity Charges	To be provided by Buyer
Cooking Gas Charges	To be provided by Service Provider
Water Charges	To be provided by Buyer
Basic Furniture	To be provided by Buyer
Canteen's Operational Days in a week	5 days a week
Cooking Equipments	To be provided by Buyer
Essential Crockery	To be provided by Buyer
Canteen Staff	To be provided by Service Provider
Distribution/ Serving Style	From single point - (canteen establishment)
Uniform for Canteen Staff	To be provided by Service Provider
Display Shelf	To be provided by Buyer
Smart Vending Machines	To be provided by Buyer
<b>Addon(s)</b>	
<b>Additional Details</b>	
Canteen End Time	18:30
Canteen Start Time	08:30

#### Additional Specification Documents

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Total No of Employees/ Individuals/ Footfall to be served per day	Additional Requirement
1	Kameshwar Singh	800001, Maurya Lok Complex, Block "B", 4th and 5th Floor, Dak Bungalow Road, Patna	85	<ul style="list-style-type: none"> <li>• Total Canteen Space (In Sqft) : 3000</li> <li>• Monthly License Fee : 500</li> <li>• Duration in Months : 23</li> <li>• Working Days in a Month : 22</li> </ul>

## Buyer Added Bid Specific Terms and Conditions

### 1. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address NABARD REGIONAL OFFICE 4TH AND 5TH FLOOR B BLOCK MAURYALOK COMPLEX DAK BUNGLOW ROAD PATNA-800001.

### 2. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 3. Generic

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

### 4. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

### 5. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

### 6. Generic

**Consortium:** In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

### 7. Generic

Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

### 8. Generic

**End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

### 9. Generic

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

### 10. Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

- (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
- (i) Inhibit the desires and designed function of the equipment.
  - (ii) Cause physical damage to the user or equipment during the exploitation.
  - (iii) Tap information resident or transient in the equipment/network.
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

11. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

12. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

13. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

14. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

15. **Generic**

**Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

16. **Generic**

WORLD BANK TERMS AND CONDITIONS: Special Terms and Conditions as defined by world bank at [click here](#) will also be applicable. APPLICABLE ONLY IN CASE OF WORLD BANK FUNDED PROJECTS.

17. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

18. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

19. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

20. **Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

21. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

22. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name NATIONAL BANK FOR AGRICULTURAL AND RURAL DEVELOPMENT Account No. NABADMN25 IFSC Code NBRD0000002 Bank Name NABARD Branch address HEAD OFFICE MUMBAI.  
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

23. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT Account No. NABADMN25 IFSC Code NBRD0000002 Bank Name NABARD Branch address HEAD OFFICE MUMBAI.  
Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

24. **Financial Criteria**

**NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.

25. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

26. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

27. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

28. **Service & Support**

The Service Provider is required to have at least 10 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditons stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**