



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/4738885 Dated/दिनांक : 05-03-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-03-2024 19:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-03-2024 19:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance	
Department Name/विभाग का नाम	Department Of Financial Services	
Organisation Name/संगठन का नाम	National Bank For Agriculture And Ruraldevelopment	
Office Name/कार्यालय का नाम	Odisha Regional Office Bhubaneswar	
ltem Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Semi- skilled; Others; maintenance and cooker	
Contract Period/अनुबंध अवधि	2 Year(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	7 Lakh (s)	
Years of Past Experience Required for same/similar service/उर्न्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No	

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Estimated Bid Value/अनुमानित बिड मूल्य	1840952.5
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	18000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No

(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./जेम की शतों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Asst. Manager Odisha Regional Office Bhubaneswar, Department of Financial Services, National Bank for Agriculture and RuralDevelopment, Ministry of Finance (Mangulu Charan Naik)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes	
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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Details of the Competent Authority for MSE

Name of Competent Authority	Dr. S.K.K. Mishra
Designation of Competent Authority	CGM
Office / Department / Division of Competent Authority	NABARD
CA Approval Number	1
Competent Authority Approval Date	01-03-2024
Brief Description of the Approval Granted by Competent Authority	No Splitting of services under Annual Maintenance Contract for housekeeping services (VOF/VEF/Medical flat maintenance) at Quarters of NABARD Odisha Regional Office Premises, Nayapalli Bhubaneswar may be allowed, and hence, no purchase preference may be given to MSE in this regard.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : View Document

 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.
 Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (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.

3. 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.

4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years: 1 similar work during last 7 years (ending 31.03.2023) with annual contract value (costing individually) not less than Rs.7.50 lakh

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years: 3 similar work during last 7 years (ending 31.03.2023) with 04 manpower at least

Geographic Presence: Office registration certificate:The bidder should have registered office at Odisha preferably at Bhubaneswar or nearby areas.

Scope of work & Job description: 1709642954.pdf

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act: $\underline{1709643040.pdf}$

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue	
11-03-7074 11.00.00	DPSP, NABARD Odisha Regional Office, Ankur Nayapalli, bhubaneswar751015.	

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Others; Maintenance And Cooker (3)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Skill Category	Semi-skilled	
Type of Function	Others	
List of Profiles	maintenance and cooker	
Educational Qualification	Not Required	
Specialization	Not Required	
Post Graduation	Not Required	
Specialization for PG	Not Applicable	
Experience	3 to 7 Years	
State	NA	
Zipcode	NA	
District	NA	
Addon(s)/एडऑन		

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Mangulu Charan Naik	751015,NABARD, ODISHA REGIONAL OFFICE, ANKUR 2/1, NAYAPALLI, CIVIC CENTRE, BHUBANESWAR	3	 Minimum daily wage (INR) exclusive of GST : 709 Bonus (INR per day) : 0 EDLI (INR per day) : 2.88 EPF Admin Charge (INR per day) : 2.88 Optional Allowances 1 (INR per day) : 0 Optional Allowances 2 (INR per day) : 0 Optional Allowances 3 (INR per day) : 0 Estimated Number of Overtime Hours per Resource per Month : 0 Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 ESI (INR per day) : 23.08 Provident Fund (INR per day) : 69.23 Number of working days in a month : 26 Tenure/ Duration of Employment (in months) : 24

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्त

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. 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. <u>Click here</u> to view the file

3. 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.

4. Service & Support

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

5. Service & Support

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

6. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

7. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

NABARD Account No. NABADMN05 IFSC Code NBRD000002 Bank Name NABARD Head Office Branch address Mumbai

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Appendix-VI

RECIPROCAL NON-DISCLOSURE AGREEMENT

rmitted assigns of the one part.

AND M/s..... having its registered office at

Hereafter referred to individually as a "Party" and collectively as the "Parties". For purposes of this Agreem ent, the party receiving Confidential Information (as defined herein below), shall be referred to as the "Rec eiving Party" and the party providing the Confidential Information shall be referred to as the "Disclosing Par ty".

WHEREAS, is *inter alia* engaged in the business of provision of various information technology services, c onsultancy and outsourcing services worldwide.

AND WHERAS, NABARD is engaged in the activities as provided under the NABARD Act, 1981

To facilitate such items of work, certain Confidential Information (as defined below) will be required to be s hared between the Parties.

AND WHEREAS, The parties wish to protect any such Confidential Information in accordance with the terms and conditions of this agreement (the "Agreement").

NOW, THEREFORE, in consideration of receipt of Confidential Information it is agreed as follows:

Definition of "Confidential Information" - "Confidential Information" means any information disclosed to, re ceived by, otherwise accessed by or coming to the knowledge of any Party to this Agreement that: by its c haracter or nature or by the circumstances in which it is disclosed/received/ assessed/or it came to knowle dge, such that a reasonable person under like circumstances would treat it as confidential; or Is designated by the disclosing party as confidential or identified in terms connoting its confidentiality; or The disclosing p arty considers confidential.

And includes but is not limited to, the following types of information and other information of a similar natur e (whether or not reduced to writing):

discoveries; concepts; software in various stages of development; designs; drawings; specifications; techni ques; models; data; source code; object code; documentation; processes; procedures; know-how; marketin g techniques and materials; marketing and development plans; customer names and other information rela ted to customers, price lists, pricing policies and financial information;

Confidential Information also includes information disclosed to the Receiving Party by third parties on behal f of the Disclosing Party.

Information not categorized as "Confidential Information".

The obligation imposed, under this Agreement, on Receiving Party shall not apply to information which:

- Receiving Party can demonstrate by prior existing records, was within Receiving Party's legitimate posses sion prior to the time of disclosure.
- was within the public domain prior to disclosure, or comes into the public domain through no wrongful act, fault, negligence or breach of this Agreement on the part of the Receiving Party.
- is independently developed by the Receiving Party without reference to or reliance upon Confidential Infor mation of the Disclosing Party.

Is or becomes lawfully available to Receiving Party on a non-confidential basis from an independent sourc e who is free to divulge such information.

Restriction on Disclosure

• Except as otherwise expressly permitted under this Agreement, Receiving party shall not:

· disclose, duplicate, copy, transmit or otherwise disseminate in any manner whatsoever any Confidential I

nformation of the Disclosing Party;

- use the Confidential Information of the Disclosing Party (i) for Receiving Party's own benefit or that of any third party, (ii) to the Disclosing Party's detriment, or (iii) for any purpose other than for achieving the Purp ose commercially exploit any Confidential Information of the Disclosing Party;
- acquire any right in, or assert any lien against, the Confidential Information of the Disclosing Party; or
- Refuse for any reason to promptly return all Confidential Information of the Disclosing Party if requested t o do so.

Permitted Disclosures

- Receiving party is permitted to: disclose relevant aspects of the Disclosing Party's Confidential Informatio
 n to the Receiving Party's directors, officers, employees, consultants, attorneys and auditors solely to the e
 xtent necessary for achieving the Purpose; provided, that before disclosing any Confidential Information of
 the Disclosing Party, all persons or entities receiving Confidential Information shall be bound by obligations
 of confidentiality towards the Receiving Party consistent with the terms of this Agreement
- The Receiving Party shall do everything reasonably possible to preserve the confidentiality of the Confidential tial Information including execution of a confidentiality agreement with the persons or entities receiving Confidential Information to the satisfaction of the Disclosing Party.
- · All such Confidential Information shall be labelled as confidential.
- Disclose relevant aspects of the Disclosing Party's Confidential Information if legally compelled or required to disclose any Confidential Information of the Disclosing Party in connection with any legal or regulatory pr occeedings. In such case, the Receiving Party will immediately notify the Disclosing Party so as to allow the Disclosing Party a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure or waive compliance with the terms of this Agreement.
- Disclose relevant aspects of the Disclosing Party's Confidential Information with the prior written consent of the Disclosing Party.

Effects of Unauthorized Disclosure

- The Receiving Party will be liable for the acts and omissions of, and any unauthorized disclosure or use of Confidential Information by, any person or entity that received Confidential Information from or through the Receiving Party.
- Each Party acknowledges and agrees that the misappropriation or misuse of Confidential Information of th e other Party will result in irreparable and continuing damage to the other Party for which there may be no adequate remedy at law, and in the event of such a breach, the other Party shall be entitled to legal as well as equitable relief, as appropriate, including but not limited to an injunction, in addition to any moneta ry relief.
- The Receiving Party will promptly report to the Disclosing Party any disclosures of Confidential Information otherwise than as permitted by this Agreement and any breaches in security that may affect the Disclosing Party or its Confidential Information of which it is aware and will specify the corrective action to be taken.

Return of documents

- Upon written demand by the Disclosing Party, the Receiving Party shall:
- Return to the Disclosing Party all Confidential Information supplied which the Receiving Party has in his po ssession or under his control;
- · Destroy or have destroyed all copies received or made of the Confidential Information; and
- Promptly thereafter provide a certificate signed by an officer of the Receiving Party

certifying compliance with the obligations point (a) and (b) above.

Term

This Agreement shall commence from the date set forth above and expire with the termination or expiratio n of the AMC Contract, unless earlier terminated in writing by both Parties. The obligations under this Agre ement shall survive and continue for a period of 7 years beyond any termination or expiration of this Agree ment.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. Any and all disputes arising out of or in connection with this Agreement shall be settled by the courts in Bhubaneswar, India.

Miscellaneous

No failure or delay by the Disclosing party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, reme dy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any ot her right, remedy or power.

This Agreement shall not be assignable or transferable by either Party without the written consent of the ot her Party.

This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the Parties with respect to the subject hereof. No waiver or modi fication of this Agreement will be binding upon either Party unless made in writing and signed by a duly aut horized representative of each Party.

In the event that any of the provisions of this Agreement shall be held by a Court or other tribunal of comp etent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representative of each P arty on the day and year first above written.

Bу	:
Na	me:

Title:

NABARD

By: Title:

Date:

Witnesses:

1.

2.

9. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

10. 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

NABARD Account No. NABADMN05 IFSC Code NBRD000002 Bank Name NABARD Head Office Branch address 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.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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 specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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 <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditons stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते 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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के लिए तभी पात्र होगा

जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---