



National High Speed Rail Corporation Limited
(A Joint Venture of Government of India and Participating State Governments)

**HIRING OF 4 NOS OF TEA /COFFEE VENDING MACHINES
AND SUPPLY OF TEA/COFFEE MATERIALS /
CONSUMABLES FOR NHSRCL CORPORATE OFFICES**

Tender No. NHSRCL/CO/ADMIN/TEA/2020/08

March-2020

**National High Speed Rail Corporation Limited
Asia Bhawan, Second Floor
Road No 205, Sector-9 Dwarka
New Delhi-110077**



NOTICE INVITING TENDER (NIT)



National High Speed Rail Corporation Limited
(A Joint Sector Company of Govt. of India and Participating State Governments)



NHSRCL/CO/ADMIN/TEA/2020/08

09/03/2020

NOTICE INVITING TENDER

Sub: Hiring of 4 Nos of Tea/Coffee Vending Machines and Supply of Tea/Coffee Materials/ Consumables for NHSRCL Corporate Offices

1. **National High Speed Rail Corporation Limited (NHSRCL)**, Asia Bhavan, Second Floor, Road No 205, Sector-9, Dwarka, New Delhi-110077, invites open tender under single stage two packet system for the following works:

| S. No | Name of Work | Last Date & Time of Bid submission | Earnest Money Deposit (Rs.) | Completion Period |
|-------|---|------------------------------------|--|-------------------------|
| 1 | Hiring of 4 Nos of Tea/Coffee Vending Machines and Supply of Tea/Coffee Materials/ Consumables for NHSRCL Corporate Offices | Upto 15.00 Hrs on 27.03.2020 | Rs.10,000/- (Rupees Ten Thousand only) | Twenty-Four (24) months |

2. To participate in the Tender, Tender documents can be purchased during 11.03.2020 (11:00 hrs.) to 26.03.2020 (17:00 hrs.) on all working days from the office of the National High Speed Rail Corporation Limited, New Delhi. The tender documents shall be given only to the person authorized in writing by your firm/ company. Cost of tender document shall be INR 1,180/- (Rupees One Thousand One Hundred and Eighty only) inclusive of GST @18%, which is non-refundable. This amount should be paid in the form of Pay Order/Demand Draft payable in favour of M/s National High Speed Rail Corporation Limited payable at New Delhi. Tender received without Tender Document Cost in specified form is liable to be summarily rejected. The GSTIN Certificate of the Bidder purchasing the tender document shall be submitted at the time of purchase of the tender documents.
3. Tender Documents can also be downloaded from NHSRCL website <https://www.nhsrcl.in> & <https://eprocure.gov.in/epublish/app>. The bids can be submitted on the downloaded document along with a separate demand draft of INR 1,180/- (Rupees One Thousand One Hundred and Eighty only) towards the cost of Tender documents at the time of submission of Bid, in a separate envelope marked "Cost of Tender documents", failing which the offer is liable to be summarily rejected.
4. Bids must be accompanied by Bid Security of INR 10,000/- (INR Ten Thousand only) in the form of DD/ Pay Order as specified in Clause 11 of Instruction to Tenderer in the Tender documents and shall have to be valid for 45 days beyond the last date of validity of the bid.
5. No pre-bid meeting is planned for this tender.
6. NHSRCL may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on website <https://www.nhsrcl.in> & <https://eprocure.gov.in/epublish/app> at any time before the closing time of tender. This shall be the responsibility of the prospective bidders to check the web site for any such corrigendum/addendum at the time of closing time of tender and ensure that bid submitted by them are in accordance with all the corrigendum/addendums. Suitable time extension (not less than 3 days beyond the (of last amendment) for submission of bids will be granted.



7. Completed tender documents sealed in an envelope super-scribing the name of work, name and address of the Bidder, shall be submitted at NHSRCL's office at address in Para 1 above on or before 15.00 hrs. on 27.03.2020. Tender duly sealed in the prescribed manner above can also be sent through Registered Post/Courier so as to reach at the office address given in para 1 not later than 15.00 hrs. on 27.03.2020. Any tender received late shall be rejected and returned to the bidder unopened. Earnest Money Deposit should be submitted in the form of Pay Order/Demand Draft payable in favour of M/s National High Speed Rail Corporation Limited payable at New Delhi. Tender received without Earnest Money Deposit shall be summarily rejected. The Technical bids will be opened on the same day at 15.30 hrs.
8. NHSRCL reserves the right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reasons thereof.
9. Bidder may note that they are liable to be disqualified at any time during the tendering process in case any of the information furnished by them is not found to be true. The decision of NHSRCL in this regard shall be final and binding.
10. In case the bidder is registered as a vendor under the category of Micro, Small and Medium Enterprises (MSME), he must state his Udyog Aadhaar Memorandum (UAM) number. The onus of proving that the bidder is exempted from payment of cost of tender document and/or EMD lies on the Bidder. In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by NHSRCL as a valid bid. If later, it is discovered from the submitted documents that bidder is not exempted from payment of cost of tender and/or EMD, his bid shall be treated as non-responsive.
11. The validity of the offer shall be 90 days from the date of opening of the tender.

S/d-
Officer on Special Duty
National High Speed Rail Corporation Ltd.
2nd Floor, Asia Bhawan, Road No. 205
Sector-9, Dwarka, New Delhi-110077



SECTION-1

INSTRUCTIONS TO TENDERER (ITT)



SECTION-1: INSTRUCTIONS TO TENDERER (ITT)**A GENERAL****1 Scope of Bid**

- 1.1 In connection with the works indicated in the Notice Inviting Tender, National High Speed Rail Corporation Limited (NHSRCL), hereinafter referred to as the 'Employer', issues these Bidding Documents for the work as specified in NIT.
- 1.2 Throughout these Bidding Documents:
- a) the term "in writing" means communicated in written form and delivered against receipt;
 - b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - c) "day" means a calendar day.
 - d) "week" means a period of seven days.
 - e) "month" means calendar month
 - f) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
 - g) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and
 - h) the word "tender" is synonymous with "bid", and "tenderer" with "bidder" and the words "tender documents" with "bidding documents".

2 Source of Funds

- 2.1 The required funds have been sourced by NHSRCL.

3 Corrupt Practices

- 3.1 Bidders should observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:
- a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - b) will recognize a Bidder or Contractor as ineligible, to be awarded a contract if it, at any time, it is determined that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract of NHSRCL; and
 - c) will recognize a Contractor as ineligible to be awarded a contract if the Contractor or a Subcontractor, who has a direct contract with the Contractor, is debarred by the Ministry of Railways on the date of submission of bid. The list of debarred firms and individuals is available at the Ministry of Railways website.
- 3.2 If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contract and expel him from the Site. Should any employee of the Contractor be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent or coercive practice during the execution of the work then that employee shall be removed.

For the purposes of this Sub-Clause:

- a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the contract execution; and
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the Contract to the detriment of the borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition.

4 Eligible Bidders

- 4.1 The bidder shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / company / Registered Society / Registered Trust etc. The bidder(s) shall enclose the copies of the constitution of their concern, and copy of PAN Card along with their tender. Bids in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, trust or society, as the case may be.
- 4.2 In case bidder is other than sole proprietorship firm, following documents shall be submitted by the bidder:
 - a) Partnership Firm: The bidder shall submit
 - i. a copy of Partnership Deed and
 - ii. Power of Attorney
 - b) Company registered under Companies Act 2013: The bidder shall submit
 - i. The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company; and
 - ii. Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
 - c) LLP (Limited Liability Partnership) Firm: If the tender is submitted on behalf of a LLP Firm registered under LLP Act-2008, the bidder shall submit along with the tender
 - i. a copy of LLP Agreement,
 - ii. a copy of Certificate of Incorporation; and
 - iii. Power of Attorney/Authorisation issued by the LLP Firm in favour of the individual to sign the tender on behalf of the LLP Firm and create liability against the Firm.
 - d) Registered Society & Registered Trust: The bidder shall submit
 - i. a copy of the Certificate of Registration,
 - ii. Deed of Formation; and
 - iii. Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- 4.3 If it is not mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm/ Partnership firm / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- 4.4 After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust/ Registered Society etc. shall be neither asked nor considered, if submitted.

- 4.5 The Employer will not be bound by any change in the composition of the firm made subsequent to the submission of tender. The Employer may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 4.6 The bidder whether sole proprietor, a company or a partnership firm registered society / registered trust etc. if they want to act through agent or individual partner(s), should submit along with the tender, power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized representatives, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

5 Participation of Joint Venture (JV)/ Consortium:

- 5.1 The bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or Company. Violation of this condition is liable to a Bidder's disqualification. Joint venture (s)/ Consortium (s)/ Association (s) cannot participate in this tender.

B CONTENTS OF BIDDING DOCUMENT

6 Sections of Bidding Document

- 6.1 The Bidding Document consists of following Sections.

Notice Inviting Tender (NIT)
Section-1 Instructions To Tenderer (ITT)
Section-2 Eligibility and Qualification Criteria (EQC)
Section-3 Bidding Forms
Section-4 Conditions of Contract
Section-5 Technical Specification
Section-6 Contract Forms
Section-7 Bill of Quantities (BOQ)

- 6.2 The Employer is not responsible for the completeness of the Bidding Document and their Addenda/Corrigenda, if they were not obtained directly from the source stated by the Employer in the clause 2 & 3 of NIT.
- 6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

7 Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall seek clarification from the authority as mentioned under NIT by sending the queries in writing. The Employer will respond in writing to any request for clarification, provided that such request is received on the address mentioned in NIT before date and time mentioned in NIT. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under Clause 8 of ITT.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, subject to condition that the Bidder, its personnel, and agents will hold Emplc harmless and also indemnify it and its personnel and agents from and against



liability in respect thereof, and shall be solely responsible for death or personal injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred during or as a result of such inspection.

- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the NIT. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing and send to the authority as mentioned in NIT, to reach the Employer not later than the date and time of Pre-Bid meeting as stipulated in the NIT.
- 7.6 Minutes of the pre-bid meeting, if any, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be made available on the NHSRCL website <http://www.nhsrcl.in> and CPP Portal. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to Clause 8 of ITT and not through the minutes of the prebid meeting.
- 7.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8 Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Employer may, whether at its own initiative, or in response to a clarification requested by a firm, amend the bid by issuing Addendum/Corrigendum to Bidding document. The issued Addendum and Corrigendum should be considered as part of Bid Documents.
- 8.2 Any Corrigendum/Addendum/Reply to Bidder's Queries shall be part of the Bidding Document. Corrigendum/Addendum/Reply to Bidder's Queries shall be uploaded on NHSRCL website <http://www.nhsrcl.in> and CPP Portal without informing the name of the Bidder.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to Clause 13 of ITT.

C PREPARATION OF BIDS

9 Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10 Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate and authenticated translation of the relevant passages in English in which case, for purposes of interpretation of the Bid, such translation shall govern.

D SUBMISSION AND OPENING OF BIDS

11 Earnest Money Deposit:

11.1 Submission of EMD:

The bidder must furnish the Earnest Money Deposit as indicated in 'Notice Inviting Tender' for the work as specified failing which the tender shall be summarily rejected. The Earnest Money may be in any one of the following forms:

- a) Pay Order/Demand Draft of any Scheduled Bank in India (except Cooperative Bank) in favour of National High Speed Rail Corporation Limited payable at New Delhi. It is mandatory for bidders to provide their bankers details (name of bank and branch) along with their own bank details (account no., name of account holder, NEFT / RTGS details) as per Form-4.
- b) Employer shall not be liable for any interest on the Earnest Money Deposit.
- c) In case the bidder is registered as a vendor under the category of Micro, Small and Medium Enterprises (MSME), he must state his Udyog Aadhaar Memorandum (UAM) number. The onus of proving that the bidder is exempted from payment of cost of tender document and/or EMD lies on the bidder. In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by NHSRCL as a valid bid. If later, it is discovered from the submitted documents that bidder is not exempted from payment of cost of tender and/or EMD, his bid shall be treated as non-responsive.

11.2 Forfeiture of Earnest Money:

The Earnest Money Deposit of the bidder shall be forfeited if he withdraws his tender after opening of the tender during the period of tender validity specified in the "Notice Inviting Tender" or extended validity period as agreed to in writing by the bidder.

The Earnest Money Deposit shall be forfeited as per the reasons given in tender documents, which are as under:

- a) if a Tenderer/Bidder withdraws its Bid during the period of Bid validity
- b) if a Tenderer/Bidder misrepresents or omits the facts in order to influence the procurement process;
- c) if the successful Tenderer/Bidder fails to:
 - (i) sign the Contract in accordance of tender terms and conditions;
 - (ii) accept the correction of its Bid Price;
- d) if the affidavit submitted by the Tenderer/Bidder or its constituents in or any of the declarations of Form of Bid submitted by the Bidder has been found to be false at any stage during the process of Bid evaluation.

11.3 Return of Earnest Money Deposit:

- a) The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract.
- b) The Earnest Money Deposit of the successful bidder shall be dealt as under:

The Bid Security of successful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract.

12 Submission of bid:

12.1 Bids shall be submitted in three envelopes, namely;

- (i) Earnest Money Deposit
- (ii) Technical Bid
- (iii) Financial Bid

The envelopes shall mention name of assignment and content of envelope (Technical Bid/Financial Bid/EMD) at the top, and the name of the submitting bidder at the left hand corner of the envelope. The bids shall be submitted in the enclosed formats.

- 12.2 These three envelopes shall be sealed in a large envelope. This envelope shall mention name of assignment at the top and the name of the submitting bidder at the left hand corner of the envelope.
- 12.3 Earnest Money Deposit shall be kept in a separate sealed envelope. In case, separate envelope carrying suitable EMD is not found in the large envelope, technical bid of such bidders shall not be opened. Any tender not accompanied by acceptable Earnest Money Deposit will be summarily rejected as non-responsive.
- 12.4 The Technical bid shall comprise of duly filled and signed forms under Section-3: Bidding Forms i.e. Form-1 (Technical Bid) along with all enclosures, Form 3 & 4 and signed Technical specification (Section-5). In case all the documents in support of eligibility criteria mentioned in Form-1 (Technical Bid) are not found enclosed in the technical bid envelope, the bid shall be summarily rejected as non-responsive and financial bid of such bidders shall not be opened. All Technical documents like literature, catalogues, etc., if any, shall be placed in the same sealed cover of technical bid. The technical bid shall not indicate particulars of the Financial bids otherwise the bids shall be liable to be rejected.
- 12.5 The Financial bid shall comprise of duly filled Form-2 (Financial Bid) under Section 3: Bidding Forms along with duly filled Bill of Quantities (BOQ) under Section-7.
- 12.6 Each page of bid should be numbered and signed by the authorized signatory with the seal of the Bidder. Further, any cutting, addition or overwriting on any page of the bid, shall be clearly marked and signed by the authorized signatory.
- 12.7 A Power of Attorney duly notarized by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity, shall be submitted.
- 12.8 Sealed Bids should be either dropped in the Tender Box placed at Employer's Reception or sent by registered post at the address mentioned in NIT so as to reach on or before by the date and time as mentioned in NIT. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or E-mail will not be considered.
- 13 Deadline for Submission of Bids**
- 13.1 The tender duly filled must be received by Employer at address specified not later than the date and time as mentioned in the "Notice Inviting Tender".
- 13.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with Clause 8 of ITT, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 13.3 Any tender received later than the deadline prescribed for submission of tender by Employer shall be rejected.
- 13.4 Any Tender received after opening of the tender shall be rejected and returned unopened to the bidder.
- 14 Late Bids:** Any tender received by the Employer after the deadline prescribed for submission of tenders will be returned unopened to the bidder.
- 15 Transfer of Tender Documents:** Transfer of Tender documents purchased by one intending bidder to another bidder is not permissible. Bidder can submit tender only on the documents purchased by him.
- 16 Time and date for opening of bids:** The bids will be opened as per the date, time and place mentioned in NIT. Only Technical Bids will be opened on this date. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Employer. The Bidders may depute their representatives, c

authorized in writing, to attend the opening of Bids. This opening of bids will not be postponed due to non-presence of representative of the bidder.

- 17 Rejection of bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction, unsigned bids shall be summarily rejected and may lead to forfeiture of EMD. Conditional/part tenders will also be rejected.
- 18 Validity of bids:** The prices quoted in the Bids shall remain valid for 90 days from the last date of submission of the Bids.
- 19 Bid Tender Amount, Taxes and duties:**
- 19.1 The Bidder shall quote separately, the base price of Goods & services, and applicable taxes and duties. The base price of Goods & services shall be firm and final. No escalation whatsoever shall be payable. GST shall be paid as per actual.
- 19.2 The bidder should note that monthly hiring charges for the tea/coffee vending machine shall be payable by the Employer to the bidder is based on the monthly Supply of Tea/Coffee Materials/Consumables payments excluding taxes (as per items stated in the Financial bid) as per the slab payment mentioned in Financial bid.
- 20 Evaluation of Bid:**
- 20.1 All bidders who have submitted the requisite EMD and fulfill Eligibility cum Qualification criteria are eligible for opening of their financial bid. The Employer shall notify all qualified Bidders to attend the opening of the financial proposal. The financial proposal will then be opened in the presence of the Bidders/their representatives who choose to attend the opening.
- 20.2 The bidder should quote price as per the details provided at Financial Bid. Where there is a discrepancy between quoted rate and amount derived, the quoted rate will govern. Also, where there is a discrepancy quoted figures and words, the quoted words will govern.
- 21 Clarification of Tenders:**
- 21.1 To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the bidders for any clarifications as considered essential both for Technical and Financial Bid. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on bidder.
- 22 Right to accept any Bid or reject all Bids**
- 22.1 Employer reserves the right to accept, split, divide, negotiate, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action.
- 23 Award of Contract:**
- 23.1 Subject to Clause 20, the Employer will award, the Contract to the Bidder, who meet Eligibility and Qualification criteria and whose tender is substantially responsive, complete and in accordance with the tender documents, and whose Evaluated Price is determined to be the lowest. However, the Employer is not bound to accept the lowest evaluated Bid or any other Bid that the Employer may received.
- 23.2 Employer/ officer in-charge shall notify the successful Bidder in writing by a Registered Letter/ Courier/ Speed Post/ FAX or per bearer that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to Contractor in consideration of the execution, completion, maintenance ; guarantee of the works by the Contractor as prescribed by the Cont

(hereinafter and in the Conditions of Contract called 'the Contract Price'). The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within 3 days of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Bidders.

- 23.3 Letter of Acceptance (LOA) after signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer / Officer-in-charge and the Contractor till such time the contract agreement is signed. The contract agreement is to be signed within 10 days from the date of issue of LOA.



SECTION-2

ELIGIBILITY AND QUALIFICATION CRITERIA (EQC)



SECTION 2: ELIGIBILITY AND QUALIFICATION CRITERIA:

The Bidder must conform to the eligibility criteria as described below and shall submit all relevant documents in support of their eligibility claims, failing which the bid would be summarily rejected:

- i. The firm / bidder shall be Delhi/NCR based Authorized Distributor/Supplier/Franchise of Nestle (Nescafe)/ Hindustan Unilever (Bru)/ Lipton/ Knorr/ Te-A-Me/ Coffee Day or equivalent. The bidder should have its main / Head / Corporate Office/ Shop / Establishment in Delhi/NCR.
- ii. Average annual financial turnover of the Bidder during the last three Financial Years, ending 31st March 2019 should be Rs. 11.10 Lakh. As a proof of support, duly filled **FORM 3** certified by the Chartered Accountant /Company Auditor/ Statutory Auditor shall be submitted along with Bid submission.
- iii. The Bidder should have experience of having successfully completed similar works in any department of Central Govt. or Central autonomous body or Central PSUs or any department of State Govt. or State autonomous body or State PSUs, Multi-National Companies, any Corporate during last Seven Years ending previous day of last date of submission of tender:
 - a) One similar work that has been satisfactorily and substantially* completed each costing not less than Rs 18.50 Lakh
(or)
 - b) Two similar work that has been satisfactorily and substantially* completed each costing not less than Rs 14.75 LakhSimilar works means Installation of Tea/Coffee vending machines and supply of tea/ coffee materials/ consumables. The bidder should submit documentary proof of the works executed to substantiate the similar work experience.
* Substantial completion shall mean 80% or more payment received with respect to original contract value.
- iv. The Bidder should have Goods and Service Tax (GST) registration. The bidder should submit documentary proof of Goods and Service Tax (GST) registration letter.
- v. The Bidder shall have not been black listed/debarred by any department of Central / State Government/ PSU in last 5 years. The Bidder shall file a self-declaration that they have not been black listed/debarred by any department of Central / State Government/ PSU in last 5 years.

Note:

The Bidder shall attach self-attested photo copies of the above documents along with his bid.



SECTION-3
BIDDING FORMS



FORM-1**TECHNICAL BID**
(ON THE LETTER HEAD OF BIDDER)**Tender for Hiring of 4 Nos of Tea/Coffee Vending Machines and Supply of Tea/Coffee Materials/Consumables for NHSRCL Corporate Offices.****Tender No.: NHSRCL/CO/ADMIN/TEA/2020/08**

To,

Officer on Special Duty
National High Speed Rail Corporation Limited
Asia Bhawan, Second Floor
Road No 205, Sector-9 Dwarka
New Delhi-110077

Sir,

I/We hereby declare that I/We have read & understood all the terms & conditions mentioned in the Tender inviting letter and I/We undertake myself/ourselves to abide by them. I/We further, declare that all the information given below is true.

| | |
|---|---------------|
| Full name of the Bidder | |
| Complete Address | |
| Name of Proprietor / Partners / Directors | |
| Contact Number | |
| Registration Number (enclose proof) | |
| PAN Number, (attach copy of PAN Card) | |
| GST Number (enclose a copy) | |
| Bank Account Details | (Encl Form-4) |

I further declare that my/our Firm has never been blacklisted / debarred by any department of Central / State Government/ PSU in last 5years.

Enclosures with technical bid:

1. Power of Attorney duly notarized by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity.
2. Proof of office in Delhi/ NCR
3. Copy of PAN card.
4. Copy of valid Goods & Service Tax.
5. Copy of Completion certificates/ Substantial completion certificate to substantiate the desired experience as per EQC.
6. Details of Financial credential (Annual turnover) (as per Form-3).
7. Details of payment through "NEFT/RTGS" system (as per Form-4).

(Signature of Bidder)

Place:

Name:

Date:

Designation:



FORM-2

FINANCIAL BID

(ON THE LETTER HEAD OF BIDDER)

Tender for Hiring of 4 Nos of Tea/Coffee Vending Machines and Supply of Tea/Coffee Materials/Consumables for NHSRCL Corporate Offices.

Tender No.: NHSRCL/CO/ADMIN/TEA/2020/08

To,

Officer on Special Duty
National High Speed Rail Corporation Limited
Asia Bhawan, Second Floor
Road No 205, Sector-9 Dwarka
New Delhi-110077

Sir,

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or has been blacklisted / debarred by any department of Central / State Government/ PSU in last 5years, nor any criminal case registered against them / the firm. I/We further undertake to report to National High Speed Rail Corporation Limited, New Delhi immediately if any such action is taken in future against the Firm / Proprietor / Partners / Directors.
3. I/We further confirm that the quoted price is as per the Scope of the work covered under Conditions of Contract and Technical Specification.
4. Financial Bid - For Hiring of 4 Nos of Tea/Coffee Vending Machines and Supply of Tea/Coffee Materials/Consumables for NHSRCL Corporate Offices, our rates excluding GST are as follows: -

Enclosure: Section-7: Bill of Quantities. (duly filled)

(Signature of Bidder)

Place:

Name:

Date:

Designation:



FORM-3**FINANCIAL CREDENTIALS OF BIDDER**

| S. No. | Financial Year | Annual Turnover (Rs.) |
|--------|----------------|-----------------------|
| 1. | 2018-19 | |
| 2. | 2017-18 | |
| 3. | 2016-17 | |

Note:

- The Bidder is not required to submit any document as documentary evidence along with the Bid. All information furnished in this Form shall be certified by the Chartered Accountant /Company Auditor/ Statutory Auditor.

Bidder's Representative:

Signature :
 Name :
 Position :
 Date :.....
 Company :.....

Company stamp

Chartered Accountant /Company Auditor/ Statutory Auditor

Signature :
 Name :
 Position :
 Date :.....
 Company :.....
 Company stamp
 Membership No.....
 Address
 Contact No
 Email ID.....

FORM-4

**FORMAT FOR PAYMENT THROUGH “NEFT/RTGS” SYSTEM
AGENCY/VENDOR PAYMENT**
[On Letterhead of the Firm/ Bidder]

| Sr. No. | Name of Party | Detail given by Agency/ Vendor |
|---------|-----------------------|--------------------------------|
| 1 | Work/Supply order No. | |
| 2 | Date | |
| 3 | Name of Bank | |
| 4 | Address | |
| 5 | Name of Bank Branch | |
| 6 | Address | |
| 7 | Place | |
| 8 | Account Number | |
| 9 | MICR Code | |
| 10 | IFS Code | |
| 11 | Mobile No (for SMS) | |
| 12 | E-Mail ID | |
| 13 | PAN Number | |
| 14 | GST No. | |

Note: -

-Please attached Xerox copy of 1st page of pass book (Containing account number, name of account holder, branch name) and Xerox of one blank cheque (for IFS code) to ensure the prompt payment.

Signature of AUTHORISED SIGNATORY along with Seal / Stamp



SECTION-4
CONDITIONS OF CONTRACT



SECTION-4: CONDITIONS OF CONTRACT

- 1 Description of work:** Hiring of 4 Nos of Tea/Coffee Vending Machines and Supply of Tea/Coffee Materials/Consumables for NHSRCL Corporate Offices.
- 2 Scope of work:** Contractor should provide and install Four (4) new tea and coffee vending machines at NHSRCL Corporate offices at New Delhi. Contractor will be required to install Tea/Coffee Vending Machines and supply of Tea/Coffee Materials/Consumables at two (2) different offices located within New Delhi.
- The contractor has to complete the installation of Four (4) Coffee/Tea vending machine within 15 days from the date of LOA unless the period is extended by mutual agreement. Two machines will be installed at each location.
 - The machine should be a new and good working condition.
 - The contractor should maintain vending machine in good working condition. AMC for the tea and coffee machine is in the scope of the contractor.
 - Supply of Tea and Coffee materials/consumables as per the requirement.
 - The consumables must be branded and Old/sub-standard/re-used/ open seal Material will be returned and Contractor shall have to replace such material on his own expenses.
- 3 Payment terms:**
- The contractor has to maintain the records of machine maintenance and duly signed delivery challans of material / consumables by Employer's authorized official should be sent to Employer along with monthly bill. The frequency of the billing of the contractor will be once in a month. The monthly payment after deductions, if any, will be released by Employer within 15 days of submission of Tax invoice.
 - The invoice shall be raised in favor of "National High Speed Rail Corporation Limited".
 - Payment will be released through RTGS/NEFT/IMPS in the name of Contractor.
- 4 Security Deposit:** The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 10% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the NHSRCL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- Note: After the work is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.
- 4.1 Refund of Security Deposit:** Security Deposit mentioned in sub clause (4) above shall be returned to the Contractor after Final Payment of the Contract.
- 4.2 Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 12 (a), (b) of Conditions of Contract, the Security Deposit already with NHSRCL under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 12 (c) of Conditions of Contract, the Security Deposit shall not be forfeited.
- 4.3** No interest shall be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.
- 5 Indemnity Bond:** The Contractor shall submit an indemnity bond, indemnifying Employer from the following, on a stamp paper of Rs. 100 duly signed by the authori



signatory within 10 working days from the date of work order, and before commencement of work at site:

- a) Any third party claims, civil or criminal complaints /liabilities, site mishaps, fire hazards and other accidents including death of any person/s or dispute and /or damages occurring, or arising out of any mishaps at site due to his/his employee/representative fault or negligence.
 - b) All claims, demands, actions, proceedings, losses, damages, liabilities, cost, charges, expenses or obligations that are occasioned to or may occasion to the Contractor as a result of nonpayment of any statutory dues levied/Taxes e.g. leviable on the Contractor or the Contractor committing breach of any of the rules, regulations, orders, directives, instructions that may be issued by any authority under the Central Government/State Govt. or any statute or law for the time being in force.
 - c) Any damages, loss, death or expenses due to or resulting from any negligence or breach of duty on his/his employee/representative part.
- 6 Obligations by Employer:** Electricity, Water and operational & storage space at Employer premises shall be provided by Employer free of cost. However, the Employer does not guarantee the continuity of electricity & water supply and no compensation whatsoever shall be allowed on this account.
- 7** The Contractor shall provide, at his own cost, all materials, tools, equipment's, appliances, required for proper execution of the work.
- 8 Variation in Quantities:** The quantities shown against the various items are approximate. Any increase or decrease in the quantities shall not form the basis for alteration of the rates quoted and payment shall be made as per the actual quantity and rates are remain same during the currency of the contract.
- 9** The Contractor shall supply the fresh material / consumables upto the satisfaction of Employer. A random check will be conducted by authorised officials of Employer to inspect the quality and quantity of the material / consumables. If at any point of time it is observed that the Firm has supplied stale/sub-standard material/consumables, the same shall lead to deduction of amount or levy of penalty as deemed fit by Employer.
- The Contractor shall attend machine rectification, technical complaint calls and get it repaired on urgent basis within 3 hours of lodging complaint and to supply standby machine, if required.
- 10** The contract will be awarded for a period of Two year. However, extension for a further period as per the requirement will be considered at the same rate, terms and conditions, subject to satisfactory performance.
- 11 Liquidated damages:** The Contractor shall be liable to pay liquidated damages as compensation for an amount equal to 0.25% of the contract price of the whole work for every day's delay in providing service but not exceeding 10% on the Accepted Contract price.
- 12 Termination of contract:** The Employer shall have the right to terminate this Contract in part or in full in any of the following cases, if: -
- a) The service of Tea/Coffee machine is not available for more than 7 days for the reasons attributable to the Contractor.
 - b) The Contractor is declared bankrupt or becomes insolvent or supplies sub-standard material/consumables.
 - c) For any other reasons which is in the opinion of NHSRCL warrants cancellation of contract award.

In case the contractor fails to fulfill its obligations as per the award letter/contract agreement, Employer would be entitled to forfeit the Security Deposit.



- 13 Settlement of disputes:** Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties.
- If amicable settlement cannot be reached all the disputed issues shall be resolved by Managing Director (NHSRCL) and his decision shall be final.
- 14 Governing Law & Jurisdiction:** This contract shall be governed by the Conditions of Contract and Laws of India and the courts at Delhi shall have exclusive jurisdiction to try and disputes arising hereunder.
- 15 Jurisdiction of Court:** All disputes arising out of the processing of offers and of the work order / letter of intent so made shall be subject to the jurisdiction of Delhi High Court, Delhi.



SECTION-5 TECHNICAL SPECIFICATIONS



SECTION-5: TECHNICAL SPECIFICATIONS

1. Contractor should provide and install Two (2) new tea and coffee vending machines at each of NHSRCL Corporate offices at 2 locations.
2. The Contractor should maintain vending machine in good working condition. AMC for the tea and coffee machine is in the scope of the Contractor.
3. Supply of Tea and Coffee materials/consumables as per the requirement.
4. The Contractor shall maintain sufficient stock of various items such as branded milk, tea, coffee, soup, cold tea sachets, tea bags, sugar, paper cups, beakers /stirrer etc. so as to meet Employer's requirement. The Contractor shall not be permitted to stop supplying any item for any reason.
5. All products to be supplied should be of good quality & as per the approval of Food & Drug Administration and strictly within hygiene form.
6. If any of the consumables / material supplied is not found in good condition / unhygienic or expiry date or short supply, the same is liable to be rejected and returned. No payment shall be made on this account for the said rejected materials.
7. The Employer shall provide a space for installation of vending machines and storage of material etc. to the Contractor at free of cost during the period of contract. The Employer shall provide water, electricity, fridge and operational space to the Contractor for the sole purpose of operating vending machine.
8. The Contractor shall maintain the proper record for supply of material / consumables in duplicate for every trip / requisition separately. The record slip should be got signed by the user with time and date. In no case, duty slip without signature will be accepted in support of the bill for payment unless specifically intimated in advance by Employer.
9. The maintenance/repair of Tea/Coffee/Soup vending machine supply of standby vending machine within 3 hours in case of major fault, shall be the responsibility of the Contractor. The Employer will not entertain any request for any type of payment in this regard.
10. It should be ensured that there is no overwriting in the records slips. In no case, records slip without signature will be accepted for payment and if it is found so, the amount will be disallowed.
11. The corrective/ Breakdown Maintenance is to be carried out any time during 24hrs x365 days inclusive of all Sundays & Holidays.
12. For every maintenance or servicing work progress, Contractor shall prepare a work progress report, signed by Contractor's service Engineer and Employer staff. First copy of it will be handed over to Employer and second would be retained by Contractor's service engineer.

(Signature of Bidder)

Place:

Name:

Date:

Designation:



SECTION-6
CONTRACT FORMS



ANNEXURE-1

LETTER OF ACCEPTANCE

[Insert letterhead paper of the Employer]

[Insert date]

To: *[Insert name and address of the Contractor]*

- 1) This is to notify you that your Bid dated *[insert date]* for *[insert name of the Contract and identification number as given in the Notice Inviting Tender]* for the Accepted Contract Price of the equivalent of *[insert amount in words and figures]* as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by the Competent Authority.
- 2) The time schedule under this contract shall be Twenty- Four months from date of issue of this LOA.
- 3) Senior Manager (Operations & General Admin)/ NHSRCL of this organization will be Officer in charge for this contract. You are requested to contact Senior Manager (Operations & General Admin)/ NHSRCL for further necessary action.
- 4) This letter of acceptance is being sent in two sets. You should return one copy of it duly signed by you on all pages indicating "Unconditional Acceptance" thereof so as to reach the undersigned within one week of the receipt of this letter.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Employer: _____

Attachment: Contract Agreement



ANNEXURE-2**CONTRACT AGREEMENT**

THIS AGREEMENT made the *[insert day]* day of *[insert month]*, *[insert year]*, between *[insert name of the Employer]* (hereinafter "the Employer") of the one part, and *[insert name of the Contractor]* (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as *[name of the Contract]* should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - 2.1 the Letter of Acceptance;
 - 2.2 the Record of Meeting on Contract Negotiation, if any;
 - 2.3 the Addenda and Corrigenda;
 - 2.4 the Letter of Financial Bid;
 - 2.5 the Letter of Technical Bid,
 - 2.6 Conditions of Contract;
 - 2.7 Technical Specification;
 - 2.8 Any other documents forming part of the Contract
- 3 For the purpose of interpretation, the priority of the listed documents shall be in accordance with the above listed order.
- 4 In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to Design, execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 5 The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS, whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of INDIA on the day, month and year specified above.

Signed by

for and on behalf of the Employer

in the presence of

Witness, Name, Signature, Address, Date

Signed by

for and on behalf the Contractor

in the presence of

Witness, Name, Signature, Address, Date



SECTION-7
BILL OF QUANTITIES (BOQ)



SECTION 7: BILL OF QUANTITIES (BOQ)

Sub: For Hiring of 4 Nos of Tea/Coffee Vending Machines and Supply of Tea/Coffee Materials/ Consumables for NHRCL Corporate Offices

A. Supply of Tea/Coffee Materials/Consumables:

| S. No | Details of Products | Brand Used | Units | Monthly Quantity | Rate per Unit (INR) | Monthly Amount (INR) | Amount For 24 months (INR) |
|-------|---------------------|---|---------------------------------|------------------|---------------------|----------------------|----------------------------|
| a | b | c | d | e | f | g=exf | h=gx24 |
| 1. | Coffee Bean | Coffee day/ Bru/ Granules n Beans | Kg | 40 | | | |
| 2. | Plain Tea | Tetley/ Lipton/ Taj Mahal/ Brooke Bond/ Organic India/ Granules n Beans/ Coffee Day | Packet (200 dips * 1.9/ 2 gm) | 50 | | | |
| 3. | Cardamom Tea | Tetley/ Lipton/ Taj Mahal/ Brooke Bond/ Organic India/ Granules n Beans/ Coffee Day | Packet (25 dips *2 gm) | 70 | | | |
| 4. | Ginger Tea | Tetley/ Lipton/ Taj Mahal/ Brooke Bond/ Organic India/ Granules n Beans/ Coffee Day | Packet (25 dips *2 gm) | 60 | | | |
| 5. | Masala Tea | Tetley/ Lipton/ Taj Mahal/ Brooke Bond/ Organic India/ Granules n Beans/ Coffee Day | Packet (25 dips *2 gm) | 60 | | | |
| 6. | Lemon Tea | Tetley/ Lipton/ Taj Mahal/ Brooke Bond/ Organic India/ Granules n Beans/ Coffee Day | Packet (25 dips *2 gm) | 50 | | | |
| 7. | Green Tea | Tetley/ Lipton/ Brooke Bond / Organic India/ Granules n Beans/ Coffee Day | Packet (100 dips * 1.3/ 1.4 gm) | 22 | | | |
| 8. | Tomato Soup | Ching's/ Knorr/ Batchelors/ Nestle/ Coffee Day | Packet (500 gm) | 24 | | | |

| | | | | | | | |
|-----|--|---|---------------------|-------|--|--|--|
| 9. | Good quality heavy Paper cups (150 ml) | - | Per piece | 15000 | | | |
| 10. | Wooden Stirrers | - | Packet (1000 piece) | 20 | | | |
| 11. | Sugar Sachets | - | Kg | 90 | | | |
| 12. | Base Price (Total 1 to 11) | | | | | | |
| 13. | GST as Applicable | | | | | | |
| 14. | Grand Total (Base Price + GST) | | | | | | |

B. Hire Charges of Vending Machine

| S. No | Monthly supply of Tea/ Coffee materials/ Consumables payments excluding Taxes | Monthly Hire Charges per Machine (Rs.) |
|-------|---|--|
| 1 | Upto 5000 | 2,000 |
| 2 | 5001 to 10000 | 1,200 |
| 3 | 10001 to 15000 | 800 |
| 4 | Above 15001 | Free of Charge |

Note:

1. The above mentioned quantities are tentative in nature and may vary as per demand/season. Any increase or decrease in the quantities shall not form the basis for alteration of the rates quoted and payment shall be made as per the actual quantity and rates shall remain same during the currency of the contract.
2. The rates and prices quoted in the Bill of Quantities shall be filled in with indelible ink or be type-written. The person authorized to sign on behalf of the Bidder shall sign in full with the date at the bottom of all pages of BOQ.
3. The bidder should note that monthly hiring charges for the tea/coffee vending machine shall be payable by NHSRCL to the bidder is based on the monthly Supply of Tea/Coffee Materials/Consumables payments excluding taxes (as per items stated in the Financial bid) as per the slab payment stated in Para B of Section-7: Bill of Quantities.
4. Hiring charges is inclusive of AMC charges.
5. The above quoted rates will remain firm valid for a period of Two years.

(Signature of Bidder)

Place:

Name:

Date:

Designation: