



आरईसी पावर डिस्ट्रीब्यूशन कम्पनी लिमिटेड
REC POWER DISTRIBUTION COMPANY LIMITED
(A wholly owned subsidiary of REC Ltd., a 'Navratna CPSE' under Ministry of Power, Govt. of India)
CIN No. RECPDCL-U40101DL2007GOI165779

Corporate Office: 4th Floor, KRIBHCO Bhawan, A-10, Sector-1, Noida, Gautam Budh Nagar-201301 (UP)
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NOTICE INVITING TENDERS (NIT) FOR PROVIDING TEA/COFFEE/SOUP VENDING MACHINE SERVICES at RECPDCL Corporate office, Noida

No. RECPDCL/Admin./Tea/Coffee/Soup/e-Tender/2019/3843 Dated:20.11.2019

REC Power Distribution Company Limited
(A wholly owned subsidiary of REC, a 'Navratna CPSE'
Under the Ministry of Power, Govt of India)
Corporate office
Plot No. A-10, 4th Floor,
KRIBHCO Bhawan, Sector-1, Noida-201301.
Tele Fax : 0120-4383768
Website : www.recpdcl.in

Description of task, Pre-qualifying criteria, e-tender submission format and procedure is available on RECPDCL website (www.recpdcl.in), REC website (www.recindia.com), Central Publication Portal (www.eprocure.gov.in)

Important Dates for E- Tendering mode	
Date of Release of NIT	20.11.2019
Pre-bid meeting	22.11.2019 at 11:00 hours
Last date of submission of Tender	26.11.2019 upto 15:00 hrs.
Date of Opening of Tender	26.11.2019 at 15:30 hrs.
Date of opening of Financial Bid	To be intimated later

-Sd-
(Bhupender Gupta)
Addl. CEO

[This document is meant for the exclusive purpose of Agency/Company against this bid and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued]

INDEX

Sr. NO.	SECTION	PARTICULAR	PAGE NO.
1	SECTION –I	TENDER INFORMATION	3
2	SECTION –II	INSTRUCTIONS TO THE BIDDERS	4
3	SECTION –III	SUBMISSION OF BID	5
4	SECTION –IV	ELIGIBILITY CRITERIA	8
5	ANNEXURE –I	GENERAL TERMS & CONDITIONS OF THE CONTRACT	12
6	ANNEXURE –II	SPECIAL TERMS & CONDITIONS OF THE CONTRACT	16
7	ANNEXURE –III	TECHNO-COMMERCIAL BID	20
8	ANNEXURE –IV	FINANCIAL BID	22
9	ANNEXURE-V	PERFORMANCE BANK GUARANTEE	23
10	ANNEXURE –VI	MSME VENDER PROFILE FORM	24
11	ANNEXURE –VII	UNDERTAKING TOWARDS NOT BEING BLACK-LISTED	25

SECTION-I **TENDER INFORMATION**

Name of the assignment: "**FOR PROVIDING TEA/COFFEE/SOUP VENDING MACHINE SERVICES at RECPDCL Corporate office, Noida**"

Important information

Sl. No.	Event	Information to the agencies
1	Date and Time of Release of e-Tender	20.11.2019
2	Last Date & Time for online Submission of Tender	26.11.2019 Up-to 15:00 hours
3	Date of Opening of Tender response	26.11.2019 at 15:30 hours
4	Tender Document	The details can be downloaded free of cost from the websites www.recpdcl.in (or) portal.recpdcl.in (or) www.recindia.com (or) www.eprocure.gov.in (or) www.tenderwizard.com/REC
5	EMD #	Rs.5000/-
6	Address for Bid submission	Shri Bhupender Gupta, Addl. CEO REC Power Distribution Company Limited., Plot No.-A-10, 4th Floor, KRIBHCO Bhawan, Sector-1, Noida-201301, India. Telefax : 0120-4383768, 0120-4383778/0120-4383783 Email-admin.delhi@recpdcl.in
7	Contact Person	Shri. Sumit Kumar Singh, Asst. Mgr. (Engg.) REC Power Distribution Company Limited (RECPDCL) Telefax: 0120-4383768, 0120-4383764 Email- admin.delhi@recpdcl.in

- **# The EMD (Earliest Money Deposit)** is to be submitted by all the participating bidders in the form of demand draft of an amount of Rs.5,000/- (Five Thousand only) of any schedule Indian bank in favour of REC Power Distribution Company Limited, Payable at New Delhi .The EMD of unsuccessful bidder will be returned within 90 days from the contract and EMD of successful bidder will also be returned after acceptance of work order and submission of PBG (Performance Bank Guaranty) i.e. 10% of the Contract Value.
- The bid shall remain valid for a period of 90 days from the last date of bid opening.

SECTION-II

Instructions TO Bidders

4.1 Submission of Bid

Bidder shall submit their responses online through e-tendering website www.tenderwizard.com/REC

A. The submission and opening of Bids will be through e-tendering process.

Bidders can download Bid document from the RECPDCL web site i.e. <http://www.recpdcl.in> or portal.recpdcl.in or www.recindia.com or eprocure.gov.in and e-tendering regd. link is given in RECPDCL website i.e. www.tenderwizard.com/REC

***Note:** To participate in the e-Bid submission, it is mandatory for bidder to have user ID & Password. For this purpose, the agency has to register them self with REC through tender Wizard Website given below. Please also note that the agency has to obtain digital signature token along with signing & encryption for applying in the Bid. In this connection vendor may also obtain the same from tender Wizard.*

Steps for Registration

- (i) Go to website <http://www.tenderwizard.com/REC>
- (ii) Click the link 'Register Me'
- (iii) Enter the details about the E-tendering as per format
- (iv) Click 'Create Profile'
- (v) E-tender will get confirmation with Login ID and Password

B. Steps for application for Digital Signature from Bid Wizard:

Download the Application Form from the website <http://www.tenderwizard.com/REC> free of cost. Follow the instructions as provided therein. In case of any assistance you may contact RECPDCL officers whose address is given at the Bid.

Bids to be submitted through online mode on website www.tenderwizard.com/REC in the prescribed form.

SECTION-III (Submission of Bid)

e-TENDER FOR EMPANELMENT OF VENDOR FOR PROVIDING TEA/COFFEE/SOUP VENDING MACHINE SERVICES AT RECPDCL CORPORATE OFFICE, NOIDA

TENDER DOCUMENT

REC Power Distribution Company Limited (RECPDCL), a wholly owned subsidiary of REC Limited, a Navratan CPSE, under Ministry of Power, a Government of India Enterprise, invites open e-Bids for empanelment of vendor for providing Tea/Coffee/Soup services for a period of one year. The contract period is extendable for another two years on satisfactory performance and mutual consent on same terms & conditions on yearly basis. The bidders are required to quote through **online mode only** as per the Terms and conditions as indicated in Annexure-I & II, respectively. Format for techno commercial bid is placed at Annexure-III and that of financial bid is at Annexure-IV, Annexure-V (Performance Bank Guarantee), Annexure –VI (MSME Vender Profile Form) and on Annexure –VII (undertaking towards not being black-listed).

Submission of bid:

1. Bidders are hereby requested to submit their bids in the following format:-
 - a) **EARNEST MONEY (EMD)** to be sealed in a separate envelope superscribed as “Earnest Money” for “**Empanelment of Vendor For Providing Tea/Coffee/Soup Vending Machine services at RECPDCL Corporate office, Noida**”
 - b) As per directives of Ministry of Micro, Small and Medium Enterprises and Small Scale Industries, the **bidders registered as MSME / SSI / NSIC are exempted from submission of EMD**. Such bidders shall upload the valid registration certificate along with other required documents.
 - c) **TECHNICAL BID & FINANCIAL BID are to be submitted through online mode only on website** www.tenderwizard.com/RECPDCL. No other mode of submission of bid shall be accepted under any circumstances.
2. The Earnest Money envelope addressed to DGM (Admin), REC Power Distribution Company Limited, 4th Floor, Sector-1, KRIBHCO Bhawan, Noida-201301 shall be dropped in the tender box, marked with name of work and placed at the reception counter, 4th floor of RECPDCL Office on or before due date & time specified in the bid.
3. Opening of Earnest Money & Technical Bids would take place simultaneously on the date & time of bid opening in the presence of the intending bidders or their Authorized Representatives who may wish to be present.
4. The 'Technical Bids' received and opened shall then be evaluated by the Evaluation Committee of RECPDCL as per the Eligibility Criteria as mentioned under clause 17.0 of this document.

5. RECPDCL at a scheduled date and time will open the 'Financial Bids' of all the technically qualified Bidders. The intimation of date & time of the opening of 'Financial Bid' shall be informed separately through e-mail or fax to such bidders.
6. RECPDCL does not own any responsibility if the bids are not submitted within due date and time as per requirement.
7. EMD Envelope received after the due date and time or if submitted to any other place other than that mentioned above, shall not be considered and would be liable to be rejected without assigning any reason whatsoever. RECPDCL shall not be responsible for late receipt of the EMD Envelope submitted by any Bidder. The bidders may depute their authorized representatives at the time of opening of the bid.
8. RECPDCL reserves the right to extend the deadline for submission of bids by issuing an amendment in which case all rights and obligation of the RECPDCL and the bidders previously subject to the original deadline will then be subject to the new deadline.
9. Bidder, before submitting quotations, should clearly understand RECPDCL's requirements and in case any information/clarification is required, bidder may visit RECPDCL office during working days (Monday to Friday between 9.30 a.m to 4.30 p.m). It may be noted that no clarification/information, after closure of the last date of receipt of quotation, would be entertained.
10. Withdrawal or modification of a bid after submission of bids may result in the forfeiture of the EMD.
11. Documents to be enclosed offline & online:
 - a. **Through offline mode:**
 - (i) **Earnest Money** of Rs.5,000/- : Demand Draft/Pay Order of required amount of Earnest Money issued in favour of "REC Power Distribution Company Limited" payable at Delhi required to be placed. Following information should be marked on the face of the sealed envelope:

Name of Party.....

Tender No.....

Earnest Money Amount.....Issuing Bank..... Date.....
 - (ii) Copies of the other supporting documents like annual turnover during the last four Financial years, experience, PAN, GST etc.
 - b. **Through online mode only:**
 - (A) **Technical Bid:** The following Documents scanned images (preferably in pdf format) signed by the Authorized Signatory to be uploaded with the on-line Technical Bid (these documents need not be digitally signed):
 - (i) Techno-Commercial Bid (as per format given in Annexure-III)

- (ii) Documents regarding average annual turnover during the last four financial years ending March 2019 as per "Eligibility criteria" clause no. 17 of bid document.
- (iii) Other Documents required as per "Eligibility Criteria" clause no. 17 of bid document.
- (iv) PAN & GST No.

(B) Financial Bid: Financial bid as per enclosed Format in Annexure – IV.

12. The e-bids will be received up to 16:00 hrs on last date of receipt of bids. e- Technical bids of bidders who have submitted the requisite EMD will be opened on the same date at 16:30 hrs in the presence of the representatives of the bidders present.
13. The EMD of the bidder shall be forfeited
 - a) If the bidder withdraws the bid during the period of bid validity
 - b) In case of successful bidder fails to accept letter of award within the stipulated period mentioned in letter of award, besides forfeiture of EMD, bidder shall not be considered for participation in any bidding process for next three years in RECPDCL.
14. The EMD of successful bidder shall be returned after submission of performance bank guarantee as per PBG clause mentioned below and shall only be discharged after three months of successful completion of the contract. The EMD of unsuccessful bidders will be returned after completion of bidding process and award of work. No interest or any other cost will be payable by the Owner on the Bid Security.
15. The Bidder should inspect the locations where machine have to be installed before filling in and submitting the tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.
16. The bid shall remain valid for a period of three months from the date of opening of the bids. Which can be extended for another three month on mutual consent.

SECTION -IV

17. ELIGIBILITY CRITERIA

- a. Average annual turnover of the bidder should not be less than Rs. 3.5 lakh during the last four financial years viz. 2015-16, 2016-17, 2017-18 and 2018-19.

Please upload the copy of balance sheets or certificate as certified by authorized CA indicating the turn-over of the company for the last four financial years contain the CA UDIN Number.

- b. The Bidder should have single work order of Tea/Coffee/Soup vending machine in any organization of repute located in Delhi/NCR region with minimum 4 Lakh Rupees value of services OR minimum two work orders of Tea/Coffee/Soup vending machines in two organization of repute located in NCR region with at least 2.5 Lakh Rupees value of services in each office during last four financial years and have provided the tea/coffee/soup to the employee.

PI uploads the copy of the letter of award or completion certificate from the client.

- c. Bidder should have valid PAN and GST no.

Please upload the copy of PAN & GST Number.

- d. If bidder is registered with Micro & Small enterprises.

Please upload Copy of valid registration certificate and fill the MSME vendor profile form as per Annexure-VI.

- e. The bidder should not be black listed or banned for business by any Public Sector undertaking / Govt. Department/ MNC/ Pvt. Limited companies in India or abroad.

Please upload Undertaking regarding not having black listed/banned by signed authorized signatory, as per Annexure - VII enclosed.

- f. The Norms for Startups Medium Enterprises in Public Procurement regarding Prior Experience-Prior Turnover criteria will be relaxed vide O.M. No 1(2)(1)/2016-MA Dated:10.03.2016 issued by the O/o Department Commissioner (MSEs) Ministry of MSME, GOI

18. RATES AND PRICES

Bidders should quote the rates through online mode only in the format given at Annexure- IV. Incomplete bids will summarily be rejected.

Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall result in forfeiture of the EMD.

No additional freight or any other charges, etc., would be payable by RECPDCL. The rates quoted shall also include the salvage value.

Contractor shall be solely responsible for payment of wages/salaries and allowances to his personnel that might become applicable under any applicable/new act or order of Government.

19. EVALUATION CRITERIA

The responsive bid/s will be first evaluated on the basis of Techno-commercial parameters listed in Annexure-III. Financial bid/s of such bidders who meet the techno-commercial parameters will thereafter be opened and the bidder quoting lowest amount will be awarded the contract. RECPDCL reserves the right to evaluate even a single responsive bid received.

20. Prior to detailed evaluation, RECPDCL will determine the substantial responsiveness of each Bid with reference to the Bidding documents. A substantial responsive Bid is one which confirms to all the terms and conditions of the Bidding documents without material deviation. The RECPDCL's determination of Bids responsiveness will be based on the contents of the Bid itself. A Bid determined as not substantially responsive will be rejected by RECPDCL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
21. RECPDCL will evaluate and compare the Bids based on the information asked in the tender document vis-à-vis documents submitted by the bidder.
22. Further, the RECPDCL reserves the right to empanel additional vendor in case the qualified bidders are not able to meet our requirement and also reserves the right to split the contract among qualified bidders.
23. RECPDCL does not bind itself just to accept the lowest financial bid and reserves the right to accept or reject any or all bids without assigning any reason.
24. Canvassing in connection with the tenders in any shape/way/form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection by RECPDCL.
25. If a tenderer deliberately/knowingly provides wrong /false information/credentials/documents in support, RECPDCL reserves the right to terminate/rescind the contract at any stage, forfeit the EMD and other dues of the Agency / firm, if any, and to take any other action as may be deemed fit.
26. RECPDCL will be at liberty to find out credential of the firm/agency from other offices, where they are providing similar services.
27. Sub-letting of contract is not allowed, after award of work order.

28. No alternative offer shall be considered.
29. RECPDCL reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of RECPDCL's action.
30. Any clarification on the documents may be obtained from: -

Asst. Mgr. (Engg.),
RECPDCL
Plot No. A-10, 4th floor,
KRIBHCO Bhawan, Sector-1,
Noida-201301.

Performance Security: The L-1 bidder need to deposit within fifteen (15) working days from the date of acceptance of work order, a Performance Security in the form of Bank Guarantee of Indian Scheduled Bank or Demand Draft (DD), for an amount of 10% (Ten per cent) of the Tender value for the due performance and fulfilment of the contract by your firm which is valid up to three months after contract period, the format placed at Annexure – V.

The Performance Bank Guarantee may be drawn from a scheduled commercial bank in favour of The “REC Power Distribution Company Ltd”, New Delhi.

The Performance Bank Guarantee may be discharged/ returned by the RECPDCL after the completion of the contract upon being satisfied for the performance of the obligations of your firm under the contract.

Failing to comply with the above requirement, or failure to enter into contract within 30 days or within such other extended period, as may be decided by the CEO, RECPDCL shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.

In the event the firm being unable to provide the services, during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by RECPDCL.

No Bank Charges/ interest shall be payable for the Performance Bank Guarantee.

Micro & Small Enterprises

The following facilities are extended to Micro & Small Scale units registered with National Small Industries Corporation & to be mentioned in tender documents as & where required: -

- i. Issue of Tender Sets free of Cost.
- ii. Exemption from Payment of Earnest Money.
- iii. Waiver of Security Deposit up to the monetary limit for which the unit is registered; and
- iv. In case the participating MSMEs quoted price within the bond of L1+15% by allowing such MSME to supply upto 25% of the tendered value by bringing down their price to L-1 price. Out of this 25%, minimum 4% shall be purchased from MSMEs owned by SC/ST and 3% for Women MSMEs, the quantity fixed for MSMEs shall be equally distributed among them as per the extant guidelines of Govt. of India and policy of RECL on the subject.
- v. Except for procurement of selected categories of Goods and Services that are decided by competent authority, the MSMEs and Start-ups [whether MSMEs or otherwise] will be exempted from conditions of prior turnover and prior experience subject to meeting of quality and technical specifications.

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. Successful Vendor shall provide new one Tea/Coffee/soup vending machine at RECPDCL Corporate office, Noida.
2. The Contract shall be initially for the period of one year and extendable for another two years on yearly basis on satisfactory performance and mutual consent on same terms & conditions.
3. Vendor will provide services as required by RECPDCL during the period of empanelment failing which the contract will be terminated and vendor may be blacklisted by RECPDCL.
4. The RECPDCL reserves the right to terminate the Contract either in part or in full in any time at any time during the contract and due to any reasons other than those mentioned.
5. Vendor will submit the valid bill in duplicate once in a month before 5th day of every month. The monthly payment after deductions of applicable taxes, amount of penalties as per special terms & conditions of contract, if any, will be released by RECPDCL within 15 days after receipt of bill.
6. The vendor will be responsible for payment of wages and other dues and compliance of all statutory provisions related to minimum wages, labour laws etc. applicable to the workers deployed by them in this Office. Any penalty for failure / negligence on this part shall be the responsibility of the Agency.
7. The vendor shall not depute any worker less than 18 years of age.
8. Any breakage/theft/loss to RECPDCL assets by the worker of the Agency, would be payable by the vendor and deducted from their bills.

9. GST Terms & Conditions:

- 9.1. If any supply of goods or services under or in respect of this contract is subject to GST, and if the Contractor is liable to GST in relation to any supply/services under this contract, the parties agree that the amount of GST applicable on any supply from the Contractor to the RECPDCL under or in respect of this contract shall be reimbursed by the RECPDCL on actual basis as applicable on the supply by the Contractor in pursuance of the contract. The same would be subject to the following:

- A - The Contractor shall also indicate the possible locations and respective GSTIN's from where the supply is proposed to be made by him. Any exemptions/ tax benefits, if applicable to the Contractor on the date of submitting the price bid shall be indicated by him and for the purpose of calculation of the amount of GST to be reimbursed, the RECPDCL shall factor such exemptions/ tax exemptions irrespective of withdrawal of such exemptions/ tax benefits to the Contractor during the execution of the Contract.
- B - Invoice/Debit Note containing particulars specified under the GST Act and related Rules, Notifications, etc. as prescribed by the Government in this regard, shall be considered as appropriate and necessary for taking reimbursement of the GST so charged.
- C - In the event that the Contractor fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, the RECPDCL shall not be liable to make any payment against such invoice.
- 9.2. Notwithstanding anything contained of the Contract, where the HSN/ SAC classification of the goods/ services indicated in the price schedule by the Contractor to the RECPDCL for the supplies under or in respect of this Contract undergoes a change on account of change in interpretation, any judgement/ Notification/ Circular/ amendment in law made to the said effect (collectively known as 'change in law'), the rate of GST for the purpose of calculating the tax reimbursable by the RECPDCL shall be lower of the two:
Rate of GST applicable on the supplies basis the HSN/ SAC indicated for the same in the price schedule submitted by the Contractor with the bid
Rate of GST applicable on the supplies basis the applicable HSN/ SAC on the goods/ services post change in law.
- 9.3. Notwithstanding anything contained anywhere in the Contract, in the event that the input tax credit of the GST charged by the Contractor is denied by the tax authorities to the RECPDCL for reasons associated with non-compliance/ incorrect compliance by the Contractor, the RECPDCL shall be entitled to recover such amount from the Contractor by way of adjustment from any of the subsequent invoices issued by the Contractor on the RECPDCL. In addition to the amount of GST, the RECPDCL shall also be entitled to recover interest at the rate of 12% and penalty, in case any penalty is imposed by the tax authorities. The RECPDCL shall determine whether the denial of credit is linked to the non-compliance/ incorrect compliance of the Contractor and the said determination shall be binding on the Contractor.
- 9.4. Subject to Point No. 2 above, if any rates of Tax are decreased or any change in interpretation or application of any Tax which entails a decrease in the Taxes declared by the Contractor in the Price Schedule, which was or will be assessed on the Contractor in connection with performance of the Contract (i.e. during scheduled completion period as per contract), an equitable adjustment of the Contract price shall be made to fully take into account any such change by deduction therefrom. However, if any rates of Tax are increased, which was or will be assessed on the Contractor in connection with performance of the Contract, no change shall be made in the Contract Price and the RECPDCL shall not reimburse any additional amount payable thereto.

- 9.5. Subject to Point No. 2 above, if a new Tax is introduced or an existing Tax is abolished, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction therefrom.
- 9.6. These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. and in respect of raw materials, intermediary components etc., neither RECPDCL nor the contractor shall be entitled to claim arising due to increase or decrease in the rate of tax, introduction of new tax or abolition of an existing tax in the course of the performance of the contract.
- 9.7. As per Section 171 of the Central Goods and Services Tax Act, 2017, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices. In pursuance of the above provision, contractor is required to factor in the credit efficiencies available under GST and benefit due to reduction in tax rate to the RECPDCL and accordingly, declare the prices in the Price Schedule.

10. CONCILIATION/ ARBITRATION

If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties (RECPDCL and Contractor), the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by CMD, RECPDCL.

In the event no amicable resolution or settlement is reached between the parties (RECPDCL and Contractor) within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by CMD, RECPDCL.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.

The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.

The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

11. FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely RECPDCL and the Contractor.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause immediately amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions. RECPDCL shall have the option of canceling this contract in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

12. APPLICABLE LAW AND JURISDICTION

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

SPECIAL TERMS & CONDITIONS OF THE CONTRACT

1. Tea/Coffee/Soup vending machine shall be in good working condition at all the time and be kept neat & clean.
2. The firm / agency shall maintain sufficient stock of various items such as milk (Mother dairy toned milk/Amul or as per requirement of RECPDCL), tea, coffee Beans, Coffee powder, soup, tea bags, sugar Sachets, paper cups, beakers /stirrer etc. so as to meet RECPDCL's requirement. The Agency shall not be permitted to stop supplying any item for any reason.
3. All products to be supplied should be of good quality & as per the approval of Food & Drug Administration and strictly within hygiene form.
4. 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 the account, so rejected and a penalty of Rs.2000/- would be imposed.
5. The vendor shall provide one experienced person for vending machine to operate, maintain and serve tea/coffee/soup/sugar/ milk, etc. to the employees at their place of work / table. The operator shall also keep record of tea/coffee/soup/sugar/milk etc. The working hours of the Operators in the office will be 9 AM to 6 PM (Monday to Friday). The services on holidays, as and when required also to be provided, which will be intimated in advance to the supervisor for which no extra payment for manpower shall be made. One person to operate and maintain the machine and proper record of tea/coffee/soup/sugar/milk etc. shall be provided by the agency.
6. During the absence of operator due to any reason, Vendor shall provide substitute operator immediately so that uninterrupted services are ensured. In case either of the operator remains absent or machine gets breakdown due to any reason an amount of Rs.500/- per session per machine shall be deducted towards penalty from running bill.
7. All operators shall be courteous, well behaved and possess positive attitude. He should be neat and properly dressed and be in Company's uniform. Rude and discourteous behavior will lead to cancellation of his entry pass.
8. RECPDCL shall provide a space for installation of vending machines and storage of material etc. to the Agency at free of cost during the period of contract. RECPDCL shall provide water, electricity, fridge and operational space to the selected vendor for the sole purpose of operating vending machine.

9. RECPDCL reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error / fault in the meter being noticed, the bill would be adjusted, besides any other penal action as decided by RECPDCL, which may even lead to termination of Contract and forfeiture of EMD/Security Deposit.
10. No advance payment shall be made under any circumstances.
11. In case of any fault in machine, the same shall be brought in working condition within 3 hours at his own cost. RECPDCL shall not be responsible for any fault for whatsoever the reason.
12. In the event of non-repair of vending machine/ supply of standby machine on the same day of lodging of technical fault complaint, a penalty of Rs.1000/- per day basis shall be imposed on the selected vendor.
13. The payment shall be made month wise based upon the approved rates by RECPDCL based on the actual consumption. Accordingly, a record of daily attendance for all the machines and operators shall be recorded by the Vendor and shall be got countersigned by authorized representative of RECPDCL. At the end of the month, Vendor shall raise invoice/ bill duly verified by authorized officer of Admin Division.
14. In case the work is found unsatisfactory deduction shall be made from the monthly bill & warning shall be issued in writing. In case no further improvement is noticed the work may be terminated and the Agency shall be debarred from RECPDCL for future works.

xxxxxx

TECHNICAL SPECIFICATIONS

- 1) Bidder should provide and install a new tea and coffee vending machine at RECPDCL office.
- 2) The bidder should maintain vending machine in good working condition. AMC for the tea and coffee machine is in the scope of the bidder.
- 3) Supply of Tea and Coffee materials/consumables as per the requirement.
- 4) The bidder 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 RECPDCL's requirement. The bidder 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) REC Power Distribution Company Limited shall provide a space for installation of vending machines and storage of material etc. to the bidder at free of cost during the period of contract. RECPDCL shall provide water, electricity, fridge and operational space to the selected Bidder for the sole purpose of operating vending machine.
- 8) The bidder shall maintain the proper record of reading of machine and material detail in register and get it signed every day by RECPDCL's officer In-charge. In no case, record without signature will be accepted in support of the bill for payment unless specifically intimated in advance by RECPDCL.
- 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 selected bidder. REC Power Distribution Company Limited 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 register. In no case, records register 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 RECPDCL staff. First copy of it will be handed over to RECPDCL and second would be retained by Contractor's service engineer.

(Signature of Bidder)

Place:

Name Date:

Designation

REQUIREMENT OF RECPDCL

Tentative minimum monthly requirement of RECPDCL is as under:

Sr. No.	Items	Tentative Monthly Requirement (120 ML)
1	Tea Plain	3500
2	Tea Masala	
3	Tea Ginger	
4	Tea Elaichi	
5	Tea Lemon	
6	Tea Lemon sachet	
7	Tea Green	
8	Coffee Cappuccino	1000
9	Coffee Latte	
10	Coffee Espresso	
11	Soup Tomato/hot & sour	500

Note:

1. Sweetener & stirrer shall be provided by the vendor separately for each cup.
2. Sugar free pills shall be provided by the vendor free of cost (if required).
3. The bidder ensure that the quantity of Tea/Coffee/Soup should be minimum 120 ML in one disposal cup.

TECHNO-COMMERCIAL BID

1	<u>Details of Bidder</u>		
	Name		
	Address		
	Contact Person's		
	i. Name & Design.		
	ii. Address		
	iii Tel No.	Landline	
Mobile			
iv. Email ID			
2	PAN No. (Please upload photocopy)		
	Have the copy of PAN uploaded?		
3	GST No.		
	Have the copy of GST uploaded?		
4	Average Annual Turnover for the last 4 financial years: (Should not be less than Rs.3.5 lakh)		
		FY	Annual turnover in lakh Rs.
		2015-16	
		2016-17	
		2017-18	
		2018-19	
(Please upload copies of documentary evidence i.e. audited balance sheets or statement of Profit & Loss duly certified by CA regarding the turnover for last four years) containing the UDIN Number.			

5	<p>Details of executing similar works during preceding 4 (four) financial years</p> <p>1. The bidder should have single work order of tea/coffee vending machine at least in any organization of repute located in NCR region with minimum 4 Lakh Rupees value service.</p> <p style="text-align: center;">or</p> <p>2. The bidder should have two work order of tea/coffee vending machine at least in any two organizations of repute located in NCR region with minimum 2.5 Lakh Rupees value services in each office.</p> <p>Please upload copy(s) of work order of executing above works/completion certificates issued by client in support of their claims of executing above works.</p>	
6	<p>EMD and Bank details of vendor</p> <p>Please upload copy of DD/BC & copy of canceled cheque/bank statement</p>	<p>Amount: Rs. 5,000/-</p> <p>DD/BC No.:</p> <p>Dated :</p> <p>Drawn on</p>

canceled cheque/bank statement

Bank Name:

A/C No.

IFSC Code:

(Signature of authorized signatory)

Name _____

Designation _____

Financial Bid

Sr. No.	Item	Flavors	Unit	Tentative monthly requirement	Unit Rate in Rs.	Total amount in Rs. (Exclusive of GST)	GST (In %age)	GST amount in Rs.	Quoted rate in Rs. (inclusive GST)
A	B	C	D	E	F	G=EXF	H	I=GXH	J=G+I
1	Tea	Plain/Masala/Ginger/ Elaichi/ Lemon & Green	Per 120 ml cup	3500					
2	Coffee	Cappuccino, Latte, Espresso	-do-	1500					
3	Soup	Tomato, Hot & Sour, Veg Corn	-do-	500					
4	Fixed monthly maintenance Charges								
Total Amount including GST in Rs.									

NOTE:

1. Rate are inclusive of all products i.e. paper cup, sugar sachet, sugar free pills, stirrer, tea bags, coffee beans, fresh milk, soup sachets etc.
2. Coffee and Tea should be made through Coffee Beans and Fresh Toned Milk (Amul or Mother Dairy) only.
3. Lemon Tea/Green Tea/Lemon sachets/Soups would be billed as per the actual consumption that will be analyzed with Hot Water Reading. Payment would be made for actual consumption after deduction of 5% from the total reading as wastage.
4. Operator of machine shall serve the coffee/tee/soup to the employee at their place of work/table.
5. Rate of tea/coffee/soup should include rent of vending machine and O&M of machine.
6. The bidder ensure that the quantity of Tea/Coffee/Soup should be minimum 120 ml in disposal cup.
7. One person to operate and maintain the machine and proper record of tea/coffee/soup/sugar/milk etc. shall be provided by the selected agency.

PERFORMANCE BANK GUARANTEE

M/s. REC Power Distribution Company Ltd.
Plot No.-A-10, 4th Floor,
KRIBHCO Bhawan,
Sector-1, Noida-201301

(With due Rs.100/- stamp duty, if applicable)

OUR LETTER OF GUARANTEE No. :.....

Date:.....

Amount:.....

Valid Date:.....

Bank Name & Address:.....

In consideration of REC Power Distribution Company Ltd. having its office at Plot no.-A10, 4th Floor, Sector-1, KRIBHCO Bhawan, Noida-201301 (hereinafter referred to as "RECPDCL" which expression shall unless repugnant to the content or meaning there of include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Work Order No._____ dated _____with/on as_____ (hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, Administrators and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ /Work Order No. _____ dated _____ and RECPDCL having agreed that the Supplier shall furnish to RECPDCL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) (or the percentage as per the individual case) of the value of the Work Order i.e. for _____.

We, _____ (The Bank) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/work Order.

Hereby, we undertake to pay upto but not exceeding _____ (say only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount Claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named Supplier.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature
Chief Manager/Manger

Seal of Bank

MSME VENDER PROFILE FORM (BOTH – ONLINE AND HARDCOPY)

1.	Name & Legal Status of the Bidder			
2.	Organization registration Details (incorporation or commencement of Business/Other Statutory Registrations etc.)		Date of incorporation/ Registration:	
3.	GST Number:		PAN Number:	
4.	Registered/Corporate office Address of Bidder			
	Address & contact Details (E-Mail, Ph. Nos. etc.) of Proprietor/Directors of the Bidder	1) _____		
		2) _____		
		3) _____		
	Delhi(NCR) office Address if any & Contact Details:			
	Names and Designations of the persons authorized for single point of interaction with RECPDCL			
	E-mail & Mobile Numbers of Contact Persons			
5.	MSMEs Registration:	(Yes/No)	If yes, Regd. No. _____ Date: _____	Category: _____ Range of Supply/Services: _____
	Gem(Government e-Marketplace) Registration:	(Yes/No)	If yes, Regd. No. _____ Date: _____	Category: _____ Range of Supply/Services: _____
	TReDs (Trade Receivables Discounting System) Registration:	(Yes/No)	If yes, Regd. No. _____ Date: _____	Platform _____
	Whether SC/ST/OBC Entrepreneur:	(Yes/No)	(If Yes, Pl. Provide supporting documents)	
	Whether Women Entrepreneur?	(Yes/No)	(If Yes, Pl. Provide supporting documents)	
6.	EMD Details			
	DD/BG/UTR Amount in INR:		Issuing Bank & Branch:	
	DD/BG/UTR Number:		Dated:	
	DD/BG Expiry Date:		BG Claim Expiry Date:	
	Bank Name & Branch where EMD REFUND is needed:	(attach one cancelled cheque)	Account No. :	IFSC Code:

Signature of Authorized signatory
Name of the Signatory:
Date : _____ Place:
Company Name:
Company Seal:

UNDERTAKING TOWARDS NOT BEING BLACK-LISTED

I, _____Authorized Signatory of M/s _____ hereby give undertaking that we, as a company are not black-listed by any Central/ State Government/ Semi- Government Organization/ Public Sector Undertaking/ Private Institution in India.

Further, if information furnished above stands false at any stage, we shall be completely liable for actions taken by RECPDCL as per terms & conditions of the tender including disqualification and exclusion from future contracts/assignments.

(Signature of Authorized Signatory)

Name*:

Designation*:

Seal: