

# **SOLAR ENERGY CORPORATION OF INDIA LIMITED**

(A Government of India Enterprise)



**NIT No: SECI/C&P/AD/13/0003/21-22 dated 27/04/2022**

SECI has recently shifted at new office at NBCC complex, East Kidwai Nagar, New Delhi. Solar Energy Corporation of India Limited (hereinafter called “SECI”), invites tender from Bidders/Firms/Agencies for **“The Hiring of Vendor/Agency to Provide Tea /Coffee Vending Machine including Supply of Premix Items along with Snacks on Turnkey Basis for 02 years at SECI Office, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023”**

For the abovementioned work, prospective bidders should submit their bids complete in all respect in separate sealed covers, super-scribed with **“The Hiring of Vendor/Agency to Provide Tea /Coffee Vending Machine including Supply of Premix Items along with Snacks on Turnkey Basis for 02 years at SECI Office, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023”** & should be sent to SECI office at the following address so as to reach on or before **19<sup>th</sup> May, 2022** positively to

**Mr. Sandeep Kumar**

**Sr. Manager (C&P)**

**Solar Energy Corporation of India Limited**

**6th Floor, Plate-B, NBCC Office Block Tower- 2**

**East Kidwai Nagar, New Delhi- 110023**

**Telephone: 01124666200, Extension 231**

**E mail: [contracts@seci.co.in](mailto:contracts@seci.co.in)**

## **DISCLAIMER:**

1. Though adequate care has been taken while preparing the Document, the agencies shall satisfy themselves that the document is complete in all respects.
2. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this Document including all formats and Annexures.
3. While this document has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

**BID INFORMATION SHEET**

<b>Tender No. &amp; Date</b>	<b>Tender No: SECI/C&amp;P/AD/13/0003/21-22</b> <b>Dated: 27/04/2022</b>				
<b>Broad Scope</b>	<b>Hiring of Vendor/Agency to Provide Tea /Coffee Vending Machine including Supply of Premix Items along with Snacks on Turnkey Basis for 02 years at SECI Office, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023</b>				
<b>TYPE OF BIDDING SYSTEM</b>	<table border="1"><tr><td>SINGLE BID SYSTEM</td><td><input type="text"/></td></tr><tr><td>TWO BID SYSTEM</td><td><input type="text" value="Yes"/></td></tr></table>	SINGLE BID SYSTEM	<input type="text"/>	TWO BID SYSTEM	<input type="text" value="Yes"/>
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<b>TYPE OF Tender</b>	<table border="1"><tr><td>E-TENDER</td><td><input type="text" value="Yes"/></td></tr><tr><td>MANUAL</td><td><input type="text"/></td></tr></table>	E-TENDER	<input type="text" value="Yes"/>	MANUAL	<input type="text"/>
E-TENDER	<input type="text" value="Yes"/>				
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<b>DOCUMENT FEE/ COST OF RfS DOCUMENT</b> <b>(NON-REFUNDABLE)</b>	<table border="1"><tr><td>APPLICABLE</td><td><input type="text"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text" value="YES"/></td></tr></table> <p>The NIT document is Free of Cost.</p>	APPLICABLE	<input type="text"/>	NOT APPLICABLE	<input type="text" value="YES"/>
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<b>BID PROCESSING FEE</b> <b>(NON-REFUNDABLE)</b>	<table border="1"><tr><td>APPLICABLE</td><td><input type="text" value="Yes"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text"/></td></tr></table> <p><b>Amount: INR 6000/- (Indian Rupees Six Thousand only) inclusive of GST @ 18%.</b></p>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
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<b>EARNEST MONEY DEPOSIT (EMD)</b>	<table border="1"> <tr> <td data-bbox="663 197 951 288">APPLICABLE</td> <td data-bbox="951 197 1195 288">Yes</td> </tr> <tr> <td data-bbox="663 288 951 400">NOT APPLICABLE</td> <td data-bbox="951 288 1195 400"></td> </tr> </table> <p><b>Amount: INR 38,000 (Indian Rupees Thirty-Eight Thousand only).</b></p>	APPLICABLE	Yes	NOT APPLICABLE	
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<b>CONTRACT PERFORMANCE SECURITY</b>	<table border="1"> <tr> <td data-bbox="663 577 951 786">APPLICABLE</td> <td data-bbox="951 577 1214 786">Yes</td> </tr> <tr> <td data-bbox="663 786 951 974">NOT APPLICABLE</td> <td data-bbox="951 786 1214 974"></td> </tr> </table>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes				
NOT APPLICABLE					
<b>Offline and Online Bid Submission Deadline</b>	<b>19/05/2022 up to 1800 HRS</b>				
<b>Name, Designation, Address and other details (For Submission of Response to NIT)</b>	Sh. Sandeep Kumar Sr. Manager (C&P) Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower- 2 East Kidwai Nagar, New Delhi- 110023 Telephone: 01124666200, Extension 231 E mail: <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a>				
<b>Details of persons to be contacted in case of any assistance required</b>	1) Mr. Manas Ranjan Mishra Senior Manager (Solar) Ph: 011-24666223  2) Mr. Sandeep Kumar Senior Manager (C&P) Ph:01124666231  3) Mr. Kartik Ganesan Deputy Manager Ph:01124666273				

## **1. INTRODUCTION**

- i. Solar Energy Corporation of India Limited (hereinafter called “SECI”) is a Government of India Enterprise, under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion and commercialization of solar energy technologies in the country.
- ii. The bidder should be reputed, experienced and financially sound having experience as a CANTEEN Service Provider/Agency. Detailed requirements are specified in the eligibility criteria mentioned in this document.
- iii. The Bidders are advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the Tender Document must be furnished. Failure to provide the information and/ or documents as required may render the bid unacceptable.
- iv. The Bidders shall be deemed to have examined the Tender Document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all work he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.
- v. The complete Bidding Documents are available at ISN-ETS portal <https://www.bharat-electronictender.com> as well as on SECI’s website <http://www.seci.co.in>. However, for the purpose of participation, the official copy of the bidding documents shall only be downloaded from SECI’s e-tendering portal at <https://www.bharat-electronictender.com>, as per the provisions available therein. Accordingly, the online bid also has to be uploaded by the respective bidders at <https://www.bharat-electronictender.com> only & no other mode of participation is permitted for this tender document other than ISN-ETS Portal.
- vi. Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> through M/s Electronic Tender.com India Pvt Ltd (ETI), New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s ETI, New Delhi to complete the registration formalities. The address of M/s ETI is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ETI are mentioned in the subsequent bidding documents.
- vii. For proper uploading of the bids on the portal namely <https://www.bharatelectronictender.com> (hereinafter referred to as the ‘portal’), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the

relevant procedures and provisions as detailed in the portal as well as by contacting M/s ElectronicTender.com India Pvt Ltd (ETI), New Delhi directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. The Employer in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

- viii. While submitting/ uploading the bids, the system through portal asks to key in the pass-phrase for encryption of the documents. The pass-phrase is required by Employer for opening the bids (Separate for both First Envelopes as well as Second Envelopes). The same may be submitted on the portal as per the provisions existing for submission of the pass-phrase as per the details given in the tender document.

In the event, SECI is unable to open the Bids with the given pass-phrase provided by the bidders, Employer on its discretion may give an option through the portal, to the bidder to open its bid as per provisions available on the portal. However, Employer shall not be responsible if bid could not be opened within reasonable time for whatsoever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.

- ix. Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal of ISN-ETS at <https://www.bharat-electronictender.com> and as indicated in the Bid Information Sheet.
- x. Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract and Formats etc. can be downloaded from ETS Portal of ISN-ETS at <https://www.bharat-electronictender.com>. It is mandatory to download official copy of Tender Document from ISN-ETS Portal to participate in the Tender.

Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this Tender shall be uploaded on ETI site. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ETI site. The same may also be uploaded on SECI website <http://www.seci.co.in> also. However, in case of any discrepancy, the information available on ETI site shall prevail

## **2. SCOPE OF WORK**

Solar Energy Corporation of India Limited (SECI) is a Govt. of India Enterprise under administrative control of Ministry of New and Renewable Energy (MNRE), Govt. of India. SECI is having its Corporate cum Registered Office at 6<sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023. The Board Level Executives of SECI are sitting at 1<sup>st</sup> Floor, Plate-B, NBCC Office Block Tower-4, East Kidwai Nagar, New Delhi - 110 023.

SECI intends to empanel Service Provider towards

- (i) Supply, Installation including AMC for 03 (Three) Nos. of Tea/ Coffee/ Soup Vending Machine at its Corporate Office Complex on Monthly Rental basis

(ii) Providing Cafeteria Services for approximate 50 Employees per day at SECI Corporate Office as per the terms and conditions specified herein.

1. The quantity of Tea/ Coffee/ Soup Vending Machine shall be 03 (Three) Nos. out of which 02 (Two) Nos. will be supplied, installed and maintained at 6<sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2 and 01 (One) No. will be supplied, installed and maintained at 1<sup>st</sup> Floor, Plate-B, NBCC Office Block Tower-4.
2. At present the Cafeteria Services includes preparation/ supply of Snacks Items of good quality only which will be served as per the time schedule given by the authorized Canteen Committee.
3. The approximate number of Employees are indicative only and same may vary depending upon the requirements from time to time.
4. The Services shall be run and operated from 10:00 AM to 07:00 PM daily on all working days (i.e. Monday to Friday) and also on special requirements on Weekends/ Holidays. Tentative hours for serving snacks shall be 11:00 AM to 06:00 PM at Cafeteria located at 6<sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2. In case of order/ requirement, the service should be extended to 1<sup>st</sup> Floor, Plate-B, NBCC Office Block Tower-4. In emergency situations and on prior intimation, the services should be made available beyond these hours and on weekends/ holidays also.
5. The Service Provider shall operate and maintain 01 (One) Cafeteria located at 6<sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023.
6. The Service Provider shall initially deploy atleast 02 (Two) staffs for smooth execution of work and to meet the requirements efficiently and quickly on both the office complexes. Additional manpower is required to be deployed in case of requirements. 01 (One) Supervisor (Skilled) shall be deployed by the Service Provider who shall be common for and take care of all the supervision activities. The Supervisor shall be responsible to ensure quality and quantity of work for all workers under the Contract and liaison with the authorized Canteen Committee for receiving instructions and executing the works. All the deployed Manpower should be of well-behaved and equipped with proper uniforms and PPEs.
7. All the 03 Vending Machines should be of reputed make and in excellent working condition. Tea/ Coffee of reputed brands (viz. Nestle, HUL, Lipton, TATA, Brook Bond, Taj Mahal, CCD, Nescafe or equivalent) should be dispensed from the Vending Machines. Similarly, Tomato/ Sweet Corn/ Hot & Sour/ Mixed Veg Soups of Nestle, Knorr, CCD or equivalent brands only should be dispensed from the Vending Machines.
8. All the Hot Beverages to be served in excellent quality of disposable recyclable cups only. For Senior Executives and Board Level Executives including their guests, the Beverages

should be served in Bone China Utensils. Such utensils will be provided by SECI without any additional commercial implication to the Service Provider.

9. The list of Snacks Items is provided as below. ***The list mentioned at Sl. Nos. 'g' and 'h' are mandatory in nature and no deletion is allowed. However, the items may increase or decrease based on the actual demand assessment and feedback from the employees.***
  - a. Packed Namkeen Items of reputed make (Viz. Haldiram's, Bikano etc.)
  - b. Chips and Wafers
  - c. Biscuits, Cookies, Salted Kaju, Roasted Almonds etc.
  - d. Chocolates
  - e. Fruit Juice, Ice Tea, Cold Coffee, Coconut Water, Badam Milk, Cold Drinks etc.
  - f. Ready to Eat Items such as Cup Noodles, Rava Upma etc.
  - g. Samosa, Kachori, Patties, Sandwich, Vadapao etc.
  - h. Bhelpuri, Sevpuri, Batatapuri, Chanajor etc.
10. ***The Snacks shall be provided on Direct Payment basis (i.e. Payment for the Snacks Items shall be made directly by the Employees on usage basis as and when the Items are purchased by them). The Items indicated above under Sl. No. 'a' to Sl. No. 'f' should be provided on MRP basis whereas the price of other items should be fixed in such a manner that, in no case the unit cost should exceed the market price of such items. The unit price of such items shall be decided jointly with the authorized Canteen Committee of SECI.***
11. The Service Provider needs to set up multiple Payment Mechanisms (i.e. Cash/ Card/ UPI etc.) for convenience of Employees. The Service Provider has to provide Invoice to the Employees on demand.
12. The responsibility of up keeping/ billing/ payment collection and record keeping shall be of the Service Provider. SECI bears no responsibility to this effect.
13. The Annual Maintenance of the supplied Vending Machines shall be in the scope of the Service Provider during the entire period of the Contract. The Service Provider should ensure smooth and hassle-free operation of the Machines throughout the entire Contract Period. Any trouble shooting (viz. Machine Malfunction and Rectification, Machine Breakdown, Technical Complaint Call etc.) should be attended and repaired immediately within 06 Hours upon receipt of Complaint. The alternate arrangement/ Standby Machine needs to be provided by the Service Provider till resume of the services, if required.
14. All the Vending Machines should be cleaned at least once in a week by the authorized and trained person of the Service Provider/ OEM. The regular maintenance of all the Vending Machines should be done once in a fortnight by the authorized and trained person of the Service Provider/ OEM.
15. The Service Provider has to do proper housekeeping and cleaning of the cafeteria and pantry. Daily cleaning of food counters, dining tables, chairs, serving tables, containers,

glass surfaces etc. inside cafeteria and pantry area has to be done by the Service Provider. The dining tables and chairs to be cleaned after every usage. Cleaning and disinfecting the wash basins, walls within cafeteria and pantry area to be done at least twice a day or as per the instructions of Officer-in-Charge. Daily removal of garbage/ wastage from cafeteria and pantry premises including its disposal at the identified dump pit to be done by the Service Provider. Timely removal of cobwebs from cafeteria and pantry area including cleaning of walls to be ensured by the Service Provider.

16. In addition to above, the Service Provider may at times has to arrange working/ Buffet/ Special Lunch/ Continental/ Chinese Cuisine at Conference Hall/ Office for Meeting/ Functions at reasonable prices.
17. The Supply of all the Tea, Coffee and Soup materials/ consumables shall be as per the actual consumption/ requirement. The consumables must be of fresh and branded. Old/ sub-standard/ re-used/ opened seal material will not be accepted under any circumstances. A random sample check will be conducted by authorized officials of SECI in order to inspect the quality and quantity of the material/consumables. Once rejected, such materials/ consumables will be replaced by the Service Provider at his own risk and cost. All the equipment and materials required to carry out the above work should be arranged by the Vendor/Vendor/Agency.
18. The Service Provider shall maintain sufficient stock of various items such as Branded Milk, Tea, Coffee, Soup, Tea Sachets, Tea Bags, Sugar, Paper Cups, Beakers/ Stirrer etc. so as to meet the requirement for at least 150 PAX at any given point of time. The Service Provider shall not be permitted to stop supplying any item for any reason.
19. The Service Provider shall maintain the proper record for supply of material/ consumables in duplicate for every requisition separately. The record slip should be signed by the Officer-in-Charge or his/ her authorized representative with time and date. In no case, duty slip without signature will be accepted in support of the bills for payment unless specifically intimated in advance by SECI.
20. All the services covered under the Contract (i.e. Supply and Installation of 03 Nos. Tea/ Coffee/ Soup Vending Machine including the associated materials and consumables and Cafeteria Services) should be commenced within 10 (Ten) days from the date of award of Contract unless it is extended by SECI in writing.
21. Electricity, Water, Fridge including Operational & Storage Space shall be provided by SECI without any additional financial implication. The required utensils, cookware and storage materials will be arranged by the Service Provider. However, SECI does not guarantee the continuity of Electricity & Water Supply and no compensation whatsoever shall be allowed on this account.



### 3. ELIGIBILITY CRITERIA

Qualification of the bidder(s) will be based on their meeting the minimum eligibility criteria specified below regarding the Bidder's General Standards, Technical Experience and Financial eligibility as demonstrated by the Bidder's responses in the corresponding Bid documents.

#### 3.1 GENERAL ELIGIBILITY CONDITIONS

- A. The Bidder should be a body incorporated in India under the Companies Act, 2013 including any amendment thereto, Government owned Enterprises who are registered and incorporated in India, Limited Liability Companies, Limited Liability Partnerships, Proprietorships or Partnership firms. However, those bidders are not allowed to participate, against whom sanction for conducting business is imposed by Government of India or SECI.
- B. In case of registered Companies, the copies of Certificate of Incorporation (CoI), Article of Association (AoA), and Memorandum of Association (MoA) shall be provided along with the bid. In case of other Companies/ Firms, the relevant document demonstrating the status of registration of the Company/ Firm to be provided along with the bid.
- C. NGOs, Charitable Trusts, Educational Societies are not eligible for participation in this Tender. Bids by Consortium/ JV are not allowed for participation under this Tender.
- D. Company should not have been barred / blacklisted for taking up "similar work" of providing canteen services in any organisation. It shall be the sole responsibility of the bidder to inform SECI in case the bidder is debarred from bidding by any organisation. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
- E. The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.
- F. The Bid Processing Fees and EMD are exempted for MSME bidders registered under NSIC/ DIC/ Udyog Aadhaar Category only.

#### 3.2 TECHNICAL ELIGIBILITY CONDITIONS

- A. The Bidder should be in the field of providing Catering/ Canteen services/similar works for not less than 03 Years as on last date of bid submission.
- B. The bidder should have successfully executed contracts of "**Similar Works**" in any of the last 07 (Seven) years. "**Similar Works**" means the works associated with providing Catering/Canteen services or Supply & services in the field of snacks, packaged food & beverages or providing kitchen services to the Govt./Autonomous Bodies/PSUs/JVCs of PSUs/Private organizations/Companies/Institutes/MNCs as Service provider.

(Document Required: Proof of documentation conforming above experience details/Client work order/LOI/PO/Recommendation letter/ Successful Order execution confirmation from client side)

**Further,**

**The bidder should have successfully completed at least one single similar work order of value of INR 15,20, 000 (Indian Rupees Fifteen Lakhs & twenty thousand only) or more during any of the last 07 (Seven) years.**

**Or**

**The bidder should have successfully completed at least two similar work orders of value of INR 9,50,000 (Indian Rupees Nine Lakhs & fifty thousand only) or more during any of the last 07 (Seven) years.**

**Or**

**The bidder should have successfully completed at least three similar work order of value of INR 7,60,000 (Indian Rupees Seven Lakhs & Sixty thousand only) or more during any of the last 07 (Seven) years.**

- C. The Bidder should have office of their own in Delhi/NCR and having their own operator and Supervisor in Delhi/ NCR Delhi. A self-certification on the letterhead of the Bidder (duly stamped and signed) indicating address and contact details to be submitted along with the bid.
- D. Bidder should have among its clients, reputed institutes/centres or corporate in public/private sector, for whom they have been providing catering/canteen services. Names and addresses of such clients along with details regarding nature, amount and period of the contracts should be furnished. Certificates from the clients regarding the quality and duration of service rendered shall also be furnished.

### **3.3 FINANCIAL ELIGIBILITY CONDITIONS**

- A. The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2018-19, 2019-20 & 2020-21) should be **INR 7, 60,000 (Indian Rupees Seven Lakhs & Sixty Thousand only) \***.

\* MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets. This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turnover, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts. In case of tender having the submission deadline up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. In case the bid submission deadline is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediately preceding three financial years.

Financial data for latest last three audited financial years have to be submitted by the bidder in the attached Format Forms & Formats of the tender document along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his/her stamp and signature.

The tender submission of tenderers, who do not qualify the technical eligibility criteria & Financial criteria stipulated in the clauses above, shall not be considered for further evaluation and therefore would be rejected. However, SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder. The mere fact that the tenderer is qualified as mentioned in the financial criteria under 3.3 above shall not imply that its bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender as prescribed.

Non- compliance of any of the above conditions will result in technical disqualification of the party. Financial bid of the technically disqualified party (ies) will not be considered.

- B. The net worth for the last financial year should be positive. “Net Worth” of the Bidder shall be calculated as per Company Act 2013.
- C. The Bidding Company should have valid PAN, GST registration.

**Documentary Evidence for the following must be submitted, to support your eligibility**

- a) Documentary evidence including PO/WO/Completion Certificate/ Performance Certificate with Details of work orders indicating scope of assignment, name of client(s), value of assignment, date & year of award etc, along with relevant copies of contract/ work orders;
- b) Copies of relevant Certificates issued
- c) Copy of Self-Certification on the bidder’s letter head being not blacklisted /barred for taking up similar work in any organisation.
- d) Certified copy of registration certificate.
- e) Documents showing proof of turnover during last 3 financial years.

**OTHER GENERAL TERMS AND CONDITIONS**

**1. CONTRACT PERIOD**

*The period of the Contract shall be 02 (Two) years from the date of Notification of Award (NOA)/ Work Order (WO). SECI may extend the contract beyond the original period for one more year based on its sole discretion subject to the satisfactory performance of the contractor. The Contractor Zero date shall start from the date of WO/NOA by SECI.*

**2. TENDER PROCESSING FEE (NON-REFUNDABLE)**

- i. A non- refundable Tender Processing Fee, if applicable, is to be submitted in the form of ‘either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker’s Cheque in favour of “Solar Energy Corporation of India Limited, New Delhi” payable at New Delhi. The Tender Processing Fee is to be submitted along with the bid for the amount as mentioned in the Bid Information Sheet. Bids submitted without payment of requisite Tender Processing Fee will be treated as non-responsive and shall be liable for rejection.
- ii. **The Tender Processing Fee and EMD, if applicable is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar/DIC Category only.**

- iii. In case of any discrepancy/ non-submission of bid documents by the bidder, the tender processing fee will be deemed as bidder's consent for participation in the bidding process. Henceforth, the tender processing fee shall be retained by Employer and shall not be returned under any circumstances. No plea in this regard shall be entertained by the Employer/ Owner. However, EMD, if applicable will be returned in this case.
- iv. In the event of a particular tender being cancelled at any stage, the tender processing fee will be refunded to the concerned bidders without any interest charges within 30 days from the date of notification of cancellation of tender. No plea in this regard shall be entertained by the Employer/ Owner. EMD, if applicable will also be returned in this case.

### **3. EARNEST MONEY DEPOSIT (EMD)**

Bids must be accompanied with 'Earnest Money Deposit (EMD)' in the form of 'Demand Draft' or 'Banker's Cheque' or NEFT [in favour of Solar Energy Corporation of India limited, New Delhi payable at New Delhi] or 'Bank Guarantee' as per the prescribed format in the bidding documents. Bidders shall ensure that EMD, having a validity of at least 30 (Thirty) Days beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Tender Document. In case of any extension in validity of bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.

- i. The 'EMD' is required to protect Owner against the risk of Bidder's conduct, which would warrant the EMD's forfeiture, pursuant to subsequent EMD clauses.
- ii. Owner shall not be liable to pay any Bank charges, commission, or interest etc. on the amount of 'EMD'. In case 'EMD' is in the form of a 'Bank Guarantee', the same shall be from any scheduled Bank as specified in the List of Banks enclosed under the Section V, Forms and formats of Tender documents or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial bank having net worth more than INR 100 Crores (Indian Rupees One Hundred Crores Only).
- iii. Bid not accompanied with required amount of EMD or required validity or not in requisite format shall be liable for rejection.
- iv. 'Earnest Money Deposit' of unsuccessful Bidders excluding L-2 bidder will be discharged/returned as promptly as possible, but not later than '30 [thirty] days' after issuance of award to the successful bidder.
- v. 'Earnest Money Deposit' of L-2 bidder will be discharged against the acceptance and signing of Contract Agreement with successful bidder. This process shall be completed not later than '30 [thirty] days' after issuance of WO to successful bidder.

- vi. The successful bidder's 'Earnest Money Deposit' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Performance Security'.
- vii. Notwithstanding anything contained herein, the 'EMD' may also be forfeited in any of the following cases:
  - (a) If a Bidder withdraws or varies his Bid during the 'Period of Bid Validity'
  - (b) If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice
  - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
  - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
  - (e) In the case of a successful Bidder if the Bidder fails to:
    - (i) Acknowledge receipt the WO within 15 (Fifteen) days from issuance of same.
    - (ii) To furnish "Performance Security in accordance with the Bidding document"
- viii. In case EMD is in the form of 'Bank Guarantee', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'EMD' should be in the form provided.
- ix. **MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/ DIC/ Udyog Aadhar only are exempted from submission of EMD.** To avail the exemption in EMD in case of Consortium/ JV, all the members of the Consortium/ JV should be registered as MSME Vendors under NSIC/ DIC/ Udyog Aadhaar Category.

Note: In case of extension(s) of last due date of the Tender submission, the latest extension issued shall be considered as the final due date of Tender submission and accordingly the Earnest Money Deposit validity should be calculated and sufficed. The validity of the submitted EMD need to be revised by respective bidders in case the bids are already submitted prior to the last due date of the initial Tender submission deadline.

- 4. Agencies are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their proposals in general and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their proposals or profit in case of successful Vendor/Agency. The Vendor/Agency shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

## **5. PAYMENT TERMS**

The Vendor/Agency has to maintain the records of machine maintenance and duly signed delivery challans of material / consumables by SECI authorized official & it should be sent to SECI along with monthly bill. The frequency of the billing of the Vendor/Agency / firm to whom work awarded will be once in a month before 7th day of every month. The invoice shall be raised in favour of "Solar Energy Corporation of India Limited".

Notes:

- i. Payment shall be made against submission of Original Invoice subject to verification & acceptance by SECI and no advance payment will be allowed.
- ii. All the payment shall be released from Owner's Head Office, SECI, New Delhi, upon submission of Original Documents as mentioned.
- iii. Vendor/Agency must quote the price in enclosed price formats only. The formats shall not be changed and/ or retyped. For any deviation to the Financial Proposal format, proposal is liable for rejection.
- iv. Any variation or change in the quantity of the work shall be paid only after the confirmation from SECI official in written.
- v. Payment will be released through RTGS/NEFT/IMPS in the name of Vendor/Agency after statutory deductions (if any).
- vi. **Payment for the Snacks Items as indicated under Scope of work shall be made by the employees directly to the Agency/Vendor on usage basis as and when the items are purchased.**

## **6. METHOD OF BID SUBMISISON**

SECI shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened. The Techno Commercial & Price Bids in response to this bid Document shall be submitted by the Bidder in the manner as provided below.

### **i. HARD COPY**

Hard copy of the bid shall comprise of following documents to be submitted in sealed envelope, as part of First Envelope.

The Bidder shall submit Techno Commercial Proposal as per the Eligibility documents asked in the Bid Document. Envelope shall be super scribed as **“The Hiring of Vendor/Agency to Provide Tea /Coffee Vending Machine including Supply of Premix Items along with Snacks on Turnkey Basis for 02 years at SECI Office, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023”** and shall bear {the name of Tender, the Tender No. and the words ‘DO NOT OPEN BEFORE’ (due date & time)}

DOCUMENTS LISTED BELOW ARE TO BE SUBMITTED IN OFF-LINE MODE AS HARD COPIES ONLY

### **Contact Persons Name: Shri Sandeep Kumar**

- (a) Original Non-Refundable Tender Processing Fee, if applicable, as per Bid Information Sheet.
- (b) Earnest Money Deposit (EMD), if applicable, as per the Tender Document.
- (c) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per 'Format I'.
- (d) Power of Attorney as per Format XI & copy of Board Resolution as per format X for such authorization

(e) The Pass-Phrase to decrypt the relevant Bid-Parts (for both Techno-Commercial and Financial) in separate sealed envelopes before the start date and time of the Tender Opening Event (TOE)

## **ii. SOFT COPY**

Soft copy of the bid shall comprise of following documents to be uploaded on the ETS portal <https://www.ets-india-electronictender.com> as per provisions therein.

### **A. ENVELOPE- I (TECHNO COMMERCIAL ENVELOPE)**

DOCUMENTS LISTED BELOW ARE TO BE SUBMITTED IN ON-LINE MODE AS SOFT COPIES

- i. Covering Letter as per Format I.
- ii. Original Non-Refundable Tender Processing Fee as per clause no. 2 (Tender processing Fee) above, if applicable
- iii. General particulars of the Bidder as per the Format II
- iv. Earnest Money Deposit as per the Format IV/clause no 3 (EMD) above, if applicable.
- v. Experience Details as per Format VI & complete set of Experience
- vi. Annual reports along with a certification of turnover of last 03 years as per Format VII\*
- vii. No Deviation Confirmation as per Format VIII
- viii. E Banking Mandate Form as per Format IX
- ix. Power of Attorney as per Format XI or Board Resolution as per format X for such authorization.
- x. Declaration Regarding Banning, Liquidation, Court Receivership etc. as per Format XII
- xi. Copy of GST registration No, PAN Card and Income Tax Registration,
- xii. An undertaking that the Vendor/agency has not been blacklisted by any Government Department/Autonomous bodies/any organization as on the date of submission of the bid.
- xiii. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification

\*In case the audited annual accounts for the year previous Financial Year is not available with the bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years. MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets. This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turn over certified by a practicing CA/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

**The Technical Proposal shall not include any financial information relating to the Financial Proposal. The Bidder shall submit Bids in the given Format only.**

### **B. ENVELOPE- II (FINANCIAL ENVELOPE)**

- i. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the ETS portal, shall be duly filled "Termed as ELECTRONIC FORM"

- ii. Main Price Bid comprising as per Format V (Financial Proposal) of the Price Schedule duly completed, sealed and signed/ digitally signed shall be uploaded. “Termed as MAIN BID”.

**“BIDDER SHOULD EXPLICITLY NOTE THAT NO HARD COPIES ARE TO BE SUBMITTED AS A PART OF SECOND ENVELOPE”**

**Note:**

- i) The prices quoted in the financial bid should be without any conditions.
- ii) The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in Format V
- iii) The prices should be mentioned in Indian Rupees only in clearly readable format without any overwriting.
- iv) The Financial bid shall be on a fixed price basis and, no price variation on any account shall be considered.
- v) Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales”, etc. will be treated as being at variance and shall be liable for rejection.
- vi) Prices quoted will be firm for the entire period of Contract.
- vii) It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost in the financial bid.
- viii) The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the rate mentioned in the words shall be taken as final and binding.
- ix) In the event of arithmetic calculation mistake, the individual price mentioned shall be considered for calculation.
- x) The bidder must fill and submit the rates as per instructions given above. If the bidder does not quote a price/rate for any item in the Form of Bid, his tender may be summarily rejected.
- xi) If there is a discrepancy in the Unit Rate mentioned against each individual item & the total price, then the unit rate for the items individually will be taken as final & binding.
- xii) However, it is to be clearly noted that SECI shall be under no obligation to accept and /or award the contract to the lowest bid offered by any bidder for the mentioned services in this tender.

The Sealed Techno-commercial Envelope of the documents to be sent under hard copy shall have the following Sticker details:

<b>Response to Tender Document for “The Hiring of Vendor/Agency to Provide Tea /Coffee Vending Machine including Supply of Premix Items along with Snacks on Turnkey Basis for 02 years at SECI Office, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023”</b>	
<b>Tender Document No.</b>	<b><u>SECI/C&amp;P/AD/13/0003/21-22</u></b>
<b>Last Date of Submission</b>	<b>19.05.2022 up to 1800 hrs.</b>
<b>Bids Submitted by</b>	<b>(Enter Full name and address of the Bidder)</b>



<b>Authorized Signatory</b>	<b>(Signature of the Authorized Signatory)</b> <b>(Name of the Authorized Signatory)</b> <b>(Stamp of the Bidder)</b>
<b>Bid Submitted to</b>	<b>Solar Energy Corporation of India Limited</b> <b>(A Government of India Enterprise)</b> <b>6th Floor, Plate-B, NBCC Office Block Tower- 2</b> <b>East Kidwai Nagar, New Delhi- 110023</b>

## 7. EVALUATION OF BIDS

Bidders are required to submit their Price quotes as per given Price proposal format. Quoted Prices should be inclusive of Goods & Service Tax (GST) which shall be reimbursed by SECI on actual against documentary proof based on tax invoices raised by the Vendor/Agency.

Proposals shall be evaluated as per evaluation criteria mentioned below on the total cost including GST.

**It should be noted that the cost pertaining to snack items shall not be considered for evaluation as payment for the snack items indicated under scope of work shall be made by the employees on usage basis as and when the items are purchased.**

The Vendor/Agency should note that monthly hiring charges for the tea/coffee vending machines shall be payable by SECI to the Vendor/Agency 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 below:

S. No.	Monthly Supply of Tea/Coffee/Soup Materials/ Consumables payments excluding taxes in Rs.	Monthly Hire-Charges of Installed Machines (Amount in Rs.)
1.	Up to 5000	2000
2.	5001 to 10000	1200
3.	10001 to 15000	800
4.	Above 15001	Free of charge

### A. TECHNICAL EVALUATION

Technical Proposal Content: Technical Proposal should be prepared considering Objective, Scope, Approach & Deliverables as well as other information given in this document.

he bidders, whose bids are found to be in order after general evaluation would then be evaluated on the basis of technical eligibility criteria as mentioned in this bid and as per the documents/credentials submitted in support of the fulfilment of the eligibility criteria.

The Bidders are required to submit their bids as per formats provided under Section: Forms & Formats”.

## B. FINANCIAL EVALUATION

Financial Proposal Content: After the technical evaluation, the Financial Bids of bidders will be opened and will be ranked in terms of their total evaluated cost. The least cost bid will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3, etc. Evaluations will be based on documentary evidence submitted by the applicant with respect to evaluation / selection criteria. L1 bidder would be selected on the basis of the total cost quoted for the period of 02 years as per the price proposal format provided.

C. Acceptance by SECI and intimation to successful bidder subject to fulfilment of the above eligibility criteria mentioned (Technical and financial) and as demonstrated based on documentary evidence submitted by the bidder in the Bid will be communicated by mail/letter or any other form of communication. Formal letter of acceptance and work order of the Tender will be forwarded as soon as possible, but the earlier instructions in the mail/letter etc. should be acted upon immediately.

***Intimation to the successful bidder by SECI, is subject to renewal based on the satisfactory performance of the bidder and mutual discussions between the bidder and SECI, however same shall be based on SECI's sole discretion.***

### Note

SECI will examine the Price Parts to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

- i. The Price Part containing any deviations and omissions from the contractual and commercial conditions are liable to be rejected.
- ii. Arithmetical errors will be rectified as follows:
  - a. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by SECI, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Vendor/Agency, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.
  - b. The prices of all such item(s) against which the Vendor/Agency has not quoted rates/ amount (viz., items left blank or against which ‘-’ is indicated) in the Price Proposal will be deemed to have been included in other item(s).
  - c. The subtotal, total price or the total bid price to be identified in proposal for this purpose, irrespective of the discrepancy between the amount for the same indicated

in words or figures shall be rectified in line with the procedure explained above.

- d. The amount stated in the proposal will be adjusted by SECI in accordance with the above procedure for the correction of errors. If the Vendor/Agency does not accept the corrected amount of its proposal, its offer will be rejected.

iii. The comparison shall also include the impact of Goods & Service Tax (GST).

iv. Total Evaluated Value including all taxes and duties for all the agencies shall be compared to determine the lowest Total Evaluated Value as given under Price proposal Format & the lowest (L1) evaluated offer as such, will be selected for the Notification of Award (NOA)/Work Order (WO). The evaluation will be done on the total cost & not on individual line item/Product wise.

v. The mentioned Total Evaluated Value will be considered up to 2 decimal places only.

vi. In case only single offer is received, SECI at its sole discretion may take appropriate actions for further process as per SECI policy.

## **8. SUCCESSFUL VENDOR/AGENCY SELECTION**

- i. SECI will intimate the selected L-1 bidder for **“The Hiring of Vendor/Agency to Provide Tea /Coffee Vending Machine including Supply of Premix Items along with Snacks on Turnkey Basis for 02 years at SECI Office, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023”** whose bid have been determined to be successfully qualified after evaluating the laid down Techno Commercial and Financial Eligibility Criteria of the Bid document and as demonstrated based on documentary evidence submitted by the Bidder in the Bid.
- ii. SECI will Intimate/notify the successful bidder in writing, through intimation/notification that his bid has been accepted. The notification/Intimation would be sent in duplicate to the successful bidder who will return one copy to SECI duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the notification/intimation. The date of commencement of services will be notified to the successful bidder in the notification/intimation letter issued. No correspondence will be entertained by SECI from the unsuccessful bidders.
- iii. At any step during the selection of Successful Vendor/Agency, SECI reserves the right to increase/decrease the requirements based on SECIs requirement.
- iv. Contract Period shall commence from the date of issuance of "Work Order (WO)". The "Work Order (WO)" will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract.

## **9. SIGNING OF CONTRACT AGREEMENT**

- i. The successful Vendor/Agency shall be required to execute the 'Contract Agreement' with (SECI) on a 'non-judicial stamp paper' of appropriate value of New Delhi state [cost of the 'stamp-paper' shall be borne by the successful Vendor/Agency] within '30[Thirty] days' of issuance of the "Notification of Award [NOA]/Work Order (WO)".
- ii. In case the successful Vendor/Agency fails to execute the 'Contract Agreement' as mentioned above vide clause no. 9 (i), same will be treated as a case of non-responsiveness & default and SECI may take suitable action to get the project successfully executed.
- iii. In case of Non-response/acceptance to the NOA/WO or non-submission of timely Performance Security by the successful Vendor/Agency, SECI at its sole discretion may take appropriate actions by annulling the entire Tendering process.

## **10. TERMINATION FOR INSOLVENCY**

SECI may at any time terminate the Contract by giving written notice to the Successful Vendor/Agency, if the Successful Vendor/Agency becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Vendor/Agency, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SECI.

## **11. TERMINATION FOR CONVENIENCE**

SECI, by written notice sent to the Successful Vendor/Agency, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for SECI's convenience, the extent to which performance of the Successful Vendor/Agency under the Contract is terminated, and the date upon which such termination becomes effective.

## **12. NON-DISCLOSURE**

The successful Vendor/Agency shall safeguard and keep the Confidential Information of SECI in confidence. The Vendor/Agency shall not, without the prior written consent of the owner (SECI), disclose Confidential Information to any person or entity except to Vendor/Agency's employees, officers and directors who have a need to know such Confidential Information for the Purpose and who are bound by the confidentiality obligations. The successful Vendor/Agency shall ensure that each of such employees, officers and directors are made aware of the nature of the confidential information and shall at all times remain liable for the wrongful disclosure by such persons. Further, the Vendor/Agency shall ensure not to disclose the Confidential Information to its affiliates, Holding Company/ Parents as well as Group Companies.

### **13. SUCCESSFUL VENDOR/AGENCY INTEGRITY**

The Successful Vendor/Agency is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

### **14. CONTRACTORS LIABILITY TOWARDS INDEMNITY**

The successful Vendor/Agency shall submit an indemnity bond, indemnifying SECI from the following, on a stamp paper of Rs. 100 duly signed by the authorized signatory within 30 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 Vendor/Agency as a result of nonpayment of any statutory dues levied/Taxes e.g. leviable on the Vendor/Agency or the Vendor/Agency 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.

### **15. CANCELLATION OF CONTRACT**

SECI reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the SECI on the following circumstances:

- i) The bidder has made misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- ii) The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- iii) The bidder goes into liquidation voluntarily or otherwise during the execution of contract.
- iv) The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- v) After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, SECI reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the SECI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

## **16. RISK PURCHASE CLAUSE**

In case the Supplier is not able, in the judgment of SECI, to maintain satisfactory work progress and it appears that he will not be able to render the services within the time schedule and achieve the target completion date, SECI shall be at liberty to either:

- (a) Continue as per the Work Order with due liquidated damages (if applicable) for late delivery;
- or
- (b) Engage any other Supplier, parallel to existing Supplier, to complete part of the balance order at the risk and cost of the existing Supplier;
- or
- (c) Cancel the Work Order and get the balance work done from third party at the risk and cost of the existing Supplier.

## **17. SETTLEMENT OF DISPUTES**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion and whether before or after the determination of the contract shall be referred by the Service Provider to the owner and the owner shall within a reasonable time after their presentation made and notify decisions thereon in writing. The decisions, directions, classification, measurements, drawings and certificates with respect to any matter the decision of which is specially provided for by these or other special conditions, given and made by the owner or by the Controlling Officer/Officer-in-charge on behalf of the owner, are matters which are referred to hereinafter as accepted matters and shall be final and binding upon the Service Provider and shall not be set aside on account of any infirmity, omission, delay or error in proceedings, in or about the same or any other ground or for any other reasons and shall be without appeal.

In the event of any dispute or difference between the parties hereto as to the operation of this contract or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, or as to the withholding by SECI of any certificate to which the Service Provider may claim to be entitled to or if the owner fails to make a decision within a reasonable time, then and in any such case, the Service Provider after 30 days of presenting his final claim on disputed matter may demand in writing that the dispute or differences be referred to arbitration. Such demand for arbitration shall specify the matters which are in question, dispute or differences and only such disputes or differences of which the demand has been made and no other, shall be referred to arbitration. Obligations during pendency of arbitration work under the contract, shall unless otherwise directed by the owner/Engineer, continue during the arbitration proceedings and no payment due or payable by the owner shall unless withheld on account of such proceeding, provided however, it shall be open for the arbitrator or arbitrators to consider and decide whether or not such work should continue during arbitration proceedings.

## **18. ARBITRATION**

Matters in question, dispute or differences to be arbitrated upon shall be referred to for decision to a sole arbitrator who shall be nominated person appointed by Management of SECI, whose decision shall be final and binding on the Service Provider. The work shall be continued as per programme during the pendency of arbitration.

## **19. CONTRACT PERFORMANCE GUARANTEE (CPG)**

- i. **Against the contract of the project, within 30 (Thirty) days from the issuance of the Notification of Award/Work Order from SECI, the successful Vendor/Agency shall furnish an unconditional and irrevocable Contract Performance Security as per Format attached and which shall be for 03% of the total Contract Value and shall be valid up to 27 (Twenty Seven) months from the date of issue of award.** The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or NEFT and shall be in the currency of the Contract and will be issued in the name of the owner (Solar Energy Corporation of India Limited).

Bank Guarantee towards Contract Performance Security shall be from any scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 500 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

The Contract Performance Security may also be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India Limited".

- ii. The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as the Contract Performance Security submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the bidder should furnish additional Contract Performance Security on proportionate basis of the percentage for the additional amount in excess to the original contract value. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.
- iii. Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Owner at its sole discretion may cancel the NOA, in case Contract Performance Security is not submitted within 40 (Forty) days from issuance of NOA/WO. However, total project completion period shall remain same. Part Security shall not be accepted.

- iv. If the Vendor/Agency or their employees or the Vendor/Agency's agents and representatives shall damage, break, deface or destroy any property belonging to the Employer or others during the execution of the Contract, the same shall be made good by the bidder at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the bidder (for which the certificate of the Engineer-in-Charge shall be final).
- v. All compensation or other sums of money payable by the Vendor/Agency to the Owner under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the bidder by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the Vendor/Agency shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.
- vi. The Contract Performance Guarantee (CPG) submitted shall be released to the contractor without any interest not later than 90 days after the successful completion of the contract subject to the approval and acceptance by the owner (Solar Energy Corporation of India Limited).

## **20. FORCE MAJEURE**

### **i. Conditions for Force Majeure**

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties. The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the Employer/ Owner and the bidder. Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-Two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts. If deliveries of bought out items and/ or works to be executed by the bidder are suspended by Force Majeure



conditions lasting for more than 2 (two) months, the Employer/ Owner shall have the option to terminate the Contract or re-look into the Contract provisions.

**ii. Outbreak of War**

If during the currency of the Contract there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the Work the bidder shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavor to complete the execution of the Work, provided always that the Employer/ Owner shall be entitled, at any time after such out-break of war to terminate or re-look into the Contract by giving notice in writing to the bidder and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

**Covering Letter**

**(The covering letter should be on the Letter Head of the Bidding Company)**

Date: \_\_\_\_\_

Reference No: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company)

Tel. #:

Fax #:

E-mail address #

To

**Solar Energy Corporation of India Limited  
6th Floor, Plate-B, NBCC Office Block Tower- 2  
East Kidwai Nagar, New Delhi- 110023**

Sub: Response to Bid Document-----dated ----- for Bid document for  
..... at SECI.

Dear Sir,

We, the undersigned ..... [*insert name of the 'Bidder'*] having read, examined and understood in detail the Bid Document hereby submit our response to Bid Document. We confirm that in response to the aforesaid Bid Document, we including have not submitted more than one response to Bid Document including this response to bid Document. We are submitting application for Vendor/Agency for ..... at SECI.

1. We give our unconditional acceptance to the Bid Document, dated ..... [*Insert date in dd/mm/yyyy*], issued by SECI. In token of our acceptance to the Bid Document, the same have been initialled by us and enclosed with the response to bid Document.
2. Processing Fees – NA
3. We have submitted our response strictly as per (Forms & Formats) of this Bid, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
4. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the bid Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
5. Familiarity with Relevant Indian Laws & Regulations:

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Bid Document, in the event of our selection as Successful Bidder.

6. We are enclosing herewith our response to the bid Document with formats duly signed as desired by you in the Bid Document for your consideration.
7. It is confirmed that our response to the Bid Document is consistent with all the requirements of submission as stated in the Bid Document and subsequent communications from SECI.
8. The information submitted in our response to the Bid Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Bid Document.
9. We hereby declare that our company has not been debarred / black listed by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.
10. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred eighty (180) days from the date of opening of limited tender.

11. Contact Person

Details of the representative to be contacted by SECI are furnished as under:

Name : .....  
Designation: .....  
Company : .....  
Address : .....  
Phone Nos.: .....  
Mobile Nos.: .....  
Fax Nos. : .....  
E-mail address: .....

12. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

**Format-II****GENERAL PARTICULARS OF THE VENDOR/AGENCY**

Name of the Consulting Vendor/Agency/Firm (Bidder)	
Registered Office Address	
Address of the Bidder	
E-mail	
Web site	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
Year of Incorporation	
Have the Bidder/Company ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.	
Bank Details (Name, Account No, IFSC Code)	
PAN No	
Whether the bidder/company is having any conflict of interest from participating in the proposed empanelment	<b>Yes</b> <b>No</b>
GST ID (Proof to be submitted – GST No acknowledgement OR Email from GoI)	
GSTN Address	

(Signature of Authorized Signatory)

**FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY**

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the issuing Bank)*

Bank Guarantee No.: .....

Date: .....

WO/ Contract No.....

..... *[Name of Contract]* .....

To:

Solar Energy Corporation of India Limited

(A Government of India Enterprise) 6th Floor, Plate-B, NBCC Office Block Tower- 2, East Kidwai Nagar, New Delhi- 110023

Dear Sir / Madam,

We refer to the Contract ("the Contract") signed on .....*(insert date of the Contract)* ..... between you and M/s ..... *(Name of Vendor)* .....,

(or)

vide notification of award issued on ..... *(insert date of the notification of award)* .... by you to M/s ..... *(Name of Vendor)* ..... having its Principal place of business at ..... *(Address of Vendor)* ..... and Registered Office at ..... *(Registered address of Vendor)* ..... ("the Vendor") concerning ..... *(Indicate brief scope of work)* ..... for the complete execution of the ..... *(insert name of Package along with name of the Project)* .....

By this Bank Guarantee, we, the undersigned, ..... *(insert name & address of the issuing bank)* ....., a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/ Head Office at ..... *(insert address of registered office of the bank)* ..... do hereby irrevocably guarantee payment to you up to .....*(insert amount of PBG in figures & words)* ....., upto and inclusive of ..... *(dd/mm/yy)*.

We undertake to make payment under this Bank Guarantee upon receipt by us of your first written demand signed by your duly authorized officer or authorized officer of the Owner declaring the Vendor to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Vendor to dispute or question such demand.

Our liability under this Bank Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Bank Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Bank Guarantee shall remain in full force and shall be valid from the date of issuance upto and inclusive of ..... (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s Solar Energy Corporation of India Limited on whose behalf this Bank Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Bank Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Bidder, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (*value in figures*)  
\_\_\_\_\_ [*value in words* \_\_\_\_\_].
2. This Bank Guarantee shall be valid upto \_\_\_\_\_ (*validity date*) \_\_\_\_\_.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_ (*validity date*)  
\_\_\_\_\_.”

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]  
Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

POA Number\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_Mobile\_\_\_\_\_

Fax Number\_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank\_\_\_\_\_

Witness:

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_Mobile\_\_\_\_\_

email \_\_\_\_\_

**Note :**

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

“This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded.”

**FORMAT FOR EARNEST MONEY DEPOSIT**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

Ref. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Date: \_\_\_\_\_

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to NIT inter alia for selection of the Project in response to the NIT No. \_\_\_\_\_ dated \_\_\_\_ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the NIT of .....[insert the name of the Bidder] as per the terms of the NIT, the \_\_\_\_\_ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees ----- [Insert amount]only, on behalf of M/s. \_\_\_\_\_ [Insert name of the Bidder]

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ [insert date of validity in accordance with NIT] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ [insert date of validity in accordance with NIT]. SECI shall be entitled to invoke this Guarantee till \_\_\_\_\_ [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this



BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction. The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank. This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until \_\_\_\_\_ [Date to be inserted on the basis of this NIT] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For \_\_\_\_\_ [Insert Name of the Bank] \_\_\_\_\_

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

Bank Contact Details & E Mail ID is to be provided

**FINANCIAL PROPOSAL**

**(On Bidder's letter head)**

NIT .No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ (*Insert name and address of Company/Vendor/Agency*)

\_\_\_\_\_

\_\_\_\_\_

Tel.#:

Fax#:

E-mail address#

**Solar Energy Corporation of India Limited  
6th Floor, Plate-B, NBCC Office Block Tower- 2  
East Kidwai Nagar, New Delhi- 110023**

Sub: Response to NIT no. SECI/C&P/AD/13/0003/21-22 dated \_\_\_\_\_ for Hiring of Vendor/Agency to Provide Tea /Coffee Vending Machine including Supply of Premix Items along with Snacks on Turnkey Basis for 02 years at SECI Office, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023.

Dear Sir/ Madam,

I/ We, \_\_\_\_\_ (*Insert Name of the Company/Vendor/Agency*) enclose herewith the Financial Proposal for selection of my/our firm/Vendor/Agency for Hiring of Vendor/Agency to Provide Tea /Coffee Vending Machine including Supply of Premix Items along with Snacks on Turnkey Basis for 02 years at SECI Office, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to this document.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,  
We remain,  
Yours faithfully

**SUPPLY OF TEA/COFFEE MATERIALS/CONSUMABLES**

S.NO	Details of Products	Unit	Estimated Monthly Quantity (nos.)	Rate Per Kg/ Packet (INR)	Applicable GST (INR)	AMOUNT (IN INR)	
						Monthly Amount g = (d)x(e)+f	Total Amount for (02) Two Years period, (h=gx2x12)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Coffee Bean	1 Kg	20 KG.				
2	<b>FLAVOURED TEA BAGS</b>						
2a	Cardamom	100 dips (per packet)	10 packets				
2b	Ginger	100 dips (per packet)	15 packets				
2d	Masala	100 dips (per packet)	10 packets				
2e	Assam	100 dips (per packet)	10 packets				
3	Lemon Tea	25 dips (per packet)	10 packets				
4	Green Tea	25 Dips (per packet)	30 packets				
5	Hot & Sour per Sachet	25 Sachet (1 Packet)	15 packets				
6	Tomato Soup per Sachet	25 Sachet (1 Packet)	15 packets				
7	Sweet Corn Soup per Sachet	(25 Sachet (1 Packet)	15 packets				
8	Good quality heavy Paper cups (150ml)	100 pieces (per packet)	60 Packets				
9	Milk	1 litre	500 Litres				
10	Sugar cubes	250 gm / 500 gm	3 kgs				
11	Loose Sugar	1 kg	40 kgs				
12	<b>GRAND TOTAL FOR (02) TWO YEARS AS MENTIONED UNDER COLUMN (h) (Figures)</b>						
13	<b>GRAND TOTAL FOR (02) TWO YEARS AS MENTIONED UNDER COLUMN h (Words)</b>						

1. Tea/Coffee of reputed brands such as Nestle, HUL, Lipton, TATA, Brook Bond, Taj Mahal, CCD or equivalent to be dispensed from reputed brand make vending machine.
2. Tomato/Sweet Corn/Hot & Sour/ Soups of Nestle, Knorr, CCD or other reputed brands only. Hot beverages to be served in good quality paper cups.
3. *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 are remain same during the currency of the contract.*
4. Payment for the Snacks Items as indicated under Scope of work shall be made by the employees on usage basis as and when the items are purchased.
5. The Vendor/Agency should note that monthly rental charges for the tea/coffee vending machines shall be payable by SECI to the Vendor/Agency is based on the monthly Supply of Tea/Coffee/Soup Materials/Consumables payments excluding taxes (as per items stated in the Financial bid).
6. Rental charges is inclusive of AMC charges.
7. The above quoted rates will remain valid for the entire contract period.
8. **Price pertaining to snack items shall not be considered for evaluation purpose as payment for the snack items indicated under scope of work shall be made by the employees on usage basis as and when the items are purchased.**

Name, Designation,

Seal and Signature of Authorized Person

#### **NOTE**

- a) The bidder has to quote in the prescribed price bid format only. Quoting in any other manner will summarily be liable for rejection.
- b) Limited Tender with over written or erased, illegible rate or rates not shown in figures and words will be liable for rejection.
- c) The offer should be valid for a period of 180 days from the date of opening of Limited tender, failing which the Limited tender will be liable for rejection.
- d) All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the Contractor under the Contract, or for any other cause, shall be mentioned as per the Price bid format mentioned.
- e) **Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account.**
- f) In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract

Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be.

All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties column of the price bid format.

g) Payment will be made as mentioned in the clause 1 of general terms and conditions i.e. payment terms.

h) Variation in taxes, duties, levies etc. after award of job but within the Time schedule as mentioned in Limited Tender shall be to the account of SECI. Any variation in taxes, duties, levies etc. beyond Time schedule shall be to BIDDER's account. In case of statutory variation in GST during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

**TECHNICAL PROPOSAL***(Please fill all the information)*

S. No	PARTICULARS	(To be filled by the bidder)	
1	Total Experience in providing Catering/Canteen services or Supply & service of Tea Coffee vending machines or Supply & services in the field of snacks, packaged food & beverages or providing kitchen services as on the last date of bid submission.	No of years	
2	Experience of providing Catering/Canteen services or Supply & service of Tea Coffee vending machines or Supply & services in the field of snacks, packaged food & beverages or providing kitchen services to the Govt./Autonomous Bodies/PSUs/JVCs of PSUs/Private Organizations / Companies / Institutes / MNCs as Service provider.	Number of Organisations	
3	Experience of providing mentioned Catering / Canteen services or Supply & service of Tea Coffee vending machines or Supply & services in the field of snacks, packaged food & beverages or providing kitchen services to the Govt./Autonomous Bodies/PSUs/JVCs of PSUs/ as Service provider.	Number of Organisations	

**Note:**

**Prospective Bidders are requested to submit the necessary Documentary evidence including PO/WO/Completion Certificate/ Performance Certificate with Details of work orders indicating scope of assignment, name of client(s), value of assignment, date & year of award etc, along with relevant copies of contract/ work orders.**

**Format-VII**

**Format for Turnover for last 03 (Three) financial years**

(i.e. Current financial year up to date of submission of bid & 3 preceding financial years)

S No	Financial Year	Turnover	Remarks
1	2018-19		
2	2019-20		
3	2020-21		

**In addition to the above, the Bidder has to submit the following documents /information:**

- i) Copy of audited balance sheet(s) for last 3 Financial Years ending on 31<sup>st</sup> March 2021
- ii) In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable, provided the bidder provides the detailed Financial Statements certified by the Management of the company

Date:

Signature of Chartered  
Accountant with Seal

Seal and Signature of Bidder

Witnesses:

**"NO DEVIATION" CONFIRMATION**

To,

M/s SOLAR ENERGY COPRORATION OF INDIA LIMITED

---

SUB:

DOCUMENT NO:

**Dear Sir,**

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**E-Banking Mandate Form**  
**(To be issued on Bidder letter head)**

1. Vendor/Vendor/Agency/customer Name :
2. Vendor/Vendor/Agency/customer Code:
3. Vendor/Vendor/Agency /customer Address:
4. Vendor/Vendor/Agency/customer e-mail id:
5. Particulars of bank account
  - a) Name of Bank
  - b) Name of branch
  - c) Branch code:
  - d) Address:
  - e) Telephone number:
  - f) Type of account (current/saving etc.)
  - g) Account Number:
  - h) RTGS IFSC code of the bank branch
  - i) NEFT IFSC code of the bank branch
  - j) 9 digit MICR code

I/We hereby authorize Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the SECI responsible.

(Signature of Vendor/Vendor/Agency/customer)

**FORMAT FOR BOARD RESOLUTIONS**

**(To be submitted on the Letter Head of the Bidding Company)**

The Board, after discussion, at the duly convened Meeting on ..... [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

**1. RESOLVED THAT** Mr./Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the **“The Hiring of Vendor/Agency to Provide Tea /Coffee Vending Machine including Supply of Premix Items along with Snacks on Turnkey Basis for 02 years at SECI Office, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023”** including signing and submission of all documents and providing information/ response to bid of Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project.

**Certified True Copy**

-----

**(Signature, Name and Stamp of Director/Company Secretary)**

**Notes:**

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions follow the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

**POWER OF ATTORNEY**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

**Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.**

Know all men by these presents, We ..... (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. .... (name & residential address) who is presently employed with us and holding the position of ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to the NIT No ..... dated ..... issued by **Solar Energy Corporation of India Limited (SECI), New Delhi** including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India Limited, New Delhi and providing information / responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection with Bid till the completion of the bidding process as per the terms of the above-mentioned NIT.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT.

**Signed by the within named**

..... **(Insert the name of the executant company)**

**through the hand of Mr. ....duly authorized by the Board to issue such Power of Attorney**

**Dated this ..... day of .....**

**Accepted** .....

Signature of Attorney

(Name, designation and address of the Attorney)

**Attested**

.....

**(Signature of the executant)**

**(Name, designation and address of the executant)**

.....

**Signature and stamp of Notary of the place of execution**

**Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....**

**WITNESS**

**1.** .....

**(Signature)**

**Name.....**

**Designation .....**

**2.** .....

**(Signature)**

**Name.....**

**Designation .....**

**Notes:**

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid-up share capital of more than Rupees Five crores, should be the Managing Director / whole time director/manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s)

**DECLARATION REGARDING BANNING, LIQUIDATION, COURT RECEIVERSHIP  
ETC.**

**(To be submitted on the Letter Head of the Bidding Company)**

To,

M/s SOLAR ENERGY COPORATION OF INDIA LIMITED

---

SUB:

BID NO:

**Sub: Bid for “The Hiring of Vendor/Agency to Provide Tea /Coffee Vending Machine including Supply of Premix Items along with Snacks on Turnkey Basis for 02 years at SECI Office, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023”.**

Dear Sir / Madam,

We hereby confirm that we are not on Banning List by Owner or Public Sector Project Management due to “poor performance” or “corrupt and fraudulent practices” or any other reason or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of Owner or the Ministry of New & Renewable Energy.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of Owner that we have given wrong declaration in this regard, the same shall be dealt as ‘fraudulent practices’ and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to Owner by us.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

### List of Banks

<b>1. SCHEDULED COMMERCIAL BANKS</b>	<b>2. OTHER PUBLIC SECTOR BANKS</b>
<b>SBI AND ASSOCIATES</b>	1. IDBI Bank Ltd.
1. State Bank of India	<b>3. FOREIGN BANKS</b>
2. State Bank of Indore	1. Bank of America NA
	2. Bank of Tokyo Mitsubishi UFJ Ltd.
	3. BNP Paribas
	4. Calyon Bank
	5. Citi Bank N.A.
	6. Deutsche Bank A.G
<b>NATIONALISED BANKS</b>	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	14. Credit Agricole Corporate and Investment Bank
8. Dena Bank	<b>4. SCHEDULED PRIVATE BANKS</b>
9. Indian Bank	1. Federal Bank Ltd.
10. Indian Overseas Bank	2. ING Vysya Bank Ltd.
11. Oriental Bank of Commerce	3. Axis Bank Ltd.
12. Punjab National Bank	4. ICICI Bank Ltd.

13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	10. IDFC
19. Bank of Baroda	11. RBL
	12. South Indian Bank

**The Performance Security issued by any Scheduled Commercial Banks as per RBI shall be acceptable.**