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**CONDITIONS OF CONTRACT**

**SECTION-4: CONDITIONS OF CONTRACT**

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



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

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

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



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





## **SECTION-5 TECHNICAL SPECIFICATIONS**



**SECTION-5: TECHNICAL SPECIFICATIONS**

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

(Signature of Bidder)

Place:

Name:

Date:

Designation:



**SECTION-6**  
**CONTRACT FORMS**



**ANNEXURE-1**

**LETTER OF ACCEPTANCE**

*[Insert letterhead paper of the Employer]*

*[Insert date]*

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

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

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Attachment: Contract Agreement



**ANNEXURE-2****CONTRACT AGREEMENT**

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

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

The Employer and the Contractor agree as follows:

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

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

Signed by

for and on behalf of the Employer

in the presence of

Witness, Name, Signature, Address, Date

Signed by

for and on behalf the Contractor

in the presence of

Witness, Name, Signature, Address, Date



**SECTION-7**  
**BILL OF QUANTITIES (BOQ)**



**SECTION 7: BILL OF QUANTITIES (BOQ)**

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

**A. Supply of Tea/Coffee Materials/Consumables:**

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

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

**B. Hire Charges of Vending Machine**

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

**Note:**

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

(Signature of Bidder)

Place:

Name:

Date:

Designation: