

NOTICE

Notice Inviting Quotation (NIQ) for installation, Operation and Maintenance of ATM

1. **INTRODUCTION:** - Ministry of New and Renewable Energy (MNRE) invites Quotations from Nationalized/ Scheduled/Commercial/ Private Banks for installation, operation and maintenance of Automated Teller Machine (ATM) to be operational at 119.26 sq.ft (11.08 sq.mt) space within the premises of the Ministry at Atal Akshay Urja Bhawan, Lodhi Road, New Delhi - 110003 on monthly licence fee basis. Interested banks are requested to submit their Quotations as per the terms & conditions, which can be downloaded from the website <https://www.mnre.gov.in/tenders/recent>. **The last date for submission of bid will be 27.09.2023 (2.30 pm) and the bid opening time will be 27.09.2023 at 3.00 pm.**

2. ELIGIBILITY CRITERIA: -

- 2.1. Any Nationalized/Scheduled/Commercial/ Private Banks having banking licence from Reserve Bank of India.
- 2.2. The parties fulfilling the Criteria and Terms & Conditions as per Notice Inviting Quotation are eligible to participate in the facility.
- 2.3. An amount of Rs.10,000/- (Rupees Ten Thousand only) to be paid as Earnest Money in the form of account payee Demand Draft from any commercial bank in favour of DDO, MNRE.
- 2.4. Bank should have at least three-year experience in the operation of ATM.
- 2.5. Bank must have at least 5 (Five) running ATM's operation in & around New Delhi.
- 2.6. Bank should submit necessary documents in support of their experience/credentials.
- 2.7. Licence fee must be quoted over & above of Rs.940/- per sq.meter per month in compliance to Letter No. 18015/1/2017 – Pol.III dated 10.07.2023 of Directorate of Estate, Ministry of Housing and Urban Affairs, Government of India.
- 2.8. Licence fee can never be less than any amount mentioned in O.M of Ministry of Housing and Urban Affairs issued in this regard from time to time during the tenure of contract period.

3. General Information and Guidelines:

- 3.1. 'Technical Bid' must be sealed in Envelope 'A' and 'Financial Bid (Offer)' in Envelope 'B' and both the Envelopes are to be sealed in Master Envelope by superscribing in the top of the envelop "Bid for installation, operation and maintenance of ATM at MNRE" addressed to the Under Secretary (Administration), Ministry of New and Renewable Energy, Atal Akshay Urja Bhawan, Lodhi Road, New Delhi – 110003.
- 3.2. Envelope 'A' (TECHNICAL BID): Envelop 'A' which shall be opened first, shall contain the basic documents (in readable form) specified as under: -

ARUNAVA SENGUPTA
Under Secretary
Ministry of New and Renewable Energy
Govt. of India
New Delhi-110003

A. Sengupta
अरुनव सेनगुप्तो / ARUNAVA SENGUPTA
अवर सचिव / Under Secretary
नवीन और नवीकरणीय ऊर्जा मंत्रालय
Ministry of New and Renewable Energy
भारत सरकार / Govt. of India
नई दिल्ली-110003 / New Delhi-110003

- 3.2.1. Self-attested copy of Requisite Banking license from Reserve Bank of India
- 3.2.2. Self-attested copy of the PAN Card.
- 3.2.3. Earnest Money Deposit of Rs.10,000/- (Rupees Ten Thousand only) shall be deposited in the form of account payee Demand Draft from any commercial bank in favour of DDO, MNRE.
- 3.2.4. Declaration giving the particulars of ATM contracts undertaken by the Banks at New Delhi.
- 3.2.5. Documents supporting experience in operation of ATM.
- 3.2.6. Past experience certificate, Memorandum and Article of Association, Partnership and Incorporation Deed (in case of partnership) or any other documents regarding the existence of the bank.
- 3.2.7. Form of unconditional acceptance duly signed. (Enclosed as **Annexure – A**)

Important: - MNRE reserves the right to verify, refer any document to the concerned authority for confirmation from case-to-case basis. Mere submission will not bind MNRE to accept the documents as valid for opening of financial bid.

3.3. ENVELOPE 'B' (FINANCIAL BID):

- 3.3.1. The envelope B should contain only the financial bid in the approved form. (Enclosed as **Annexure – B**)
- 3.3.2. The amount of licence fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the Bank(s).
- 3.3.3. In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.

3.4. Bidders(s) should clearly indicate the name & address of their Bank on both the Envelopes.

3.5. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited on account on non-completion of the following:

- 3.5.1. Acceptance of the offer within 10 days from the date of the award letter addressed to the bank.
- 3.5.2. Bank Guarantee from a Nationalized / Scheduled Bank in favour of DDO, MNRE within 15 days from the date of the award letter for the licence.
- 3.5.3. Execution of agreement before commencement of the contract.
- 3.5.4. Commencement of the facility within 45 days from the date of the award letter for the licence.

3.6. All the above guidelines will form part & parcel of the Notice inviting Quotation.

4. Terms & Conditions:

4.1. Initial period of contract shall be 5 years extendable for a further period of 3 years subject to satisfactory performance decided by the competent authority of MNRE.

4.2. The contract shall be awarded to the banks offering the highest calculated licence fee per sq. meter per month in commensuration with Letter No. 18015/1/2017 – Pol.III

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dated 10.07.2023 issued by DoE, MoHUA, GOI or subsequent order/amendment whichever is higher.

4.3. MNRE may at any time terminate the contract by giving one month written notice to the bank, without compensation to the bank, if the bank becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the Institute.

4.4. Successful bidder has to deposit an amount equal to 3% of 60 month's total licence fee as **Performance Guarantee having validity of 62 months** within 15 days of Letter of award, failing which the offer be withdrawn, at the option of MNRE.

4.5. MNRE reserves itself the right to extend the date of receiving /opening of the bids as well as to extend the validity of the Notice Inviting Quotation.

4.6. MNRE reserves the right to accept or reject any or all Quotations, at any time prior to award of licence for installation, operation and maintenance of ATM without assigning any reason whatsoever.

4.7. Electricity and water charges will be borne by Bank as per rate prescribed by Engineering Division, MNRE, New Delhi.

4.8. Monthly licence fee shall be remitted to MNRE within 7 days of the following month.

4.9. The Quotation will remain valid for a period of 180 days from the date of opening of the Technical Bid in Envelope 'A'. If any Bank withdraws during the validity period, his Earnest Money Deposit will be forfeited. However, the Bank(s) can withdraw their Earnest Money Deposit after the validity is over or may extend the validity of their quotation with the consent of MNRE.

4.10. If the successful Bank after the issuance of award letter does not complete the formalities of acceptance or does not commence the operation of the facility on the commencement date specified or does not sign the agreement within the prescribed date, then the contract is liable to be terminated by MNRE and the EMD received will be forfeited. The Bank will also be debarred from participating in any tender of MNRE for a period of two (2) year.

4.11. If any contract is terminated due to any illegal activity which is punishable under any of the Law of the Land, then the Bank will be debarred till the case is cleared by the concerned legal authority of the land. In case any penalty or fine is imposed by the concerned authority then the Bank will be debarred till he obtains a clearance from the concerned authority.

4.12. If at any stage, MNRE finds that the Bank had submitted any false / wrong / concealment of information/document affecting eligibility criteria of the facility in such case, EMD shall be forfeited and Bank will be liable to be debarred for three (3) years for participation in MNRE tenders.

4.13. If the Bank does not operate the licence upto 50% of the contract period then the Bank will be liable to be debarred for next one (1) year.

4.14. Any notice required to be served on the licensee/bank under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the MNRE under this agreement shall be deemed to have been served if delivered at or sent by registered post to the Ministry. The period of notice given under this Agreement will count from the date of receipt of notice by either side.

4.15. (a) The Licensee shall not, unless with the written consent of the MNRE, create a subcontract of any description with regard to this licence or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his licence or any part thereof.

(b) The Licensee shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.

4.16. The Licensee, his agents and servants shall observe, perform and comply with all rules and regulations of the shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government and or local body or Administration in force from time to time and to the business which the licensee is allowed to carry on under this agreement and to the area in which the said premises are located.

4.17. (a) The Licensee shall indemnify MNRE from/against any claims made or damages suffered by the Authority by reason of any default on the part of the licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which premises are located.

(b) The MNRE shall not be held responsible in any way for loss or damage by any means causes to the licensee's stock or property.

4.18. The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the MNRE and such other departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the licensee, MNRE shall have powers to get the premises cleaned at the risk & cost of the licensee and recover liquidated damages at the rate of Rs. 500/- per day for each default upto 7 days & thereafter Rs. 1,000/- per day and can take other actions including termination of the licence.

4.19. The licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. He shall furnish MNRE in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and the MNRE shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of MNRE and shall confirm to such directions as may be issued by the MNRE in respect of point or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.

4.20. The licensee shall not damage any part of MNRE premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee, or his employees or invitees or customers, the MNRE shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to replacement and call upon the licensee to reimburse cost thereof which the licensee undertakes to pay forthwith on demand.

4.21. Any and all disputes arising out of or in connection with this Contract or any breach hereof which shall not be settled amicable by the parties shall be settled by Arbitration

in accordance with the Arbitration and Conciliation Act, 1996 as amended up to date. The Arbitration proceedings shall be in English and shall be held at New Delhi.
4.22. The courts of Delhi alone shall have jurisdiction for enforcement and binding of this contract.

Other terms and conditions in addition to the rules and regulations applicable as per Government of India.

1. MNRE shall consider award of licence for installation of ATM(s) only to those whose offers have been found commercially acceptable and evaluated as most suitable by the Ministry.
2. Separate electrical connection for ATM shall be taken by the bank on their own and the bank has to pay the electricity bill to the Ministry as applicable.
3. Security arrangement of the ATM will be the responsibility of concerned bank. MNRE shall not be held responsible for any loss of cash, any loss of installation, equipment etc.
4. All services for connectivity of ATM viz., lease lines/ broad band/ internet/ telephone lines/ Air Conditioner to be procured /installed by the concerned bank.
5. The premises will be an open area or covered part of a building used for the purpose of installation, operation and maintenance of ATM only.
6. Successful bank will have to pay the monthly electricity & water charges to the respective authorities from time to time.
7. All electrical consumables like bulbs, tubes, etc., are to be replaced by the bank, in case they are damaged.
8. MNRE cannot ensure 24 (hrs) x 7 (days) electricity power supply. Licensee may install their own UPS, and/ or any backup, if required to run their unit with due intimation to the Ministry.
9. The licensee shall pay all Central, State and local levies including GST being imposed or assessed by the competent authority or levied in future from time to time.
10. The licensee shall obtain all the required permissions/license from concerned authorities for running the ATM at their own level and shall obey all the rules/regulations applicable from time to time in this regard and take all the security precautions to safeguard the equipment's installed/provided at the premises.
11. The licensee shall be called upon for repair the premises in case it is found that the premises require repair. It shall be the responsibility of the bank to renovate/construct the space for ATM Counter immediately at their own cost.
12. No obnoxious trade shall be carried-on in the premises. No other illegal activity shall be allowed to be carried by licensee and in case of such eventuality, all the responsibility or legal obligation fall upon the licensee.
13. MNRE reserves the right to accept or reject any application/offer. Authority for acceptance or otherwise of the application/quotation will rest with the MNRE which

does not bind itself to accept any application/quotation and not to assign any reason for rejecting the same.

14. Maintenance and regular functioning of the ATMs for all the 24 hours should be ensured by the Bank and MNRE will not undertake any responsibility in this account.

A. Sen Gupta

अरुनव सेनगुप्ता / ARUNAVA SENGUPTA
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**ACCEPTANCE LETTER
(TO BE SUBMITTED IN ENVELOPE 'A')**

To
Under Secretary (Admin)
Ministry of New and Renewable Energy,
Atal Akshay Urja Bhawan
Lodhi Road, New Delhi – 03

Sir,

ACCEPTANCE OF MNRE's NOTICE INVITING QUOTATION (NIQ) CONDITIONS

1. The NIQ documents for **allotment of Space at premises of Ministry of New and Renewable Energy, Atal Akshay Urja Bhawan for Installation of ATM** have been provided to me/us by Ministry of New and Renewable Energy and I/we hereby certify that I/we have inspected and read the entire terms and conditions of the NIQ documents made available to me/us. Which shall form part of the contract agreement and I / we shall abide by the conditions / Clauses contained therein.
2. I/We hereby unconditionally accept the terms & conditions of MNRE's NIQ documents in its entirety for the above facility.
3. It has been noted that MNRE reserves the right to reject the conditional offers without assigning any reason thereto.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of MNRE for awarding this contract at any stage during its execution or at the time of payment of bills and further if any officer of MNRE asks for bribe/gratification, I/We will immediately report it to the appropriate authority in MNRE.
5. The required Earnest Money Deposit for this facility is enclosed herewith.

Yours Faithfully

Place:

Date:

Signature:

Seal of Bank:

Name in block letters:

Designation:

**Quotation Form
(TO BE SUBMITTED IN ENVELOPE 'B')**

To
Under Secretary (Admin)
Ministry of New and Renewable Energy,
Atal Akshay Urja Bhawan
Lodhi Road, New Delhi – 03

Subject: Regarding Quotation for allotment of Space at premises of Ministry of New and Renewable Energy, Atal Akshay Urja Bhawan for Installation of ATM

Respected Sir,

With reference to your notification no. dated on the above Subject; I hereby quote the rate for allotment of space for Installation of ATM at the premises of Ministry of New and Renewable Energy (MNRE), New Delhi: -

1. Name of Bank:.....
2. Amount quoted for one location per month (in figure):
3. Amount quoted for one location per month (in words):

I hereby declare that I am the authorized person to quote the rate for the allotment of space and have gone through the terms and conditions of renting of space for installation of ATM at the premises of MNRE, New Delhi issued vide the notification no cited above and are acceptable to the bank. In case of allotment of space the bank is ready to take possession of space within 15 days of allotment.

Yours Faithfully

Place:

Date:

Signature:

Seal of Bank:

Name in block letters:

Designation: