

## **Notice Inviting Tender**

This is a Limited Tender Enquiry and only the prospective bidders of known credentials are eligible to participate. All the bidders who are interested to quote need to approach this office on or before 16.12.2009 with a formal request letter along with requisite documentation as specified below in Qualification Criterion:

### **Qualifying Criterion for tender for Canteen service**

- Bidders should have Canteen service experience in at least 2 reputed PSU organizations/Govt. departments.
- Documentation to be submitted for certifying the present (and updated if any) status of Qualifying Criterion: Copy of Work Orders/Job Orders certificate from at least two PSU/Govt Departments. Also confirm the address and contact number of client of ongoing contract.

The tender document containing details of the services required, other terms and conditions against tender will be issued only to the eligible prospective bidders without any tender cost by the office, Office of HOD(MM) Directorate General of Hydrocarbons C – 139, Sector- 63 Noida - 201301, India (Ph No: 0120-4029400, Fax No: 0120-4029410) on or before 16/12/09 during working hours i.e 10 am to 5.00pm. Tender document downloaded from DGH Website is only for immediate and general information and will not be accepted.

**Bid Closing Date & Time : 22-Dec-09, 14:00 Hrs**

**Bid Opening Date & Time : 22-Dec-09, 15:00 Hrs**

No.DGH/MM/ENQ/ Date: 09/12/2009  
Bid Closing Date: 22/12/2009  
Time: 1400 Hrs  
Bid Opening Date: 22/12/2009  
Time: 1500 Hrs

**SUB: INVITATION OF OFFER FOR CANTEEN SERVICE**

Sir,

DGH invites offers from reputed parties/ agencies having similar experience in a reputed PSU organizations/Govt. departments for Canteen service in the our office of DGH at C-139, Sector-63, Noida in the price format given in Annexure-I, on the following terms and conditions:

**1. SCOPE OF WORK :**

You will have to provide catering services for lunch/ tea & snacks etc. with materials as per our instructions/ requirement/ approved menu from time to time. Our minimum requirement of lunch is about 80-90 persons and the number may vary depending on our requirement. Your bills will be processed on the basis of actual number of coupons and certification thereon.

The scope of work includes change of location with in the currency of contract to new office location at no extra cost to DGH.

**2. EARNEST MONEY:**

The bidder shall submit the bid along with Rs. 28,000/- (Rupees Twenty Thousand only) as earnest money deposit by way of demand draft/bankers cheque in favour of Directorate General of Hydrocarbons, New Delhi, failing which the bid is liable to be rejected. The earnest money shall be refunded to all unsuccessful bidders after finalization of tender.

**3. SECURITY DEPOSIT:**

The bidder is required to submit an interest free security deposit within 21 days of award of contract in the form of demand draft in favour of Directorate General of Hydrocarbons payable

at New Delhi or Bank Guarantee for 10% of the contract value from a Nationalized Bank in India valid for a period of two months beyond expiry of this contract for satisfactory performance of the job. DGH will have right to forfeit Security deposit or invoke Bank Guarantee if the contractor fails to provide satisfactory services to DGH as per the terms of the contract. (Performa for Performance Bank Guarantee attached as annexure-II).

**4. COMMENCEMENT AND PERIOD OF CONTRACT:**

The Contract shall be effective from 01.01.10. The contract shall be initially for period of 1 year from date of commencement. Contract may be extended for another one year at the same rates, terms & conditions at the sole discretion of DGH.

**5. TERMINATION:**

**5.1 Termination on expiry of the CONTRACT**

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the DGH has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

**5.2 Termination on account of insolvency**

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the DGH shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

**5.3 Termination for unsatisfactory performance**

If the DGH considers that the performance of the CONTRACTOR is unsatisfactory or, not upto the expected standard, the DGH shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The DGH shall have the option to terminate this Agreement by giving 30 days notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the DGH.

**5.4 Termination for delay in mobilisation**

Successful bidder shall be required to mobilise complete equipment alongwith crew (only crew in case of Operation and Maintenance Contracts) for commencement of services at the specified site on or before 01/01/2010. If the CONTRACTOR (successful bidder) fails to mobilize as above, the CONTRACT shall automatically stand terminated unless CORPORATION has extended the mobilisation period with levy of Liquidated Damages, as per Clause 6 of this tender document.

**5.5 Consequences of termination**

In all cases of termination herein set forth, the obligation of the DGH to pay shall be limited to the period upto the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

In case of termination of CONTRACT herein set forth except under 4.1 and 4.2, the CONTRACTOR shall be put on holiday [i.e neither any enquiry will be issued to the party by DGH against any type of tender nor their offer will be considered by CORPORATION against any ongoing tender(s) where contract between CORPORATION and that particular CONTRACTOR (as a bidder) has not been finalised] for two years from the date of termination by CORPORATION to such CONTRACTOR.

5.6 DGH shall have the right to terminate this contract at any time by giving 30 days prior written notice and no cost or damage or any amount shall be payable by DGH on this account (except) for the work already done by the contractor.

## **6. RATES**

The rates quoted should be inclusive all taxes including of service Tax, if any & shall be firm for the entire period of contract.

## **7. LIQUIDATED DAMAGES:**

- In the event of the successful bidder's default in maintaining the agreed time frame schedule set out in the Order, DGH shall have the right to cancel the order at any time after expiry of scheduled time frame and make alternative arrangement at the discretion of DGH in which case extra expenditure involved, will be recoverable from the successful bidder
- In the alternative, successful bidder shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of goods in respect of which default in delivery takes place subject to maximum 7.5% as an agreed pre estimate of the damage suffered.
- If services of the contractor are not found satisfactory penalty of Rs 2,000/- per day towards deficiency in service will be levied and the amount will be deducted from the final bill. In this regard decision of DGH shall be final and binding.

## **8. INDEMNIFICATION**

8.1 The Contractor hereby agrees to indemnify and hold DGH harmless from any loss or liability, (including all/any attorney's fees and related legal expenses), arising out of any claim for damage to Contractor's property and injuries to or death of Contractor's employees and agents, consultants caused by, or incidental to Contractor's performance under this Contract, regardless of whether any such loss, liability, injury or death may be caused by negligence of DGH, its third party agents or its employees.

8.2 DGH and Contractor agree to indemnify and hold one another harmless from any loss, expense or liability, including all/any attorney's fees and related expenses arising out of any claim presented by third parties for personnel injuries or death, or property or equipment damage which is attributable to the negligence of DGH and/or Contractor caused by, or incidental to the performance of each party under this Contract.

9. DGH reserve the right to accept or reject any bid(s) without assigning any reason whatsoever.

## **10. GENERAL TERMS & CONDITIONS:**

- A)** DGH shall provide electricity, water facility, and all necessary canteen equipments e.g. cooking burners, utensils, cutlery, bainmarry etc.
- B)** Successful bidder must be registered with PF, ESI and other legal authorizes as applicable under the law and have necessary Registration No. Licence for running the canteen.
- C)** DGH has no liability whatsoever concerning the persons deployed by you for the purpose. You will be required to furnish Indemnity Bond, Indemnifying DGH against any accident, damage etc, caused by your services and personnel.

**D)** The quoted rates must be firm and valid for entire contract period. No transportation charges shall be paid by DGH.

**E)** The contractor shall provide Canteen Staff proper uniform at his own cost which will consist of shirt, trousers, shoes & socks and hand gloves. Besides this, cook(s) will have Chef caps and Aprons

**11. PAYMENT TERMS:** - Bill/Invoice shall be submitted to DGH at the end of the month and Payments will be made within 30 days of receipt of the bill/Invoice.

**12. ARBITRATION:**

In the event of any disagreement / dispute arising in connection with execution which cannot be settled in an amicable manner between you and DGH, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1996 or as amended from time to time. The venue for such arbitration will be Noida / New Delhi. During the pendency of the arbitration proceedings or till the expiry of the period of contract, as the case may be, the services will continue on the same terms & conditions.

Yours Faithfully

**Sanjeev Nanda**  
**HOD(MM)**

**For Directorate General of Hydrocarbons**

**PRICE FORMATS**

**Part-I**

Sl.No.	Tentative Menu	Rates in Rupees
1	<p><b>Buffet Lunch-daily</b>                      Soup                      Vegetarian – Monday/Tuesday/Thursday                      Mutter Paneer, Mutter Mushroom, Malai Kofta, Palak Green peas/Mix Vegetable, Sahi Paneer (any one item as per choice of DGH)</p> <p>Non Vegetarian – Wednesday/Friday 1 days                      Butter Chicken, Chicken Curry, Mutton Curry, Chicken Fry. Fish Fry, Fish Curry, Chicken Biryani, Mutton Biryani (any one item as per choice of DGH)</p> <p>Common Items                      Veg. Pulao, Plain Rice &amp; Chapati, One dal,                      One dry vegetable /Boiled Vegetables/ Salad/ Papad/ Raita/ Curd/ Pickle                      One Sweet Dish (Ice cream or Fresh fruit Banana/Papaya/Mango/Orange/Apple/Naspatti or Custurd Kheer / Phirni/Laddu/Gulabjamun) any one item as per choice of DGH  <b>*Common Rate per meal per person</b></p>	<p>_____*</p>

**Optional Tea/Snacks (Part-II)**

2.	<p><b>Optional Tea/Snacks- Type I</b>                      Assorted biscuits (Good day/50-50/Marie/Cheeslings/Chees sticks/choco biscuits) any two + salted Peanuts &amp; tea/coffee (unit perhead)</p>	<p>_____**</p>
3.	<p><b>Optional Tea/Snacks- Type II</b>                      SPL Snacks – Assorted biscuits (any two), cashew (salted/Masala) + one salted hot snacks + Tea/coffee</p>	<p>_____**</p>

**(Part-III)**

4.	<b>Optional itemized rate list (for need base requirements)</b>	
	<b>Samosa per piece</b>	
	<b>Veg. Sandwiches per piece</b>	
	<b>Veg. Grilled Sandwiches per piece</b>	
	<b>Veg. Patties per piece</b>	
	<b>Veg. Burgers per piece</b>	
	<b>Pastries per piece</b>	
	<b>Assorted Pakoras per plate (200gms)</b>	

	<b>Paneer</b> <b>Onion Gobi</b> <b>Aaloo</b> <b>Palak</b> <b>Mix pakora</b>	<hr/> <hr/> <hr/> <hr/> <hr/>
	<b>Peanuts (Roasted/Salted)</b>	
	<b>Chips</b> <b>Wafers</b>	
	<b>Fresh juices</b>	
	<b>Biscuits (100gms pack)</b>  <b>Good day</b> <b>Priya gold</b> <b>50-50</b> <b>Britania Cakes</b> <b>Chocolate Biscuits</b>	<hr/> <hr/> <hr/> <hr/> <hr/>
	<b>Soft drinks (coke, pepsi, fanta, Fruti etc.)</b> <b>300 ml bottle</b> <b>500 ml bottle</b>	
	<b>Toffees (éclairs, coffee bite, mango bite etc.)</b>	
	<b>Maggie</b>	
	<b>Bread omelet</b>	

**Note:**

- Common Rate (applicable to all days menu) per meal per person for all days inclusive of all taxes, if any.
- Per Plate rate containing all detailed items under Optional Tea/Snacks Types inclusive of all taxes, if any.
- Rates quoted for the items detailed in table part-III will be used for making payments for need based requirement. For branded and standard items having printed MRP the payment will be restricted to the MRP prevailing at the time of actual supply.
- It is mandatory to quote for all the Parts (part-I,II,III) otherwise bid will be rejected.

Documentation to be submitted for certifying the present (and updated if any) status of Qualifying Criterion: Copy of Work Orders/Job Orders certificate from at least two PSU/Govt Departments. Also confirm the address and contact number of client of ongoing contract.

For evaluation purpose the bidder found satisfactory as per above qualifying criterion with lowest quoted rates for **Part-I** will be considered and for Optional Snacks (**Part-II**) the rates may be further negotiated for matching with the lowest received rates. Minimum committed quantity referred is only restricted to **Part-I** only. Optional Items (**Part-II**) and (**part-III**) need to be provided on need based and as per actual requirements.

Before award of the contract to L1 bidder DGH reserves the right to check the current credential of the bidder for quality performance of its services. This will be done by making a physical check of its quality of food/preparation and seeking certification/documentation of satisfactory performance from its existing client.

The payment methodology for **Part-I** for committed quantity will be regulated by DGH and for Optional Tea/Snacks will be a need based requirement and as and when required basis.

**PERFORMA FOR PERFORMANCE BANK GUARANTEE**

(To be submitted on non-judicial stamp paper)

Ref. No.

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

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

To

**Directorate General of Hydrocarbons**  
C-139; Sector-63;  
NOIDA-201301  
INDIA

Sirs,

1. In consideration of Directorate General of Hydrocarbons, a body, under the Ministry of Petroleum & Natural Gas established in 1993 and having its office, at C-139, Sector-63, NOIDA-201301 (hereinafter referred to as "the DGH", which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assigns) having awarded letter of intent (LOI)/ Contract dated \_\_\_\_\_ to M/s. \_\_\_\_\_ having its registered / head office at \_\_\_\_\_ (hereinafter referred to as "Contractor"), which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns and the DGH having agreed that the contractor shall furnish to the DGH a performance guarantee for an amount of Rs. \_\_\_\_\_ for the faithful performance of the entire contract as mentioned in the LOI.
2. We \_\_\_\_\_ (name of the bank along with address, Telex No., Fax No.) registered under the laws of \_\_\_\_\_ having our head / registered office at \_\_\_\_\_ (hereinafter referred to as "The Bank", which expression shall, unless repugnant to the contest or meaning thereof includes all its successors, administrators, executors and permitted assigns), do hereby guarantee and undertake to pay immediately on first demand in writing any / all money to the extent of Rupees \_\_\_\_\_ (in figures) \_\_\_\_\_ (in words) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by the DGH on the Bank by serving a written notice shall be conclusive and binding on the bank notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other

matter or thing whatsoever, as the liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be validly enforceable until it is discharged by the DGH in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that the DGH at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance, without proceeding against the contractor and notwithstanding any Bond or other guarantee/s that the DGH may have in relation to the contractor's liabilities.
4. The Bank further agrees that the DGH shall have the fullest liberty without being obliged to seek our prior consent and without affecting in any manner our obligations set out hereunder to vary any or all of the terms and conditions of the said contract or to extend the time of performance of the contract by the contractor from time to time or to postpone the performance of the contract for any period of time or from time to time exercise of any of the powers vested in the DGH against us and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from any of our liability / liabilities by reason of any such variation or amendment to any or all terms of the contract.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and until all dues payable by the contractor to the DGH under the contract have been fully paid and the entire claim which the DGH may have against the contractor has been fully satisfied or discharged or till the DGH discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution or in the constitution of the DGH or in that of the Contractor.
7. The Bank hereby confirms that this guarantee has been issued after due observance of all appropriate laws of the country of issue and the issuance of this Bank guarantee does not violate any of the said laws.
8. The Bank hereby also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and shall be subject to the exclusive jurisdiction of the competent Indian Courts within whose jurisdiction the tenders have been invited.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rupees \_\_\_\_\_ (in figures) Rupees \_\_\_\_\_ (in words) and it shall remain in force until \_\_\_\_\_ (indicate the date of expiry of the bank guarantees) unless extended further. We must receive all claims made under this Guarantee before the said expiry of this Bank Guarantee. If no such claim has been made or received by us

within the said expiry or the extended date/s, the rights of the DGH under this Guarantee will cease. However, if we have received a claim within the said date, all rights of DGH, under this Bank Guarantee shall be valid and subsisting and shall not cease until we have satisfied the said claim.

In witness whereof, the bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 2009 \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

Full Name & designation  
and official address ( in legible letters )  
with bank stamp

WITNESS NO.1

\_\_\_\_\_  
(Signature)

Full name and Official address  
(in legible letters)

Attorney as per power of Attorney

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

Dated: \_\_\_\_\_

WITNESS NO.2

\_\_\_\_\_  
(Signature)

Full Name and Official address  
(in legible letters)