

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 3rd Feb 2010 with a formal request letter along with requisite documentation as specified below in Qualification Criterion:

Qualifying Criterion for tender for Beverages Vending Service

- Bidders should have experience in providing and maintaining services of vending machines in any reputed Organization.
- 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 reputed organizations. 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 06/02/10 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:11 th Feb 2010 Time:1400 Hrs Bid Opening Date:11 th Feb 2010 Time:15:00 hrs
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SUB: INVITATION OF OFFER FOR BEVERAGES VENDING OPERATIONS

Sir,

DGH invites offers from reputed parties/ agencies having similar experience in reputed Organizations for Beverages Vending Operations in the 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 Tea/Coffee/Soups etc. as per our instructions/ requirement. Our **requirement of beverages is for 200-250 persons and to be served at least twice daily**. Your bills will be processed on the basis of actual consumption. We require about **three to seven dispensing machines with various options**.

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. COMMENCEMENT AND PERIOD OF CONTRACT:

The Contract shall be effective from date of LOA 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.

3. TERMINATION:

3.1 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.

3.2 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.

3.3 Termination for unsatisfactory performance

If DGH considers that the performance of the CONTRACTOR is unsatisfactory or, not upto the expected standard, DGH shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. 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.

3.4 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 within 15 days of Letter of Award. 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.

3.5 Consequences of termination

In all cases of termination herein set forth, the obligation of 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 3.1 and 3.2, 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 DGH 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 DGH to such CONTRACTOR.

3.6 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.

4. **RATES**

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

5. **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 500/- 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.

6. INDEMNIFICATION

6.1 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.

6.2 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.

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

8. GENERAL TERMS & CONDITIONS:

- The installation, supply of premixes, maintenance for the installed machines would be on the contractor's responsibility.
- For any malfunctioning/failure of machines, the lead time should not be more than 2 hrs to 24 hours, during which the problem would be rectified. An alternate machine will be provided for the longer delay to avoid inconvenience for break in services.
- There would be a routine check up on machine performance on regular basis. There should be proper care of hygiene and cleanliness of the machine and our staff should be given proper training for that.
- There should be quality assurance for each and every raw material provided by you.

- Providing adequate space/tables with power point and good quality water for Vending/Dispensing Machines will be the responsibility of DGH.
- Conducting periodic hygiene audits on vending machines will be duty of the parent company of the vendor.

9. **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.

10. **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

Annexure-I

**PRICE FORMATS
Cost of Consumables**

SL. No.	Description	Price per Kg(INR) inclusive of all taxes.	Annual estimates Qty to be used for evaluation	
1.	Tea Mix			
1(a)	Variant 1 of Item 1 Normal Tea Mix (Low Sugar) Brand Name.....		804 Kg	
1(b)	Variant 2 of 1			
1(c)	Variant 3 of 1			
2.	Coffee Mix			
2(a)	Variant 1 of Item 2 Normal Coffee Mix (Low Sugar)		336 Kg	
2(b)	Variant 2 of 2			
3.	Soup			
3(a)	Variant 1 of 3 Soup –Tomato Pack per 500 g ms	84 Kg	
3(b)	Variant 2 of 3 Pack per 500 g ms		
3(c)	Variant 3 of 3 Pack per 500 g ms		
4.	Tea Bag			
4(a)	Variant 1 of Item 4 Normal Tea Bag (cost per 100 bags) (Per 100 bags)	480Packs	
4(b)	Variant 2 of Item 4			
4(c)	Variant 3 of Item 4			
5.	Disposable Glasses(Plastic) Per pcs		
6.	Disposable Glasses(Paper) Per pcs		
7.	Overall Total for evaluation of row 1(a), 2(a) ,3(a) and 4(a)			

Note:

Payment will be made as per actual.

Variants for Tea can be Lemon Tea, Cardamom Tea; Spice Tea etc. specific to quoted brand

Variants for Coffee can be Coffee regular, Pure Coffee, Espresso, Cappuccino etc. specific to the quoted brand.

Rates of row 1(a), 2(a), 3(a) and 4 (a) will be used for evaluation purpose. Lowest bidder will be decided on the basis of total of row 7 for the estimated quantities of shaded rows meant for evaluation purpose. All other rows contain rates for optional items and will be used for reference as and when requirement basis.

About **three to seven Dispensing Machines** are required for immediate use and DGH reserves the right for placing part order and requirement of pre-mix as well actual dispensers will vary.

Number of machines required to be installed for the identified scope of work may vary both at present location and at new office location.

The requirement is on the basis of tentative estimates and is non committal.

Evaluation will be done on the basis of estimated usages as described above and the lowest bidder will be asked to match the rates of other optional rate elements with other rates of optional elements available with DGH during tendering.

Qualifying bidder no rentals/security/maintenance charges will given during the contract period.

The Work Order will be given for the period of 12 months with an option with DGH to extend for another period of 12 months.

In the event of event of change office to new location you need to accept the change of office to new location without any additional cost to DGH.

DETAILS OF DISPENSER MACHINE INTENDED TO BE INSTALLED WITHOUT RENTAL & SECURITY & MAINTENANCE CHARGES

Machine	Detailed Specifications	Other Details of general nature viz. Installation requirement, capacity and salient distinguishing features to make distinction while opting for selection.
Option 1 Machine Type.....		
Option 1 Machine Type.....		