

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 26.8.2010 with a formal request letter along with requisite documentation as specified below in Qualification Criterion:

Qualifying Criterion for Tender for Event Management Services

- Only registered and bonafied firms having adequate experience of at least two years in the relevant field of supply of these services to Government Ministries/Departments /Government Organizations /PSUs/Corporate Sector etc. and have rendered services to the above clients with at least two minimum orders of Rs. 1 Lac (Rupees One lac only) each or more for the similar events need only apply.
- Documentation to be submitted for certifying the present status of Qualifying Criterion: Copy of Work Orders/Job Orders/Completion Certificates and Certificates showing Legal Status as a Company, Partnership firm/independent business Concern.

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 26.8.2010 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.



DIRECTORATE GENERAL OF HYDROCARBONS
(Under the Ministry of Petroleum & Natural Gas)
MATERIALS MANAGEMENT
C-139, Sector 63, Noida. Uttar Pradesh, India,
PIN-201 301
Phone: 0120-4029400 Fax : 0120-4029410

UNDER REGISTERED POST

No. DGH/MM/NELP-IX/EVENT MANAGEMENT/INDIA/10/2010

Date: 17.08.2010

To,

Dear Sirs,

SUB: EVENT MANAGEMENT SERVICES

Last date/time of submission of Tender **06.09.2010 1400 hrs**

Date/Time of Opening of Tender **06.09.2010 1500 hrs**

Quotations (duly sealed & properly superscribed) are invited under Single Bid System as per the given format for the item(s) enumerated at Annexure-I attached. For Terms and Conditions, please refer Annexure- II attached. **Please fill in the columns and return Annexure-I and Annexure-II duly signed and sealed on all pages before the last date/time of submission of the tender.**

The detailed Scope of Work is as attached at **Annexure-I**

In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of the Tender

Yours faithfully

Sanjeev Nanda
HOD (MM)
For DG, Directorate General of Hydrocarbons

Encl:

1. Annexure-I containing Quantity and Price Format
2. Annexure-II containing Terms And Conditions
3. Format for undertaking by the Bidder

Price Format for EVENT in MUMBAI

Sl No.	Description	Unit	Minimum Qty. Required(a)	Rate(b)	Total(a*b)
1.	Back Drop with frame/stand	Per Sft.	10X10		
2.	Podium Banner	Per Sft	2X4		
3.	Direction panel with Stand/Frame	Per Sft	2X4		
4.	Lobby Welcome Panel	Per Sft	6X6		
5.	Photographer (still) With minimum : 50 snaps	Per Snap	50 Snaps		
6.	Plasma TV with stand. (Sony, LG, samsung Hitachi or equivalent) 40 inch 52 inch 65 inch	Per pc.	1 No. each		
7.	LCD Projector Front back projections <ul style="list-style-type: none"> • 2000-3000 lumens • 3000-5000 lumens 	Per piece	1 No.		
8.	Mixer & Change over Switch	Unit rate.	1 No.		
9.	Video camera digital	Per pc.	1 No.		
10.	Screen with Stand <ul style="list-style-type: none"> • 8" X 6" • 8" X 8" 	Per pc.	1 No.		
11.	Screen with masking:	Per pc.	1 No.		
12.	Mikes & Speakers & Amplifiers <ul style="list-style-type: none"> • Table top • Cordless • Podium • Collar 	Per PC Per PC Per PC Per PC	1 each		
13.	Hostesses/ Ushering Boys/ girls Without DGH Uniform With DGH Uniform	Per head	2 Nos.		
14.	Inaugural lamp arrangement with accessories (minimum 4ft.)	Per unit	1 No		
15.	Name Plate with stand	Per Pc	10 Nos.		
16.	Laptop (DVD writer)	Per PC	1 No.		

17.	<ul style="list-style-type: none"> • 2ft.Wooden Dias with carpet with 2 side high steps • 3ft.Wooden Dias with carpet with 2 side steps 	Per Sft.	<ul style="list-style-type: none"> • 8ft X 8ft • 8ft X 8ft 		
18.	Laser Printers (heavy duty)	Per PC	1 Pc		
19.	Display stands	Per PC	2 No.		
	TOTAL				

- Details of the Taxes included above:_____

Note:

1. Evaluation will be done based on total cost quoted.
2. Discount: Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices.
3. All the rates must be quoted in figures as well as in words without any cutting or overwriting. In case any discrepancy in the rates quoted in figure and words, the rates quoted in words shall be considered as final and authentic.
4. Contract will be awarded to the bidder in case the bid has been determined to be **in full conformity to the bid documents** and has been determined as the lowest evaluated bid, economically feasible and responsive.
5. Rate approval intimation letter will be issued to lowest bidder. Order confirmation will be made only once the date for venue is decided after declaration of NELP –IX by GoI.
6. Payment terms :
 - (a)No advance payment will be made.
 - (b) 100% payment will be made within 30 days from the date of receipt of clear and undisputed invoice/bill.
 - (c)The invoice/bill is to be raised in the name of “HOD (MM), DGH, New Delhi” after satisfactory completion of the work as per Scope of work duly certifies for completion by DGH.

Signature
(Seal of bidder)

Annexure-II

TERMS AND CONDITIONS

- 1.** Your rate should clearly specify whether the same are inclusive of all taxes. If the information is not given, your rate will be taken as inclusive of all taxes / duties.
- 2.** Rate should be given according to the unit and no other alternative will be considered.
- 3.** If you are unable to offer, please return this tender to this office suitably endorsed.
- 4.** Quotations will be opened on scheduled date and time. You may send your representative to be present at the time of opening.
- 5.** Your offer should be delivered to this office in sealed cover by 14.00 Hrs. on due date of opening of bids.
- 6.** The validity of the offer should be up to 90 days in respect of this tender. In the absence of period of validity being mentioned in your offer, it will be assumed that your offer conforms to the validity asked for in this inquiry.
- 7.** The estimated quantities are liable to change.
- 8.** The event is likely to be held in September only at one of the venues; however the actual date will be informed later on. Confirmation about the date and venue will be subject to declaration of the NELP IX by GoI.
- 9.** Bid Security: Not Applicable
- 10.** The bidder is required to submit an interest free security deposit within 14 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 7.5% 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.
- 11.** Default in delivery / Liquidated damages:

11.1 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.

11.2 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.

12. No increase in price on any score shall be entertained by DGH.

13. FORCE MAJEURE

13.1 The term "*Force Majeure*" as employed herein shall mean an event beyond the control of the DGH and/or the Contractor and not occurring due to the fault or negligence of any of the parties hereto and such acts include acts of nature, tempest, war, civil war, riot, flood, fire and Acts and Regulations of respective governments of the two parties i.e., DGH and the Contractor. *Force Majeure* does not include the financial condition of the Contractor or the DGH, nor does it arise from the failure of one or both parties to meet their obligations under the Contract.

13.2 Neither party shall be held responsible for any loss or damage or delay in or failure of performance of the Contract consequent to this tender to the extent that such loss or damage or such delay or failure of performance is caused due to *Force Majeure*.

13.3 In the event of either party not being able to perform any obligation required to be performed by them under the contract due to *force majeure*, the corresponding obligation of the party affected due to such non-performance shall, upon notification in writing to the other party, be suspended for the period during which such cause lasts.

13.4 Upon the occurrence of such cause and upon its termination, the party alleging that it has been disabled from discharging its duty as aforesaid shall notify the other party in writing within 72 hours of the beginning and estimated duration thereof of the *force majeure* condition first occurring giving the full particulars supporting of its claim.

13.5 Time for performance of the relative obligation suspended by *Force Majeure* shall then stand extended by the period for which such cause lasts.

13.6 If a *Force Majeure* situation arises, the Contractor shall notify the DGH of such condition and the cause thereof. Unless directed by the DGH in writing, the Contractor shall continue to perform his obligations under the Contract as far as reasonably practicable, and shall seek all reasonable alternative means for performance.

13.7 Either party will have the right to terminate the Contract with a 15 day prior written notice if such *Force Majeure* conditions continue beyond 30 days. No payments or Standby charges are payable to the Contractor for the duration of *Force Majeure* conditions.

14. TERMINATION

14.1 Termination on expiry of the terms (Duration):

The contract shall be deemed to have been automatically terminated on expiry of duration of contract or extension, if any, thereof.

14.2 Termination on account of *Force Majeure* conditions prevailing:

Either party shall have the right to terminate the contract on account of *Force Majeure* under clause 15.7 hereinabove.

14.3 Termination on account of Insolvency:

In the event that the CONTRACTOR at any time during the term of the contract becomes insolvent or makes a voluntary assignment of its assets for the benefits of creditors or is adjudged bankrupt, then the DGH shall by a notice in writing have the right to terminate the contract and all the contractor's right and privileges hereunder, shall stand terminated forthwith.

14.4 Termination for Unsatisfactory Performance:

If DGH considers that the performance of the contractor is unsatisfactory, or not up to the expected standards, DGH shall notify the contractor in writing and specify in details the cause of the dissatisfaction. DGH shall have the option to terminate the contract by giving 15 days notice in writing to the contractor if the contractor fails to comply with the requisitions contained in the said written notice issued by DGH.

14.5 Termination due to change of Ownership & Assignment:

In case the contractor's rights and/or obligations under the contract and / or the contractors rights title and interest to the equipment / material, are transferred or assigned without the DGH's consent, DGH may at its absolute discretion, terminate the contract.

14.6 Termination due to delay:

Beside others, DGH can terminate the contract under following conditions:

Delay beyond two weeks in completion of contracted work beyond the scheduled completion date

14.7 Consequences of Termination:

In all cases of termination herein set forth, the obligation of DGH to pay the rates or any other charges shall be limited to the period up to the date of termination. Notwithstanding the termination of the contract, the parties shall continue to be bound by the provisions of the contract that reasonably require some action or forbearance after such termination.

14.8 If at any time during the term of the contract, breakdown of contractor's equipment results in contractor being unable to perform obligations hereunder for a period of 15 successive days (not including *force majeure* delay). DGH, at its option, may terminate this contract without any further right or obligation on the part of DGH, except for the payment of money then due. No notice shall be served by DGH under the condition stated above.

14.9 Upon termination of the contract, contractor shall return to DGH all of DGH's items, which are at the time in contractor's possession, at contractor's cost.

14.10 Notwithstanding any provisions herein to the contrary, the contract may be terminated at any time by DGH on giving 15 days written notice to the contractor due to any other reason not covered under the above clauses from 14.1 to 14.7 and in the event of such termination the DGH shall not be liable to pay any cost or damages to the contractor except for payment for all services, repairs, total replacement cost and all personnel, charges and other charges including demobilization charges if provided for in the contract as per the contract up to termination.

14.11 In the event of termination of contract, DGH will issue notice of termination of the contract with date or event after which contract will be terminated. The contract shall then stand terminated and the contractor shall demobilize their personnel and materials.

15. **ARBITRATION**

15.1 Except as otherwise provided elsewhere in the contract, if any dispute or difference arises between the parties hereto or the respective representatives or assignees at any time in connection with operation, interpretation or out of CONTRACT or breach

thereof shall be decided in accordance with Indian Arbitration and Conciliation Act, 1996 by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and the Arbitrators so appointed shall appoint third arbitrator, who shall act as the presiding arbitrator.

- 15.2 In case a party fails to appoint an arbitrator within 30 days from the receipt of request to do so by the other party or the two arbitrators so appointed fail to agree on the appointment of the third arbitrator within 30 days of the appointment of second Arbitrator, the Chief Justice of Supreme Court/High Court as the case may be or any other person or institution designated by him within whose jurisdiction the subject CONTRACT has been made, shall appoint the arbitrator/presiding arbitrator upon request of any of the parties.
- 15.3 If any of the arbitrators so appointed dies, resigns, incapacitated or withdraws for any reasons from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both the parties agree for the same and otherwise he shall proceed de-novo.
- 15.4 It is agreed between the parties that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- 15.5 It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.
- 15.6 The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.
- 15.7 The venue of the arbitration shall be New Delhi, India and shall be conducted in English language. The Courts in Delhi will have the jurisdiction to deal with such arbitration award if required.
- 15.8 The fees of the arbitrators shall be borne by the respective parties nominating them and the fee of the presiding arbitrator, cost and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- 15.9 Subject to aforesaid, the provisions of Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

16. APPLICABLE LAWS

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India. Contractor shall ensure full compliance of all applicable Indian Laws and statutory regulations at its own cost.

17. TAXES AND LEVIES

- 17.1 Corporate and personnel taxes payable by Contractor in respect of the contract, if any shall be the liability of Contractor and DGH shall not be held responsible on this account.
- 17.2 The quoted price shall include all the taxes including Service Tax if applicable and Income Tax, levies, duties etc. shall be borne by the Contractor.
- 17.3 Tax on payments made shall be deducted at source by DGH as per the Indian Income Tax Act and Rules framed there under including subsequent changes, if any. A proper Tax Deduction Certificate will be issued by DGH within the time prescribed under the Indian Laws.

18. CONFIDENTIALITY OF INFORMATION

All information and maps obtained by Contractor from the DGH during and after completion of its obligations contained herein are confidential and should not be divulged by the Contractor or his employees, affiliates and sub-contractors to any third party other than the DGH's personnel. This obligation of Contractor shall prevail even after termination of contract.

19. PAYMENT TERMS :

- i) No advance payment will be made.
- ii) 100% payment will be made within 30 calendar days from the date of receipt of clear and undisputed invoice/bill.
- iii) The invoice/bill is to be raised in the name of "HOD (MM), DGH, C-139,Sector-63,Noida" after satisfactory inspection and delivery of full quantity of material at destination.

UNDERTAKING/DECLARATION

We declare that neither we nor any of our allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by DGH debarring us from carrying on business dealing with DGH.

Signature
(Seal of bidder)