

### **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 July 2013 with a formal request letter along with requisite documentation as specified below in Qualification Criterion:

#### **Qualifying Criterion for tender for Arrangement of Tea Coffee**

“Bidders should have experience in providing and maintaining services of vending machines in any reputed PSU/Govt. organizations & departments and private firms. Bids should be either from M/s Godrej & Boyce, M/s Nestle India Ltd., M/s Froth and Flavour, M/s Hindustan Unliver Limited. or their authorized agents/concessionaires/service providers only. Any other potential bidder requesting for participation is required to approach DGH within seven working days from the date of enquiry with formal request for issue of tender document. The tender will be issued only to eligible bidders after verification of the submitted documents confirming (1) they are ready to quote for acceptable brands,(2) they are having requisite experience and (3) the contract value for the requisite experience for at least one contract should be more than `3,00,000/-

For this Bidder should submit copies of Work Orders/Job Orders/contracts/certificates among other documents which shall include contract numbers and other details to substantiate the satisfactory execution of the contracts from at least two reputed clients i.e. PSU/Govt. Departments/ Multinationals/ renowned private organizations.”

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 Directorate General of Hydrocarbons (DGH), OADB Bhawan, Tower A, Plot No.2, Sector-73, NOIDA-201301, UP India. Phone No :(+91)-120-2472000, Tele Fax:(+91)-120-2472049 within seven working days from the date of tender(i.e., upto 24/07/2013) 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 Ministry of Petroleum & Natural Gas  
Govt. of India,  
NOIDA, INDIA

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**FORWARDING LETTER**

To, **DGH/MM/Admin/Arrang. Tea & Coffee/039/2013-14/ENQ-97**

**Date** 12/07/13  
**Bid Closing Date** 26/07/13  
**Time** 1400Hrs  
**Bid Opening Date** 26/07/13  
**Time** 1500Hrs

**Sub : INVITATION OF OFFER FOR ARRANGEMENT FOR TEA COFFEE FOR  
DGH OFFICE**

Sir,

DGH invites you to submit your lowest bid for our above referred requirement as per General Terms & Conditions vide **Annexure-I**, Scope of Work vide **Annexure-II**, Price Format enclosed vide **Annexure-III**, including all attachments thereto.

1. Please arrange to send your bid in a sealed envelope, super-scribed with the above mentioned Bid Document No. and Bid Closing Date so as to reach DGH's office at following address before the bid closing date and time. Any bid received after the closing date and time will not be considered.

HOD (MM)  
Directorate General of Hydrocarbons  
OIDB Bhawan, Plot No.2, Sector 73  
Noida – 201301

2. **BID validity:** Your bid should be valid for a period of **60** days.
3. **DGH'S RIGHT TO ACCEPT OR REJECT BID:** The DGH reserves the absolute right to accept or reject any or all Bids, at any time, prior to the award of Contract, without assigning any reason.

Yours faithfully

(Sanjeev Nanda)  
HOD (MM)

**Encl: As above**

**For Directorate General of Hydrocarbons**

**GENERAL TERMS AND CONDITIONS OF CONTRACT**

**1. DEFINITIONS**

- In the Contract, the following terms shall be interpreted as indicated:
  - (a) The “Contract” means the agreement entered into between DGH and the Contractor, as recorded in the Contract Form signed by the parties, includes all attachments, appendices thereto as also all documents incorporated by reference therein;
  - (b) The “Contract Price” means the price payable to contractor under the contract in consideration for the full and proper performance of its contractual obligations.
  - (c) The “Work” means each and every activity required to be carried out for the successful performance of the service described in the Scope of work at Annexure IV.
  - (d) “DGH” means the Directorate General of Hydrocarbons and its executors, successors, administrators and assignees.
  - (e) “Contractor” means the individual or firm or company or consortium or joint venture of companies performing the work under this contract.
  - (f) “Contractor’s personnel” mean the personnel to be provided by the contractor to provide services in terms of this contract.
  - (g) “DGH Personnel” mean the personnel to be provided by the DGH.

**2. EFFECTIVE DATE AND DURATION OF CONTRACT**

The Contract shall be effective from date of LOA the contract shall be initially for period of 2 year from date of commencement.

- The terms and conditions shall continue until the completion of the work.

**3. LIABILITY**

- Except as otherwise expressly provided, neither the DGH nor its servants, agents, nominees, contractors or sub-contractors, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for any loss or damage caused to the equipment and / or loss or damage to the property of contractor and / or its contractors or sub-contractors, irrespective of how such loss is caused. The contractor shall protect, defend indemnify and hold harmless DGH from and against such loss or damage and any suit, claim or expense resulting there from.
- Neither the DGH nor its servants, agents, nominees, assignees, contractors and sub-contractors, shall have any liability or responsibility what-so-ever for injury, illness, or death of any employee of contractor and/or of its contractors

or sub-contractors irrespective of how such injury, illness or death is caused. Contractor shall protect, defend and hold harmless the DGH from and against such loss or damage and any suit claim or expense resulting there-from.

#### **4. SECRECY OF CONTRACT DOCUMENT**

- The successful bidder shall not, without the prior written consent of the DGH, disclose the contents of the Tender, or any provision thereof or any specification, data, maps, or other information furnished by or on behalf of DGH in connection therewith to any person or third party other than a person employed by the Bidder. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary.
- Contractor shall not without DGH's prior written consent make use of contract document or any information enumerated above except for bid preparation and contract execution.

#### **5. FORCE MAJEURE**

- 5.1 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.
- 5.2 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*.
- 5.3 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.
- 5.4 Upon the occurrence of such cause, 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, estimated duration thereof of the *force majeure* condition first occurring giving the full particulars supporting of its claim. The party affected shall promptly notify the other party as soon as the force majeure event has been removed and no longer prevents it from complying with the obligations which have been suspended and shall thereafter resume compliance with such obligations as soon as possible.
- 5.5 Time for performance of the relative obligation suspended by *Force Majeure* shall then stand extended by the period for which such cause lasts.

- 5.6 If a *Force Majeure* situation arises, the Contractor shall notify the DGH of such condition and the cause thereof. 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.
- 5.7 Either party will have the right to terminate the Contract with a prior written notice of 15 days 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.

## **6. TERMINATION**

- 6.1 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.
- 6.2 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 7.7 hereinabove.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 Termination due to delay:
- Beside others, DGH can terminate the contract under following conditions:
- Delay beyond two months in completion of contractual work beyond the scheduled completion date
- 6.7 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.

- 6.8 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.
- 6.9 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.
- 6.10 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 6.1 to 6.8 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.
- 6.11 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.

## **7. INDEMNIFICATION**

- 7.1 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.
- 7.2 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.

## **8. ARBITRATION**

- 8.1 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.

- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 It is also agreed between the parties that neither party to the arbitration shall be entitled to the interest on the amount of award.
- 8.6 The Arbitral tribunal shall give a reasoned award and the same shall be final, conclusive and binding on the parties.
- 8.7 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.
- 8.8 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. 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.

## **9. 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.

## **10. TAXES AND LEVIES**

- 10.1 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.
- 10.2 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.

**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 along with applicable service tax at the time of payment.

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

**13. HOLIDAY**

DGH may at its sole discretion, put the contractor on Holiday for a particular period or permanently in case of default or as a result of poor performance, non-adherence to the contractual obligations and/or delay in execution of the contract by the party. Also, this action shall disqualify such a defaulter from bidding in future tendering process. In event such action is initiated by DGH, the same shall be circulated to all PSUs/ Departments under administrative control of MOP&NG.

**14. NOTICES**

Any notice given by one party to other pursuant to the contract shall be sent by telegram, telex, cable or fax and confirmed in writing to the applicable address of the other party. For the purpose of this contract the addresses of the parties are:

**Directorate General of Hydrocarbons (DGH),  
OIDB Bhavan, Tower A, Plot No.2, Sector-73,  
NOIDA-201301,UP India.**

**Contractor's Address**

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**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 five **dispensing machines with various options and the entire job has to be assigned as single point responsibility only**.

- 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.

**Annexure-III****PRICE FORMATS**  
**Cost of Consumables**

SL. No.	Description	Price per Kg (INR) inclusive of all taxes.	Tentative Requirement per month evaluation purpose only.	Annual estimates Qty to be used for evaluation
1.	Milk Whitener			
1(a)	Variant 1 Low Sugar (Whitener)Milk Pre Mix. Brand Name.....		170 Kg approximately	
1(b)	Variant 2 Normal Sugar .....		Referral Rate	
2.	Coffee			
2(a)	Normal Coffee Sachet .....		2960 Nos. approximately	
3.	Tea			
3(a)	Variant 1 of Item 3 Normal Tea Bag .....	..... (Per 100 bags)	12300 Tea Bags approximately	
3(b)	Variant 2 of Item 3 Lemmon Tea Sachet .....	..... Pack per 500 g ms	900 Sachet approximately	
3(c)	Variant 3 of Item 3 Ginger Tea Sachet	..... Pack per 500 g ms	Referral Rate	
3(d)	Variant 4 of Item 3 Cardamom Tea Sachet	..... Pack per 500 g ms	Referral Rate	
4.	Soups			
4(a)	Variant 1 of Item 4 Tomato Soup	(Per 100 bags)	12300 Tea Bags approximately	
5.	Disposable Glasses(Plastic)	..... Per pcs	Referral Rate	
6.	Disposable Glasses(Paper)	..... Per pcs	Referral Rate	
7.	Sugar			
7(a)	Cubes	Per Kg _____	80 Kg	
7(b)	Normal Sugar	Per Kg _____	Referral Rate	
8	Rentals and maintenance of Dispensing Machine	Per Machine Per annum` _____	Five Machines Per annum , _____	, _____
9	<b>Overall Total for evaluation of row 1(a), 2(a) ,3(a),3(b),7(a) and 8</b>			

**Note:**

Payment will be made as per actual.

As per industrial practice DGH expects the Dispensing Machines are offered without any charges for promotional reasons. However this element has been added for facilitating proper evaluation in the event some of the offers have charges for this element.

Rates of row 1(a), 2(a), 3(a), 3(b), 7(a) & 8 will be used for evaluation purpose. Lowest bidder will be decided on the basis of total of row 9 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. Apart from the above quotes additional variants available with the vendors can also be quoted for referral rates.

About Five **Dispensing Machines** are required for Ground plus four floors and two more machines may be required for fifth and sixth floor later on when ever those floors are ready. You are requested to install new machines which will help trouble-free service for the contract period.

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.

The Work Order will be given for the period of 24 months.

**Note:** The rates quoted should be inclusive all taxes. Service Tax, if any will be paid as applicable on quotes of Dispensing Machine Maintenance and Rental components.

**DETAILS OF DISPENSER MACHINE INTENDED TO BE INSTALLED AS MENTIONED  
ABOVE AND CORRESPONDING RENTAL & SECURITY & MAINTENANCE CHARGES IF  
NOT OFFERED FREE**

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.....		