

ADDENDUM-II

29.10.2011

Ref. Tender No. BGL/162/2011-12 dtd 04.10.2011.

Sub: Hiring for Appointment of Agency for Metering, Billing & Collection & Maintenance of Call Centre for Operations of Domestic PNG Connections at Hyderabad, Vijayawada & Kakinada.

This is for general information of all bidders that this Addendum along with enclosures shall form part of the bidding documents.

Bidder shall take in to account the above the same while submitting their bid.

The Addendum -II shall form the integral part of the tender document.

All other Terms and Conditions of the tender document shall remain unaltered

For and on Behalf of Bhagyanagar Gas Limited



**A.V.V.R. Murthy
Manager (C&P)**

**Manager (Contracts & Procurement)
BHAGYANAGAR GAS LTD.
2nd Floor, Parishram Bhavan
Basheerbagh, Hyderabad - 500 004**

Enclosures:

- 1. Replies to Pre - Bid Queries.**
- 2. Annexure - I: Bid Evaluation Criteria for Consortium**
- 3. Annexure - II: Cut Out Slips**
- 4. Annexure - III: Integrity Pact**
- 5. Annexure - IV: Revised Schedule of Rates**

Subject: Appointing Agency for Meter Reading, Billing, Collection and maintenance of Call Centre for PNG domestic connections in Hyderabad, Vijayawada and Kakinada.

Bid Document No.: BGL/162/2011-12

SI No	Section	Pg No	Clause	Query / Comment	Reply to Query
COMMERCIAL					
1	SECTION 5	39	Form F-3-Proforma for Bank Guarantee for Earnest Money Deposit Bid Security	<p>This BG Format does not have standard Bank clause –a required by all banks and as given here under:</p> <p>Not withstanding any thing contained herein above</p> <p>Our liability under this bank guarantee shall not exceed Rs____/- (Rupees_____ only).</p> <p>This bank guarantee shall be valid upto -----</p> <p>We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before ----- ---before 14.30 hours (Indian Standard Time) whereafter it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.</p>	Tender conditions prevails.However standar clauses as per RBI without changing the format are acceptable.

Subject: Appointing Agency for Meter Reading, Billing, Collection and maintenance of Call Centre for PNG domestic connections in Hyderabad, Vijayawada and Kakinada.

Bid Document No.: BGL/162/2011-12

SI No	Section	Pg No	Clause	Query / Comment	Reply to Query
2	SECTION 5	41	Form F-4 -Proforma for Bank Guarantee for Contract Performance Guarantee	<p>This BG Format does not have standard Bank clause –a required by all banks and as given here under:</p> <p>Not withstanding any thing contained herein above</p> <p>Our liability under this bank guarantee shall not exceed Rs ____/- (Rupees _____ only).</p> <p>This bank guarantee shall be valid upto -----</p> <p>We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before ----- ---before 14.30 hours (Indian Standard Time) whereafter it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.</p>	Tender conditions prevails.However standar clauses as per RBI without changing the format are acceptable.
3	SECTION 5	46	Form F-5 -Proforma for Mutual Non Disclosure Contract Agreement - Term	Need to add a line in this clause as under:	Tender Conditions Prevails. However a small modification is made in the format of the NDA which is enclosed at Annexure - I .
				“The confidentiality obligations of either party shall survive the Term of this Agreement and for a period of two years thereafter.”	

Subject: Appointing Agency for Meter Reading, Billing, Collection and maintenance of Call Centre for PNG domestic connections in Hyderabad, Vijayawada and Kakinada.

Bid Document No.: BGL/162/2011-12

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4	SECTION 6	55-131	GCC - General Conditions of Contract (GCC)	In this GCC there are various terms and conditions which are related to a typical civil and infrastructure work – may not be applicable to the work envisaged under this assignment hence need to proper clarification from BGL – on applicability /non- applicability of such terms and conditions.	Tender conditions prevails
5	SECTION 6	83	32-TERMINATION	Need to have a reciprocal clause –where by the Contractor shall have right to terminate the contract in event of any default on part BGL	Tender Conditions Prevails
6	SECTION 6	89	43.4-Patent- indemnity	The provisions are without standard exceptions – need to add them.	Tender conditions prevails
7	SECTION 6	116	98-Taxes, Duties , Octroi etc.	Need to modify the provision – the Contractor shall be liable for all present taxes on its income and all other taxes shall be to the account of BGL . Similarly any increase or decrease in the existing taxes or any newly introduced taxes shall be to the account of BGL.	Tender conditions prevails
8	SECTION 6	123	107-Arbitration	The Contractor would like replace the existing provisions with provisions for arbitration through a bench of neutral arbitrators consisting one arbitrator appointed by each party and an umpire appointed by such two arbitrators.	Tender Conditions prevails

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SI No	Section	Pg No	Clause	Query / Comment	Reply to Query
9			Need detailed additional clauses – to protect both parties interest	1 Acceptance provisions including a deemed acceptance provision in event- if BGL does not issue acceptance certificate on completion of acceptance test or starts using deliverables in live environment before issuing such certificate.	Tender Conditions prevails
				2 Intellectual Property Rights – to protect BGL's , Contractor's and Third Party Vendor's/ OEM's – IPR.	Tender Conditions prevails
				3. Warranty provisions for software –including standard exceptions and exclusions.	Tender Conditions prevails
10	RFQ	5 (i)			The clause is modified as ".The bid documents are not transferable. However bids from bidders who have downloaded from BGL website, shall be considered only when they meet Bidder's Eligibility Criteria (BEC) under Section - 1 to RFQ. Any Bids not meeting Bidder's Eligibility criteria (BEC) will be considered non responsive and shall be rejected".
11	SECTION - 1	New Clause	Consortium		As per Annexure - I
12			Revised Financial Bid Evaluation Criteria		As per Annexure - I
13	SECTION - 2		Cut Out Slips		New Cut Out Slips as per Annexure - II

Subject: Appointing Agency for Meter Reading, Billing, Collection and maintenance of Call Centre for PNG domestic connections in Hyderabad, Vijayawada and Kakinada.

Bid Document No.: BGL/162/2011-12

SI No	Section	Pg No	Clause	Query / Comment	Reply to Query
14	SECTION - 3	10	Bids from Consortium		<p>Clause is modified as "A Bidder shall submit only one bid including bid as member of consortium, if any. A Bidder who submits or participates in more than one bid will cause all the bids in which the bidder has participated to be disqualified. The submitted proposal must mention the lead member and the lead member should designate one person to represent the consortium in its dealings with the BGL. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitment on behalf of the consortium, etc. The submitted proposal shall contain a Joint Deed Agreement entered into between the consortium members, clearly indicating the responsibilities of each consortium member, in the proposed offer to BGL. Each member of the consortium shall duly sign the Joint Deed Agreement, making each of the consortium members, individually liable for raising the required funds. In absence of such a document, the Bid would not be considered for evaluation and will be rejected. The submitted proposal should also contain signed letters ("Letter of Consent") submitted by each member of the consortium, stating that the entire proposal has been reviewed and each element of the proposal is agreed to and stating the investment commitment for the envisaged project. Any substantive exception should be addressed in the letter. Any other request for change in the membership of the consortium, or in responsibilities, or in equity commitments of any consortium member is allowed, however, such change must be communicated to BGL in writing for its approval. BGL reserves the right to cancel the Award of project to the consortium, which in its opinion adversely affects the consortium strength and doesn't meet the qualification criterion as mentioned in this document. Accordingly the Bank Guarantee submitted by the Bidder as bid bond in accordance to ITB shall be forfeited in such cases."</p>

Subject: Appointing Agency for Meter Reading, Billing, Collection and maintenance of Call Centre for PNG domestic connections in Hyderabad, Vijayawada and Kakinada.

Bid Document No.: BGL/162/2011-12

SI No	Section	Pg No	Clause	Query / Comment	Reply to Query
15	SECTION - 3	11			11.5: Envelope - IV: Super Scribing " Original Bid Document Fee", shall contain Bid Document Fee in Original along with covering letter.
					11.6 Envelope - V: Superscribing "Consortium Agreement" containg copy of agreement between Leader and Member of the Consortium
					11.7 Envelope - VI: Superscribing " Power of Autorny & Integrity Pact" containing original Power of Auttoney of the Signatory of the Bid Document and Intigrity pact.
16	SECTION - 6		Integity pact		Bidders have to execute the integrity pact as per the format enclosed at Annexure - III on white paper.

Subject: Appointing Agency for Meter Reading, Billing, Collection and maintenance of Call Centre for PNG domestic connections in Hyderabad, Vijayawada and Kakinada.

Bid Document No.: BGL/162/2011-12

SI No	Section	Pg No	Clause	Query / Comment	Reply to Query
SCOPE OF WORK/TECHNICAL QUERIES					
1	Volume II- Part A	4		What are the reasons that could trigger Special Meter Readings?	Special meter reading is specifically for those customers who prefer meter readers a particular date & time for taking meter reading. List of such cases shall be provided to the contractor by BGL.
2	Volume II- Part A	4		What is the percentage of VIP Meter Readings of the total meter readings.	Nominal and approximately around 1-2% of the total quantity against each city
3	Volume II- Part A	5		Will the uniform,caps, id cards be provided by BGL?	These are to be provided by Contractor but the design of the same shall be approved by BGL.
4	Volume II- Part A	7	Meter readers shall collect the cheques from drop boxes/ consumers/ other locations as specified by BGL and submit the same in stipulated time along with a covering letter in soft and hard form to BGL.	Details of BGL's policy for collection of cheques by meter readers from consumers and the geographical area to be covered for such cheque collection.	The geographical areas covered are:- 1. Hyderabad: Nalsar University, Suchitra, Kompally, Alwal, Medchal Village, Qutbullapur, Chintal. 2. Vijayawada: Ajithsingh Nagar, APHB Colony, Vidhyadharapuram. 3. Kakinada: Sarpavaram Junction, Vakalpudi, kakinada Muncipal Limits
5	Volume II- Part A			What is the billing frequency currently? Monthly or bi-monthly.	Bi-monthly as per tender document.
6	Volume II- Part A	8	Generally if Meter readers are not found wearing the uniforms as prescribed by BGL penalty would be applied as per such instance reported.	What is the nature of penalty that would be levied?	It is the responsibility of the contractor that meters readers wear uniforms. Sufficient warnings shall be given to the contract if the meter readers are found without uniform and a nominal Rs. 1000 shall be levied per meter reader per instance.

Sl No	Section	Pg No	Clause	Query / Comment	Reply to Query
7	Volume I- Part A	8	To meet the technical qualification criteria as stated above bidder shall provide documentary evidences viz. detailed work order copies and any other relevant documents in support of his claim. In absence of requisite documents, BGL reserves the right to reject the bid without making any reference to the bidder.	Minimum how many such case studies need to be shown?	Minimum of One Number of Work Order and any other relevant documents in support of claim.
8				1. Are the meters installed inside the premises or outside the premises?	Meters are installed in kitchen which is inside the premises.
9				2.What is special meter reading? How much is the volume? What is the frequency?	Special meter reading is specifically for those customers who prefer meter readers a particular date & time for taking meter reading. List of such cases shall be provided to the contractor by BGL.
10				3. Distribution of circulars along with meter reading only or otherwise also?	Normally along with the meter reading / Billing. In some cases it may be otherwise also as per the requirement of BGL.
11				4. Not mentioned, who will be handling the exceptions? BGL or Agency.	Exceptions shall be handled by BGL
12				5. Is meter reading to be taken only in HHT or only in Hard copy or both HHT & Hard Copy?	Initial in hard copy until HHT is provided by BGL. BGL shall provide HHT by the time contract is awarded and manpower is mobilized by the contractor
13				6. What is the prescribed format for meter reading & no. of fields to be updated?	Format shall be provided by the BGL to the successful contractor
14				7. Data up-date to be done. Where is it to be done??	Contractor has to maintain a server and which shall be connected to BGL server through broadband service.
15				8. If meter reading could not be taken, 3 attempts to be made. Is this including or excluding the first visit?.	3 attempts includes first visit.
16				9. What is the meaning of electronics format?	Required software format.

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17				12. Do HHT's operate on one time use batteries or chargeable batteries?	HHTs operate on Chargeable Batteries.
18				13 Number of resources (Metering, Billing & Collection) :- As per RFP document, 1 Supervisor, 1 Team Leader & 3 Meter Readers are required for the job. However considering the volume & geographical spread (20k - Hyderabad, 10k - Vijaywada & 5k - Kakinada) this number looks insufficient. Request you to provide clarity on number of resources to be deployed at each location and the basis of it's computation.	As per tender document, 1 Supervisor, 1 Team Leader & minimum 3 nos of Meter Readers. However contractor needs to deploy sufficient number of meter readers as per the requirement.
19				14.Number of people (Contact Centre) :- On page 16/16 of RFP document, there seems to be a discrepancy as one work station is mentioned for 3 inbound call center persons/shift. Request you to provide clarity on number of resources to be deployed at contact center and the basis of it's computation.	For inbound call centre, 2 work stations with 1 person per work station per shift 24x7 will be provided by the contractor. Revised SOR attached at Annexure - IV.
20				15.What is the current & potential size of this engagement. YOY growth.	BGL plans to connect 2.66 Lakh households in Twin cities. 0.98 lakhs in Vijayawada and 0.47 Lakhs in kakinada by 2014.
21				16.BGL has asked for One MP for outbound calling for 8 Hr shift, What about the break timing & during that time who will man the workstation.	Tender conditions prevails
22				17.We observed that in the RFP document, geographical spread of the residences in each market is not provided. Please explain this in detail, so as to estimate approximate number of readings that can be done per person per day.	The geographical areas covered are:- 1. Hyderabad: Nalsar University, Suchitra, Kompally, Alwal, Medhal Village, Qutbullapur, Chintal. 2. Vijayawada: Ajithsingh Nagar, APHB Colony, Vidhyadharapuram. 3. Kakinada: Sarpavaram Junction, Kakinada Muncipal Limits
23				18.We also observed that in the RFP document, bill cycle dates are not provided. Please explain this in detail, so as to get a fair idea for planning the capacity.	Tender conditions prevails

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24				19.Please help us understand the meaning of 'Book Walk Sequence' as is mentioned in the RFP document.	For example: In a society there are 5 buildings, A, B, C, D & E. And BGL provides a list of 100 customers to the meter reader staggered across the society. The meter reader should complete all the meter readings first from A building then B building and so on. This is the meaning of "Book Walk Sequence".
25				20. Please let us know the data retention policy & the time period for which you expect us to store on line data.	Data to be maintained as confidential. Contractor has to handover all the data at the closure of the contract.
26				21.Please let us know whether on line connectivity is required	Line connectivity is required
27				22.Please help us understand whether the transfer of data be made from Hand held directly to a central system or this will need to be uploaded in our system and then transferred by FTP.	Data from HHT system has to be transferred to contractor's central system and from there to BGL's server.

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Bid Document No.: BGL/162/2011-12

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28				23.We observed that the process of data entry for cheque collection & monitoring of clearance is not given in the RFP document. Please confirm whether you want us to do the same.	BGL shall provide a window to the contractor which will provide the details regarding the cheques received, cleared, etc.
29				24.We would like to know if the collection process includes cash collection as well.	Cash Collection is not allowed
30				25.Please let us know the drop box locations.	Prefarably places where people visit frequently such as Supermarkets, Security room of an apartment, etc.
				BELOW ARE OUR SUGGESTIONS	
31				<p>1. Normal Meter Reading - Bi-monthly.</p> <p>2. VIP meter reading. - To be done by Supervisors with prior appointment.</p> <p>3. Separate team for exceptional meter reading.</p> <p>4. "Sorry to have missed you" cards to be printed by Agency.</p> <p>5. Liaison will be done by agency with the societies.</p> <p>6 Collection of cheque from drop boxes.</p>	All these suggestions are available in the tender document.
32				7.As for as Inbound calling is concerned, again they have ask for only one MP for 24/7, again what about the break timing of individual, Who will man the workstation during the break of individual.??As per contact center basic principle they should have at least two workstation during the Day shift so that the breaks for the individual can be managed. Our suggestion is that BGL should go for one workstation of 24/7 and one workstation of 16/7.	For inbound call centre, 2 work stations with 1 person per work station per shift 24x7 will be provided by the contractor. Revised SOR attached at Annexure - IV.

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Bid Document No.: BGL/162/2011-12

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33				Duration of contract is for 2 years. It shall be viable for any contractor for extension of duration of contract to 3 years.	3 years is acceptable. Revised SOR is enclosed at Annexure - IV .
34				Please provide minimum number of quantity to start with the activity. For example 1000 Nos of conections from Hyderabad, 500 Nos each from Vijayawada and kakinada	No such Minimum Number could be provided as this is a start-up activity.

TECHNICAL BID EVALUATION CRITERIA

- 3.0 Bids are also acceptable from Consortium/Joint Venture of Meter reading, Billing & Collection Agency and Call Centre provider subject to fulfilment of the following conditions:-
1. Total number of consortium/JV members including leader should not exceed two.
 2. A member who is a meter reading, billing & collection agent and meets the requirement as per the BEC for Part – A shall be nominated as leader of the Consortium/JV and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorised signatories of both members.
 3. In case of Consortium/JV bid, the experience of each consortium member will be considered for respective parts based on BEC criteria for Part – A and Part – B as defined in BEC. Documentary evidence regarding consortium arrangement shall be furnished.
 4. The Bid security shall be submitted by the leader on behalf of the Consortium/JV.
 5. The bid as well as the Agreement (in case of successful bid), shall be signed by the leader and the other member of Consortium/JV so as to legally bind both members of Consortium.
 6. The leader shall be authorised to incur liabilities and receive instructions for and on behalf of any and all members of the Consortium and for entire execution of the Contract, including payment. All payments shall be released in favour of Consortium/JV.
 7. Both member of Consortium/JV shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under para (2) above, as well as in the bid and in the Agreement (in case of a successful bid).
 8. The copy of Consortium/JV Agreement shall be submitted along with the Bid.

FINANCIAL BID EVALUATION CRITERIA**1.0 ANNUAL TURNOVER:**

The Minimum annual turnover achieved by the bidder as per their audited financial results in any one of the last three financial years i.e. 2008-09, 2009-10 and 2010-11 shall be **Rs. 55,99,000 /-**

2.0 NET WORTH:

Net worth of the bidder should be positive as per the audited financial statement for the year 2010-11.

3.0 WORKING CAPITAL:

The minimum working capital achieved by the bidder as per the audited financial statement for year 2010-11 should be **Rs. 11,20,000 /-**

If the Bidder's working capital is in adequate, the bidder should supplement this with a letter from the bidder's bank who is having net worth not less than Rs. 100 Crores confirming the availability of line of credit to cover the in adequacy of working capital required as above.

Bidders whose financial year is calendar year, should submit the audited balance sheets for the years 2008,2009 & 2010 instead of 2008-09, 2009-10 & 2010-11 respectively.

- 4.0 In case of Consortium/JV Bid the leader of the consortium/JV shall meet the Turnover and Working Capital criteria as per the above BEC Financial criteria and the other member of the consortium/JV shall meet the Turnover of 50% of the above turnover requirement. Net worth of the each member of the consortium/JV should be positive as per the preceding financial year 2010-11.

CHECKLIST FOR SUBMISSION OF DOCUMENTS FOR BEC

Bidder is requested to fill this check list and ensure that all details / documents have been furnished along with his offer.

BEC Clause No.	BEC Clause / Item	Documents Required	Submitted (bidder to indicate) YES / No	Reference in Offer (bidder to mention page no.)
	BEC Technical:			
1.0	Bidder should have and are working with reputed organizations providing utility service viz Banks, Mobile Service Providers, Credit Cards, Electricity, Dealers in LPG and any other utility companies or retail network companies having large dealers/ franchisee/ consumer base for either Meter reading, billing, collection or any type of service involving visit to the premises of consumers viz Address verification, collection recovery, maintenance of home appliances, registration/ acquisition of new consumers etc for minimum period of two years.	1. Self attested (Stamped & Signed) copy of work orders showing relevant experience as mentioned in the Bidders Qualification Criteria in last 5 years. 2. Self attested (Stamped & Signed) copy of PF registration, ESIC registration & Service Tax registration certificate.		
2.0	1. Bidder should have handled call centre services for any reputed organizations providing utility services viz CGD company, Banks, Mobile Service Providers, Credit Cards, Electricity, Dealers in LPG and any other utility companies or retail network companies having large dealers/ franchisee/ consumer base for	1, 3 & 4: Work Orders and corresponding performance certificate 2. Copy of registration certificate 5. Copy of PF, Service Tax registration certificates		

	<p>minimum period of 2 years.</p> <p>2. Bidder should be a registered company under the company's act, 1956 & shall have valid OSP (Other Service Provider) license from Department of Telecommunications for call centre operations in India.</p> <p>3. Bidder should submit satisfactory performance certificate from at least one CGD or any utility company.</p> <p>4. Bidder should have operated call centre in regional language for any company.</p> <p>5. Bidder should have valid EPF and service tax registration number.</p>			
3.0		In addition to the above documents, A copy of Consortium Agreement		
	BEC Financial:	Financial details as per Format A & B		
1.0	Annual Turnover	Audited Balance sheet including profit and loss account statement for the last 03 financial years		
2.0	Net Worth			
3.0	Working Capital			
4.0	Consortium/JV			

Format A:

ANNUAL TURNOVER

Applicant's name:

JV Partner's Legal Name:

Tender No.:

Each Bidder must fill in this form (Single Entity)

Annual Turnover Data for last three years

Year	Annual Turnover as per Audited Financial Statements
Year 1:2008-09	
Year 2:2009-10	
Year 3:2010-11	

Each member of a JV/Consortium must fill in this form (Consortium/JV)

Annual Turnover Data for last three years

Year	Annual Turnover as per Audited Financial Statements
Leader of the Consortium/JV	
Year 1: 2008-09	
Year 2: 2009-10	
Year 3: 2010-11	
Member of the Consortium/JV	
Year 1: 2008-09	
Year 2: 2009-10	
Year 3: 2010-11	

1. The information supplied should be the Annual Turnover of the applicant and each member of a Consortium/JV.
2. A brief note should be appended describing thereby details of turnover as per audited results.

Signature of Bidder

Format B:

FINANCIAL SITUATION

Applicant's Legal Name:

JV Partner's Legal Name:

TENDER No.:

Each Bidder or member of a Consortium/JV must fill in this form separately

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	Year:
1. Current Assets	
2. Current Liabilities	
3. Working Capital (1-2)	
4. Net Worth Owners funds (Paid up share capital and free reserves & surplus)	

1. Attached are copies of the audited balance sheets, including all related notes, and income statement for the last Audited Financial year, as indicated above, complying with the following conditions:

- All such documents reflect the financial situation of the bidder or partner to a JV/Consortium, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

Signature of Bidder

CUT OUT SLIP

(Original Bid Document Fee)

DO NOT OPEN THIS IS A QUOTATION

CLIENT : **BHAGYANAGAR GAS LIMITED**
PROJECT : **CNG & CITY GAS DISTRIBUTION**
BID DOCUMENT NO. : **BGL/162/2011-12**
ITEM : **APPOINTING AGENCY FOR METERING, BILLING & COLLECTION AND MAINTENANCE OF CALL CENTRE FOR DOMESTIC PNG ACTIVITIES IS HYDERABAD, VIJAYAWADA AND KAKINADA**
DUE DATE & TIME OF SUBMISSION : **04.11.2011 at 1500 Hrs**

TO

**Bhagyanagar Gas Limited
2nd Floor, APIDC Building
Parishram Bhavan,
Basheer Bagh
Hyderabad,
Ph No.: 040- 66566983
Fax No.: 040- 66565081**

**Kind Attn: A.V.V.R Murthy
Manager (C&P)**

FROM:

NAME:

ADDRESS

(To be pasted on the outer envelope containing "Un – Priced, Priced" bids along with Bid security/ EMD)

CUT OUT SLIP

(Original Power of Attorney of the Authorized Signatory of the bid document & Integrity Pact)

DO NOT OPEN THIS IS A QUOTATION

CLIENT	:	BHAGYANAGAR GAS LIMITED
PROJECT	:	CNG & CITY GAS DISTRIBUTION
BID DOCUMENT NO.	:	BGL/162/2011-12
ITEM	:	APPOINTING AGENCY FOR METERING, BILLING & COLLECTION AND MAINTENANCE OF CALL CENTRE FOR DOMESTIC PNG ACTIVITIES IS HYDERABAD, VIJAYAWADA AND KAKINADA
DUE DATE & TIME OF SUBMISSION	:	04.11.2011 at 1500 Hrs
	TO	
		Bhagyanagar Gas Limited 2nd Floor, APIDC Building Parishram Bhavan, Basheer Bagh Hyderabad, Ph No.: 040- 66566983 Fax No.: 040- 66565081
	Kind Attn:	A.V.V.R Murthy Manager (C&P)
FROM:		
NAME:		
ADDRESS		
(To be pasted on the outer envelope containing "Original Power of Attorney & Integrity Pact")		

CUT OUT SLIP

(Agreement Between Leader and Member of Consortium)

DO NOT OPEN THIS IS A QUOTATION

CLIENT : BHAGYANAGAR GAS LIMITED
PROJECT : CNG & CITY GAS DISTRIBUTION
BID DOCUMENT NO. : BGL/162/2011-12
ITEM : APPOINTING AGENCY FOR METERING, BILLING & COLLECTION AND MAINTENANCE OF CALL CENTRE FOR DOMESTIC PNG ACTIVITIES IS HYDERABAD, VIJAYAWADA AND KAKINADA
DUE DATE & TIME OF SUBMISSION : 04.11.2011 at 1500 Hrs

TO

**Bhagyanagar Gas Limited
2nd Floor, APIDC Building
Parishram Bhavan,
Basheer Bagh
Hyderabad,
Ph No.: 040- 66566983
Fax No.: 040- 66565081**

**Kind Attn: A.V.V.R Murthy
Manager (C&P)**

FROM:

NAME:

ADDRESS

(To be pasted on the outer envelope containing "Copy of Consortium Agreement")

INTEGRITY PACT

(To be executed on plain paper and applicable to all tenders of the value of Rs. one crore and above)

Between Bhagyanagar Gas Limited, (here-in-after referred to as "Principal ").

AND

.....(here-in-after referred to as "The Bidder/Contractor").

(Principal and the Bidder/Contractor are here-in-after are referred to individually as "Party" or collectively as "Parties").

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal co-operates with the renowned International Non-Governmental Organisation 'Transparency International' (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-
 - i. No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
 - ii. The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share 'the same information to all Bidders and will not provide to any Bidder confidential/additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.
 - iii. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - i. The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii. The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
 - iii. The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.
 - iv. The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

1. If the Bidder, before the award of contract, has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Principal shall be entitled to disqualify, put on holiday or blacklist the Bidder including from the future tender process or to terminate the contract, if already signed, on that ground.
2. If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any BGL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.

3. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked - by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 - Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder swears on oath that no previous transgression has occurred during the last three years with any other Company in any country conforming to the TI approach or including with any other Public Sector Enterprise / Undertaking in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground.

Section 6 - Equal treatment to all Bidders / Contractors / Subcontractors

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.

2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

Section 7 - Criminal charges against violating Bidders / Contractors / Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office / Department for initiating appropriate action for above.

Section 8 -Independent External Monitor / Monitors

(Three in number depending on the size of the contract)
(To be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.
7. Monitor shall be entitled to compensation by the Principal on the same terms & conditions as being extended to/provided to Outside Expert Committee Members of BGL.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
11. The Independent External Monitors - shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the BGL. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder /contractor) in any manner.

Section 9 - Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.

Section 10 - Miscellaneous Provisions

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Hyderabad. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

Changes and supplements as well as termination notices, if any, need to be made in writing. Side Agreements have not been made.

If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.

In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

(Name & Designation)

(Name & Designation)

For the Principal
Place : _____
Date : _____

For the Bidder/Contractor
Place : _____
Date : _____

Witness 1: _____

Witness 1: _____

Witness 2: _____

Witness 2: _____



Bhagyanagar Gas Ltd.

**BHAGYANAGAR
GAS LIMITED**

Bid Document No. BGL/162/2011-12

ANNEXURE - IV

SECTION – 9
SCHEDULE OF RATES (SOR)



BHAGYANAGAR
GAS LIMITED

**TENDER FOR APPOINTMENT OF AGENCY FOR METERING,
BILLING & COLLECTION AND MAINTENANCE OF CALL CENTRE
FOR OPERATIONS OF DOMESTIC PNG CONNECTIONS AT
HYDERABAD, VIJAYAWDA AND KAKINADA.**

Bid Document No. BGL/162/2011-12

**ANNEXURE -
IV**

REVISED SCHEDULE OF RATES (SOR)

Part - A:

Sr. No.	Description	No. of Customers (Nos)	Unit Rate per Customer per bill (Bills shall be generated bi-monthly) (Rs.)	Amount per year (6 Bills per year per customer) (Rs)
		(i)	(ii)	(iii) = 6 x (ii) x (i)
1	Metering, Billing, Collection, Report Generation & reconciliation			
A	Hyderabad	40,000		
B	Vijayawada	20,000		
C	Kakinada	10,000		
Total Amount per Year (Rs.): iv				
Total Amount for Three Years (Rs.): (A=iv x 3)				

Part - B:

Sr. No.	Description	No. of Shifts	No. of Persons working per work station per Shift	No. of Work Stations	Rate / Month (Rs.)
1	Outbound Call Centre	1	1	1	
2	Inbound Call Centre	3	1	2	
Total Amount/Month (Rs.): v					
Total Amount for Three Years (Rs.): (B=v x 36)					

Total Amount/Month of Part A (Rs.)	
Total Amount/Month of Part B (Rs.)	
Grand Total/Month (Part A+ Part B) (Rs.): C	
Service Tax @ _____ %	
Grand Total including all taxes & Duties (Rs.)	

Note:

1. Quoted Rates shall be inclusive of all taxes and duties except Service tax which shall be indicated separately as above.
2. The above quantities are indicative for evaluation purpose; however payment shall be made on actual quantities executed.
3. Evaluation and comparison shall be done on overall lowest cost to the Company.