



BHAGYANAGAR GAS LIMITED
(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

**Procurement of Batteries for UPS installed in
BGL HO and Projects Office in Hyderabad**

**UNDER LIMITED DOMESTIC
COMPETITIVE BIDDING**

Bid Document No.: BGL/545/2022-23

VOLUME-I of I

REQUEST FOR QUOTATION (RFQ)

BID DOCUMENT NO.: BGL/545/2022-23

Date: 24.05.2022

To,

**ITEM : Procurement of Batteries for UPS installed in
BGL HO and Projects Office in Hyderabad.**

**Due Date & Time
of submission of bid : 07.06.2022 at 1500 Hrs**

**Date and time for opening
of Un-Priced bids : 07.06.2022 at 1600 Hrs**

**Address : Bhagyanagar Gas Limited
2nd Floor, Parishram Bhavan,
TSIDC Building,
Basheer Bagh, Hyderabad.
Tel: 040-23236983/23245090
Fax: 040-23245081.
Email: sm.basha@gail.co.in
bonnyk.joseph@bglgas.com**

Contact Person : Shri. S.M. Basha, GM (Commercial)

**Validity
of submission of offer : Minimum 03 months from the due date**

BID SECURITY DETAILS:

a) Bid Security Amount : Not Applicable

Note: 1) Corrigenda, Addenda etc. if any to the above will be hosted in above mentioned website(s)/ portal. Bidders should regularly visit the website to keep themselves updated.

2) In case of the days specified above happens to be a holiday in BGL, the next working day shall be implied.

Gentlemen,

- 1.0 Bhagyanagar Gas Limited (BGL) is a joint venture of M/s. GAIL (India) Limited and M/s. Hindustan Petroleum Corporation Limited (HPCL) and operating CNG & City Gas Distribution in the states of Telangana and Andhra Pradesh.
- 2.0 Tender under **Single-Bid System** are invited for **Procurement of Batteries for UPS installed in BGL HO and Projects Office in Hyderabad**. Sealed tender along with Bid Security should reach Bhagyanagar Gas Limited, Hyderabad on or before the due date and time at the address given above. The bidder should type the Bid format (enclosed) in their own letter without altering/changing the content.
- 3.0 **EVALUATION BASIS**

Bidders must quote for all the items of ‘Schedule of Rates’ of this tender. Please note that Owner intends to evaluate on estimated quantity basis and finalize the tender on the basis of overall minimum cost to BGL on no deviation basis. The tender shall be finalized on the basis of **overall minimum cost to BGL to the single L-1 party**.
- 4.0
 - i) Bid Document calls for offers on single point “Prime Bidder” Responsibility basis. Bidders are therefore advised not to submit offers in “Consortium” or “Joint Bid”. Joint bid referred herein is an offer, which seeks order to be placed on more than one party/co-bidder.
 - ii) Order will be placed on the “Prime Bidder” alone who will be responsible for all contractual purposes. The status of all other vendors as may be referred/identified by the Prime Bidder in the offer, shall be that of sub-vendor/sub-supplier.

The prices once quoted by the bidder shall not be allowed for any subsequent price revision/adjustments at his own. As such, bidders are advised to ensure that their offer is on single bidder responsibility basis is complete as per scope of work/supply as specified in Bid Document.
- 6.0 The following documents in addition to bid DOCUMENT, shall also be submitted in Original (in physical form) within the Due Date & Time of Bid Submission:
 - i) EMD/Bid Security (if applicable) / undertaking letter [Note: Submission of original is not applicable for online banking transaction]
 - ii) Power of Attorney
- 7.0 Bidder must furnish turnover details for the last three financial years along with their bid. It may please be noted that in case performance is not satisfactory, the offer is liable to be rejected.
- 8.0 Bidder shall ensure that Bid Security having a validity of **5 months** from the bid due date, must accompany the offer. (Not applicable)
- 9.0 Bids complete in all respects should reach on or before the **BID DUE DATE AND TIME**. Fax/Telex/Telegraphic/ E-Mail shall be rejected.
- 10.0 Bhagyanagar Gas Limited (BGL) reserves the right to reject any or all the bids received, at its discretion without assigning any reason, whatsoever.
- 11.0 This Request for Quotation (RFQ) is an integral and inseparable part of the enclosed Bid Document

- 12.0 The bid opening of the un priced part and price part shall be in the presence of representative of bidder who may likely to be present in the bid opening shall be attended. However, date of opening of price part will be intimated to the bidder later on with a notice period of 2 days.
- 13.0 Bidder to confirm separately that they have not been banned from submitting offer by any Govt. / Public Sector Undertaking of India.
- 14.0 **BIDDER IS ADVISED TO QUOTE STRICTLY AS PER TERMS AND CONDITIONS OF TENDER DOCUMENT AND NOT TO STIPULATE ANY DEVIATION/ EXCEPTIONS. BIDDER MAY NOTE THAT TECHNICAL OR COMMERCIAL CLARIFICATIONS NORMALLY WILL NOT BE SOUGHT FOR AFTER THE RECEIPT OF THE BIDS. BIDDERS ARE ADVISED IN THEIR OWN INTEREST TO ADHERE TO ALL THE TECHNICAL AND COMMERCIAL CONDITIONS AS PER BID DOCUMENT. HOWEVER, BGL RESERVES THE RIGHT TO ACCEPT ANY DEVIATION WITH APPROPRIATE COMMERCIAL LOADING IN THE BEST INTEREST OF THE PROJECT.**
- 14.0 Bidder, if so desired, may seek clarification on the tender document. Any request to this effect should positively reach before 7 days of due date of submission of bid on the following address:-

Shri. S.M. Basha, GM(Commercial)
Bhagyanagar Gas Limited
2nd Floor, TSIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad
Ph No.: 040- 23236983/23245090
Fax. No.: 040- 23245081
Email: sm.basha@gail.co.in/ bonnyk.joseph@bglgas.com

In the event such written notice is not received at the aforementioned office within Seven (7) days from the date of issue of the bidding document to the bidder, the bidding documents received by the bidder shall be deemed to be complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the bidding document.

BGL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bidding document.

Please specify Bid Document Number in all your correspondence.

THIS IS NOT AN ORDER

Yours faithfully,
FOR AND ON BEHALF OF
Bhagyanagar Gas Limited

S.M. Basha
GM(Commercial)

Enclosure: Bid Document

**ALL THE SUPPORTING DOCUMENTS REQUIRED AS PER TENDER ENQUIRY ARE
TO BE FILED PROPERLY. NO LOOSE PAPERS OR ATTACHMENTS ARE ALLOWED
OR ENTERTAINED**

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Bhagyanagar Gas
Limited

**Procurement of Batteries for UPS installed in BGL HO and
Projects Office in Hyderabad**

Bid Document No. BGL/545/2022-23

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SECTION-1
CUT OUT SLIPS

CUT OUT SLIP
(OUTER ENVELOPE)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : **BHAGYANAGAR GAS LIMITED**

PROJECT : **CNG & CITY GAS DISTRIBUTION PROJECT
IN HYDERABAD**

BID DOCUMENT NO : **BGL/545/2022-23**

ITEM : **Procurement of Batteries for UPS installed
in BGL HO and Projects Office in
Hyderabad.**

DUE DATE & TIME : **07.06.2022 at 1500 HRS (IST)**

TO

**M/s Bhagyanagar Gas Limited
2nd Floor, TSIDC Building
ParishramBhavan,
BasheerBagh, Hyderabad,
Telanagana – 500004**

**Ph No.: +91-040- 23236983
Fax No.: +91-040- 23245081**

**Kind Attn: S.M. Basha
GM(Commercial)**

**Email: sm.basha@gail.co.in,
bonnyk.joseph@bglgas.com**

NAME:

ADDRESS:

CUT OUT SLIP

UNPRICED BID CUM PRICED BID

(to be pasted in filled bid docs)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : BHAGYANAGAR GAS LIMITED

BID DOCUMENT NO : BGL/545/2022-23

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**M/s Bhagyanagar Gas Limited
2nd Floor, TSIDC Building
Parishram Bhavan,
Basheer Bagh, Hyderabad,
Telangana - 500004**

**Ph No.: +91-040- 23236983
Fax No.: +91-040- 23245081**

**Kind Attn: S.M. Basha
GM(Commercial)**

NAME:

ADDRESS :



Bhagyanagar Gas Ltd.
Bhagyanagar Gas
Limited

**Procurement of Batteries for UPS installed in BGL HO and
Projects Office in Hyderabad**

Bid Document No. BGL/545/2022-23

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SECTION 2
INSTRUCTIONS TO BIDDERS

INSTRUCTION TO BIDDER

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INSTRUCTIONS TO BIDDERS (ITB)

1.0 COST OF BIDDING

1.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and BGL will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.0 BID DOCUMENT

2.1 Bid document is on two volume i.e. Volume – I.

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bid document. The Bidding Documents together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders, unless deviations are specifically stated seriatim by the bidder. The deviation (if any) is to be indicated in the format exception & deviation statement for clear identification. The deviation mentioned at other places in the offer shall not be considered by the Owner and therefore shall have ‘Null & Void’ status. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder’s risk and may result in the rejection of his bid. Bidder must return the Agreed Terms and Conditions (as applicable), duly filled in, along with the bid.

2.3 The services required, bidding procedure and Contract Terms are prescribed in the Bid Document. The Bid Document includes:

A) VOLUME – I

- Request for Quotation
- i) Instructions to Bidders (ITB)
- ii) Forms & Formats
 - Formal Declaration of Offer
 - Bid Form
 - Bidders General Information
 - Contract Agreement Form
 - Exception and Deviation Statement
- vi) Special Conditions of Contracts
- vii) Scope of Work
- viii) Schedule of Rates / Price Schedule

3.0 CLARIFICATION ON BID DOCUMENT

As stated in ‘Request for Quotation’

4.0 AMENDMENT OF BID DOCUMENT

4.1 The OWNER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.

4.2 The amendment will be notified in writing or by fax, e-mail to all prospective bidders who have received the bidding documents and fill form of Bid Document and will be binding on them.

4.3 In order to afford prospective bidders, to take the amendment into account in preparing their bids, the OWNER may, at its discretion, extend the bid due date.

5.0 LANGUAGE OF BID

5.1 The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and the OWNER shall be written in English language. Provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall Govern. Metric measurement system shall be applied.

6.0 DOCUMENTS COMPRISING THE BID/OFFER BY BIDDER

6.1 Each page of offer shall be signed & stamped by the bidder. Each format provided in the bid document shall be completely filled. The offer/bid prepared by the bidder shall necessary comprise the following:-

- a) Power of Attorney to quote for Bid.
- b) Bid Form as per format.
- c) Documentary evidence establishing that the goods and services to be supplied by the Bidder conform to the Bidding documents.
- d) Copies of documents defining the constitution or legal status, place of registration and principal place of business of the Company or firm or partnership.
- e) Details of the experience on supplies/works of similar nature executed during the last 03 (three) calendar years. Copy of purchase/work order & completion certificate should be enclosed with the bid.
- f) Financial data as per format.
- g) Exceptions & Deviations
- h) **Duly signed & stamped original bid document (Volume-I).**
- i) Confirmation that bidder is not banned by any Government organization / Government Undertaking from quoting.
- j) Sales tax registration certificates
- k) Any other information / details required as per bid document
- l) Any other information/ detail bidder may like to enclose.
- m) ISO 9001: 2008 (latest editions) certifications,

All the supporting documents required as per tender requirement are to be filed properly. No loose papers or attachments are allowed or entertained.

7.0 BID FORM

7.1 The bidders shall complete the Bid Form as per format.

8.0 BID PRICES

8.1 The prices quoted by the Bidders will be inclusive of all taxes, duties, levies, royalties, rights for usage / obligation of proprietary tools and price implication due to terms and conditions of the bid document. It is the responsibility of the bidder to ascertain and verify the applicable taxes/ levies and quoted accordingly.

8.2 The bidder shall indicate on the appropriate 'Schedule of Rates' attached to these documents 'Unit Prices & Total Bid Prices' offered to supply under the contract.

8.3 Prices shall be quoted, in the prescribed 'Schedule of Rates' separately for each item of scope of work.

8.4 The total price quoted shall be inclusive as dealt in various sections of the bid document. Prices will be quoted in strict compliance to the format given in the Schedule of rates.

8.5 Prices quoted by the bidder shall be firm (except statutory variation as per bid stipulation) and fixed during the bidder's Performance of the contract.

8.6 Prices shall be written both in words and figures.

8.7 Prices indicated in the price schedule shall be entered in the following manner along with other relevant information:

8.7.1 Prices shall be quoted as per SOR and shall include:

- i) Ex-works basis
- ii) Price packing & forwarding.
- iii) GST
- vi) Octroi
- v) Other taxes, duty levies if any
- vi) Freight charges on door delivery basis.
- vii) Total cost
- viii) Third party inspection charges
- ix) Installation/ commissioning charges (if applicable)
- x) Any other charges

Bidders shall furnish separately the above such details against each quoted items in SOR.

8.7.2 All services to be provided by the bidder shall be inclusive of the following:

- a) The charges for stevedoring, port & customs clearance, taking custody from Owner against indemnity bond, packing & forwarding, handling and transportation for all goods to site(s).
- b) Cost of all services required as per scope of work including unloading, handling, storage at site,
- c) All taxes, duties & levies etc. including works contract tax & service tax as applicable
- d) All other financial implication to complete the 'Scope of Work' complete in all respect.

8.7.3 Firm Prices except for statutory variation in taxes and duties

Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract Performance and will not be subject to variation on any account except for statutory variation in taxes and duties occurring during schedule delivery period of the contract.

9. BID SECURITY: NOT APPLICABLE IN THIS TENDER

1. Bids must be accompanied with 'Earnest Money Deposit/ Bid Security' in the form of "Online Banking transaction" or 'Demand Draft' or 'Banker's Cheque' [in favour of BGL, payable at HYDERABAD or 'Bank Guarantee' or 'Letter of Credit' as per the format given in the bidding documents or [in favor of M/s Bhagyanagar GAIL Gas Limited]. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only. To enable the bidders to utilize online transaction option, Bank details of BGL is as specified in Bid Document. Bidder is required to upload the successful.
2. BGL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
3. Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BGL as non-responsive.
4. Unsuccessful Bidder's 'Earnest Money Deposit/ Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
5. The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and furnishing the 'Contract Performance Guarantee / Security Deposit' pursuant to clause 37.0 of ITB.
6. Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:

- a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
c) If the Bidder modifies bids during the period of bid validity (after submission date).
d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
e) In the case of a successful Bidder, if the Bidder fails to: i) to furnish "Contract Performance Guarantee / Security Deposit", in accordance with "ITB: Clause-37" ii) to accept 'arithmetical corrections' as per provision of the clause no. 30 of ITB.
7. Bid Security should be in favour of M/s Bhagyanagar Gas Limited and addressed to BGL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Services for which the Bidder is quoting.
This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided in Bid Document.
8. MSEs (Micro & Small Enterprises) are exempted from submission of EMD/ Bid Security in accordance with the provisions of PPP-2012 as stipulated in Clause 39.0 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler registered with DIC are not entitled for exemption of EMD. The Government Departments/ PSUs are also exempted from the payment of Bid Security.
9. In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BGL. The forfeiture amount will be subject to final decision of BGL based on other terms and conditions of order/ Contract.
10. EMD / Bid Bond will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of EMD / Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.
- 10 PERIOD OF VALIDITY OF BIDS**
- 10.1 Bids shall be kept valid for **90 Days** from the final bid due date. A bid valid for a shorter period may be rejected by the OWNER as non-responsive.
The bidder shall not be entitled during the aforesaid period of bid validity, without the consent in writing of the OWNER to revoke or cancel its Bid or to vary the Bid given or any term thereof. In case of Bidder revoking or canceling its Bid or varying any terms in regard thereof without the consent of the Owner in writing, the Owner shall forfeit the Bid security furnished by Bidder.
- 10.2 Notwithstanding para just above, the OWNER may solicit the bidders' consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing by fax, or e-mail. The bid security provided shall also be accordingly extended. A bidder granting the request will neither be required nor permitted to modify its bid, while confirming extension of bid validity. A bidder may refuse the request without forfeiture of its bid security.
- 11 FORMAT AND SIGNING OF BID**
- 11.1 The bidder shall prepare required number of copies of the bid, clearly marking each "Original Bid" and "Copy number of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 11.2 The original and all copies of the bid shall be typed or written in ineligible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

11.3 The complete bid shall be without alterations, interlineations or erasures, except necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

12 PREPARATION & SUBMISSION OF BIDS

12.1 One set of Bid Document including Bid form shall be issued to the Bidder. Documents in required number as mentioned in the Bid document shall be submitted along with the bid by the Bidder.

12.2 Addenda/Corrigenda to this Bid document, if issued, must be signed and submitted along with the Bid Document.

12.3 Bidders are advised to submit quotations based strictly on the terms & conditions and specifications contained in the Bid Document and not to stipulate any deviations.

12.4 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.

12.5 Bid shall be submitted in the following manner separately sealed in envelope(s) duly superscribed as below:

Part-A: Un-price Bid cum Price Bid

12.5.1 PART-A: UNPRICED CUM PRICED BID

- i) UNPRICED CUM PRICED BID in TWO SETS complete with all technical and commercial details of offer. Each page of offer shall be signed & stamped by bidder.
- ii) SOR with prices blanked out and items as quoted.
- iii) Original Copy of tender document (Volume – I) along with all Annexures duly signed & stamped on each page as a token of acceptance of all terms & condition.

These un-priced bids shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelope duly superscribed with Bid Document No., Item Details, Bid due date & time etc. and “UNPRICE CUM PRICED BID - DO NOT OPEN”. The envelope shall also indicate the name and address of the bidder.

12.6 All the copies of BID should be signed & stamped by the Bidder on each page.

12.7 *If the outer envelope is not sealed and not marked as required, the OWNER will assume no responsibility for the Bid's misplacement or premature opening.*

13.0 BID DUE DATE

13.1 Bids must be received by the OWNER at the address specified in the Bidding Documents not later than the date and time specified in the Request for Quotation (RFQ).

13.2 The OWNER may, at its discretion, on giving reasonable notice by fax, e-mail or any written communication to all prospective bidders who have been issued the bid documents, extend the bid due date. In which case all rights and obligations of the OWNER and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

14.0 LATE BIDS

14.1 Any bid received by the OWNER after the bid due date and time prescribed in the Bid Document shall not be considered.

However, Owner reserve right to consider late bid under certain circumstances. No request from bidder to consider late bid will be entertained by the Owner.

14.2 Telex/Telegraphic/Tele fax/E-mail offers whether sent directly or submitted by local agent in India will not be considered.

15.0 MODIFICATION AND WITHDRAWAL OF BIDS

15.1 The bidder may modify or withdraw his bid after the bid's submission, provided that the modification/withdrawal notice is received by the OWNER prior to the bid due date & time.

The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched to the Owner so as to reach before bid due date & time. A withdrawal notice may also be sent by e-mail or Tele fax but must be followed by a signed confirmation copy dated not later than the deadline for submission of Bids.

15.2 No bid shall be modified subsequent to the deadline for submission of bids.

15.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of his bid security.

16.0 OPENING OF BIDS BY OWNER

16.1 The OWNER will open bids in the presence of bidders' representatives (duly authorized by a competent person and having the Letter of Authority as per proforma given in bid document). Bidder, who choose to attend, on date, time and venue as mentioned in the Bidding Document may depute his representative accordingly. The bidders' representatives, who are present, shall sign a form evidencing their attendance.

16.2 The bidder(s) names, modifications, bid withdrawals and the presence or absence of the requisite bid security, Prices of Bids, Discounts Offered and such other details as the OWNER, at its discretion, may consider appropriate will be announced at the opening & recorded at the time of opening of bid.

17.0 EVALUATION OF BIDS

17.1 The OWNER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

17.2 The Bids without requisite Bid Security and/or not in the prescribed proforma will not be considered and Bids of such bidders shall be liable to be rejected.

17.3 Once quoted, bidder shall not make any subsequent price changes on his own.

17.4 Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.

17.5 TECHNO-COMMERCIAL AND PRICE EVALUATION OF BIDS

17.5.1 To assist in the examination, evaluation and comparison of bids, the OWNER. may at its discretion, ask the bidder for a clarification of its bid. The request for such clarification and the response shall be in writing. No change in the price or substance of bids shall be sought, offered or permitted unless these are specifically asked by the Owner.

17.5.2 Prior to the price evaluation and price comparison of bids, the OWNER will determine the substantial responsiveness of each bid to the bidding documents. For purpose of this Article a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations or reservations. The OWNER'S determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence.

17.5.3 A bid determined as substantially non-responsive will be rejected by the OWNER and may not subsequently be allowed by the OWNER to be made responsive by the bidder by correction of the non-conformity.

17.5.4 Bidder's Bid shall be considered non-responsive and rejected, if deviations are taken to the under mentioned provisions of Bid Documents by the Bidder:-

- i) Bid Security
- ii) Performance Security (Contract Performance Bank Guarantee) for less than 10% of Contract/Order value
- iii) Period of validity of bids
- iv) Force Majeure
- v) Resolution of Dispute/Arbitration
- vi) Termination of Contract
- vii) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- viii) Warranty and Guarantee of goods
- ix) Offer not submitted for complete scope of work
- x) Firm prices
- xi) Prices not quoted as per Schedule of Rates.
- xii) Bidder have been banned by Government of India or any its Agency/ Undertaking/ Department of Government of India/ BGL/ IGL/ MGL etc.
- xiii) Bidder is under liquidation
- xiv) Bidder is under litigation which owner considers as not suitable.
- xv) Bids not conforming to technical specification/requirements

18.0 OPENING OF PRICE BIDS

The price bids of the substantially responsive bidders will be opened in presence of duly authorized representative of bidders. Notice will be given by Owner to the substantially responsive bidder to depute their representative with proper authorization letter. The price bids of those bidders determined to be not substantially responsive will not be opened.

19.0 PRICE COMPARISON OF BIDS

19.1 The OWNER will carry out price evaluation and price comparison of bids previously determined to be techno-commercially acceptable.

19.2 Arithmetical errors will be rectified on the following basis:-

i) In case discrepancy between unit price in figure and words, the rate given in words will prevail unless unit price in figure matches with the value calculated after dividing total value by quantity of that particular item in which case unit price in figure will be considered valid.

iii) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.

iv) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price.

19.3 Bidders shall submit their prices as follows:

The prices quoted by Bidders for the scope of work defined in the tender documents will include customs duty plus C.V.D. and any addition duty, if any, excise duty and sales tax as applicable which shall be indicated separately.

Price quoted by the bidders shall include all costs towards Insurance (as applicable as per bid document) all type of handling, transportation, works contract/turnover/ trade tax service tax and any other duties liabilities, levies, fees etc. as applicable and payable by the SUPPLIER under the Contract or for any other cause as already envisaged in the Bid Document.

19.4 OWNER'S price evaluation and price comparison of techno-commercially acceptable bids shall take following into account:

- i) Total value on FOT site basis including liability towards , excise duty, all other taxes & duties, levies, transportation, all insurance and all other costs as applicable up to Final Acceptance of work complete in all respects.
- ii) The total site price quoted shall be compared net-off Cenvat credit, to be made available to the Purchaser/ owner by the successful bidder for which value are to be provided in the SOR.
- iii) If two bidders happens to be L-1, the ranking shall be decided based on the working capital of the bidder

20.0 CONTACTING THE OWNER

20.1 Bidder shall not contact the PURCHASER/OWNER on any matter relating to its Bid, unless asked by the Owner, from the time of Bid opening to the time the CONTRACT is awarded.

20.2 Any efforts by a bidder to influence the OWNER'S/ CONTRACTOR'S bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

21.0 AWARD CRITERIA

The Purchaser will award the contract to the successful Bidder whose Bid has been determined to be the lowest evaluated, responsive Bid, provided further that the Bidder is determined to be qualified to satisfactorily perform the Contract.

22.0 OWNER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD

The OWNER reserves the right at the time of award of Contract to increase or decrease by up to 50% rounded off to next higher integer the quantity of supplies as specified in the SOR. without any change in unit price or other terms & conditions. Any variation in quantity beyond this limit will be mutually agreed upon by the owner and the supplier.

23.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

23.1 OWNER reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or; any obligations to inform the affected bidder or bidders of the ground for the OWNER'S action.

23.2 In awarding the contract goods, the Owner reserve the right to make the award, based on the evaluation criteria, to more than one bidder.

24.0 NOTIFICATION OF AWARD

24.1 Prior to the expiration of period of bid validity the OWNER will notify the successful bidder in writing or by fax (FOI), to be confirmed in writing, that his bid has been accepted. Such 'Notification of Award' will constitute the formation of the Contract.

24.2 Completion Period shall be counted from the date of 'Notification of Award'.

25.0 PERFORMANCE SECURITY (CONTRACT PERFORMANCE BANK GUARANTEE) - NOT APPLICABLE

26.0 INCOME TAX LIABILITY

The bidder will have to bear all income tax liability, both Corporate as well as for their personnel, pursuant to award of contract against this enquiry.

27.0 VOID

28.0 MODE OF PAYMENT

All payments payable in Indian rupees against the contract shall be released by Owner through account payee cheque payable at par.

29.0 STATUTORY VARIATION IN TAXES & DUTIES, CUSTOM DUTY

- 29.1 The CONTRACTOR shall pay and be entirely responsible for any and all taxes including service tax, duties, levies etc. which are payable in relation to the Performance of the CONTRACT. The quoted price shall be inclusive of all such taxes and duties.
- 29.2 BGL shall deduct Income tax at source at applicable rates.
- 29.3 Any statutory variation occurring during scheduled period of contract shall be to the Bidder's account.

30.0 WAIVER OR TRANSFER OF THE AGREEMENT

- 30.1 The successful bidder shall not waive the Agreement or transfer it to third parties, whether in part or in whole, nor waive any interest that is included in the Agreement without the prior written permission of the Employer.

31.0 ORDER OF PRESIDENCE

- 31.1 The Articles contained in this Section shall supplement to the Special Conditions of Contract, General Conditions of Contract – Works. Where any portion of Special Conditions of Contracts, and General Conditions of Contract – Works is repugnant or at variance with any provisions of Instructions to Bidders. Instructions to Bidders shall be deemed to over-ride the provision(s) of Special Conditions of Contract, and General Conditions of Contract – Works only to the extent that such repugnancies of variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Contract, General Conditions of Contract – Works.

32.0 AHR ITEMS:

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

- I) Rates as per SOR, quoted by the Contractor/Bidder.
- II) Rate of the item, which shall be derived as follows:
- a. Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
 - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

33. GUIDELINES REGARDING PROVISIONS FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.

3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4. "Bidder from a country which shares a land border with India" for the purpose of this:
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

5. "Beneficial owner" for the purpose of above (4) will be as under:
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- "Controlling ownership interest" means ownership of, or entitlement to, more than twenty five per cent of shares or capital or profits of the company;
 - "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- In case of a partnership firm, the beneficial owner is the natural person(s) who,
 - whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons
 7. **SUBMISSION OF CERTIFICATE IN BIDS:**
Bidder shall submit a certificate in this regard as Form-I.
If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
 8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
 9. **PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:**
The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II.
-



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Form-I

UNDERTAKING ON LETTERHEAD

To,

M/s BHAGYANAGAR GAS LIMITED

SUB:

TENDER NO:

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s_____ (*Name of Bidder*) is :

- (i) Not from such a country
- (ii) If from such a country, has been registered
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that bidder M/s_____ (*Name of Bidder*) fulfills all requirements in this regard and is eligible to be considered against the tender.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:



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Form-II

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-
CONTRACTING**

To,

M/s BHAGYANAGAR GAS LIMITED

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s _____ (*Name of Bidder*) is:

- (i) not from such a country
- (ii) if from such a country, has been registered
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We further certify that bidder M/s _____ (**Name of Bidder**) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s _____ (**Name of Bidder**) fulfills all requirements in this regard and is eligible to be considered.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

34. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

34.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India proclaiming the Public Procurement Policy on procurement of goods, works and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender Document Participating Micro and Small Enterprises quoting price within the price band of 'L1 + 15%' shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such MSE(s), the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be from MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

Further, the definition of MSEs owned by Women shall be as per the definition for MSEs owned by SC/ST entrepreneurs.

This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs. The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

34.2 In case tendered item is non-splitable or non-dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

34.3 The MSE(s) owned by SC/ST Entrepreneurs shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

34.4 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following :

- a. Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other

body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.

- b. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

- 34.5 If against an order placed by BGL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 34.6 The benefit of policy are not extended to the traders/ dealers/ Distributors/ Stockiest/ Wholesalers.

35. DISCLAIMER

Bidders should ensure that bidding document is complete in all respects. In the event that the bidding document or any part thereof is mutilated or missing, the bidder shall notify BGL immediately at the following address:

Bhagyanagar Gas Limited,
2nd Floor, Parishram Building
APIDC Building
Basheerbagh
Hyderabad – 500 004
Ph : 040-23236983; Fax No.: 040-23245081

In the event such written notice is not received at the aforementioned office within seven (7) days from the date of issue of the bidding document to the bidder, the bidding documents received by the bidder shall be deemed to be complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the bidding document.

BGL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bidding document.



Bhagyanagar Gas
Limited

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SECTION - 3
FORMS & FORMATS



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Form-F1

FORMAL DECLARATION OF OFFER

Tender for:

I.....Certify that I am a person duly authorized to sign tenders for and on behalf of: Company Name.....and having read the tender documents, offer to provide services foras specified in the Request for Quotation

- Under the terms and conditions included in the Invitation to Tender documents;
- In accordance with the specification stated in the Invitation to Tender documents;
- At the price (or prices) and at the delivery time (or times) or by the completion date quoted.

It is agreed that any other terms and conditions of contract or any general reservations which may be printed on any correspondence emanating from the tenderer in connection with this tender or with any contract resulting from this tender shall not be applicable to this tender or to the contract.

It is confirmed that all and any management information which BGL may request from this company will be provided by the company within the stipulated time period.

Our offer is valid for _____ unless this period is extended by mutual agreement.

Authorized Signatory :

Name in BLOCK LETTERS :

Address :

Position in Company :

Tel Number :

Fax Number :

E-mail :



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FORM-F2

BIDDER'S GENERAL INFORMATION

To
Bhagyanagar Gas Limited
Parisrama Bhavan
APIDC Building, Basheer Bagh
Hyderabad – 500 004

- 1-1 Bidder Name :
- 1-2 Number of Years in Operation :
- 1-3 Address of Registered Office :
- City..... District.....
- State..... PIN/ZIP.....
- 1-4 Operation Address :
- if different from above:
- City..... District.....
- State..... PIN/ZIP.....
- 1-5 Telephone Number :
- (Country Code) (Area Code) (Telephone Number)
- 1-6 E-mail address: :
- 1-7 Website: :
- 1-8 Fax Number: :
- (Country Code) (Area Code) (Telephone Number)
- 1-9 ISO Certification, if any {If yes, please furnish details}
- 1-10 Bid Currency :
- 1-11 Port of shipment :
- 1-12 Whether Supplier / Manufacturer :
- Dealer/Trader/Contractor
- 1-13 Type of Material Supplies :
- 1-14 Banker's Name :
- 1-15 Branch :
- 1-16 Branch Code :
- 1-17 Bank account number :



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ONLY FOR INDIAN BIDDERS

- 1-18 GST No. :
- 1-19 PAN No. :
- 1-20 SSI or MSME No :
- 1-21 Type of Entity : Corporate/ Non-Corporate (As per
CGST/SGST/UTGST Act). (In case of Non-
Corporate Entity, bidder will submit
documentary evidence for same).

(SIGNATURE OF BIDDER WITH SEAL)



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Form-F3

BID FORM

To
Bhagyanagar Gas Limited (BGL)
ParishramBhavan, APIDC Building,
BasheerBagh, Hyderabad – 500 004

Date:

Dear Sir,

Having examined the Bid document the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide supply / works / services in conformity with the terms and conditions of bid document.

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within the completion schedule specified therein.

We agree to abide by this bid for a period of 03(Three) months from the date fixed for bid opening under Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated Day of 2022.

Signature of Authorized Signatory

Name:

Date:
Designation
Place:

Seal:



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FORM-F4

LETTER OF AUTHORITY

**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING THE UN-PRICE
BID OPENING AND PRICE BID OPENING**

No.

Date:

Bhagyanagar Gas Limited
Parisrama Bhavan
TSIDC Building, Basheer Bagh
Hyderabad – 500 004

Dear Sir,

We _____ hereby authorize following representative(s) to attend un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

Name & Designation _____ Signature _____

Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature

Name & Designation
For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

Not more than two persons are permitted to attend techno –commercial un-priced and price bid opening.



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Form-F5

LETTER OF AUTHORITY

**PROFORMA of Letter of Authority for Bid
Negotiations and Signing the Agreement**

No.

Date:

Bhagyanagar Gas Limited (BGL)

Parishram Bhavan,
TSIDC Building,
Basheer Bagh,
Hyderabad – 500 004

Attn:

Sub: Tender No.

Dear Sirs,

We.....do hereby confirm that (name and address)
of Mr. Messers (name and address) is/are authorised to represent us for bid negotiations and to
conclude the Agreement on our behalf with you against your above cited tender
for.....

We confirm that we shall be bound by all and whatsoever our representatives shall commit.

Yours faithfully

Signature

Signature of Mr.
Is attested

Name and Designation
for & on behalf of BIDDER

Note:

This letter of Authority should be on the letterhead of the Bidders and should be signed by a
person competent and having the power of attorney (power of attorney shall be annexed



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Form-F6

DECLARATION

Bhagyanagar Gas Limited
Parisrama Bhavan
APIDC Building, Basheer Bagh
Hyderabad – 500 004

Dear Sir(s),

1. We confirm and declare that we are not under any liquidation, court receiver ship or similar proceedings.
2. Further we confirm and declare that we have not been put on Holiday by BGL/GAIL/HPCL or not have banned or delisted by any Government or Quasi-Government agencies or Public Sector Undertaking. If you have been banned delisted then this fact must be clearly stated.

SIGNATURE OF THE BIDDER:.....

NAME OF THE BIDDER:.....

Form-F7

EXCEPTION AND DEVIATION STATEMENT

NAME OF WORK :

BID DOCUMENT NO. :

Bidder may stipulate exceptions and deviations to Bid Document, if considered unavoidable as per the following format:

Sl. No.	Clause No.	Page No. Of Tender Document	Deviation	Reasons For Deviation

Any exceptions/deviations brought out by us elsewhere in our Offer shall not be considered as valid and should be ignored by the Owner / Consultant.

NAME OF BIDDER :

SIGNATURE OF BIDDER :
& SEAL

Note 1: Bidder is advised not to stipulated deviation to Bid Document until & unless it becomes unavailable. Deviation may lead to rejection of bid and stipulation on 'Bid Rejection Criteria' given in 'Instruction to Bidder' of bid document should be read carefully.

Note 2: All Techno-Commercial exceptions/deviations taken by Tenderer to the stipulations of the Tender Document shall be brought out here (and not in the other parts of offer Document or price offer).

Note 3: Even in case of "No Deviation" this format is to be filled in a 'No Deviation' & submitted along with the offer



Bhayanagar Gas Ltd.
Bhayanagar Gas
Limited

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SECTION - 4

**GENERAL CONDITIONS OF CONTRACT
(GCC) -GOODS**



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GENERAL PURCHASE CONDITIONS (GPC)

1. Consignee: C&P In-charge, Bhagyanagar Gas Limited (BGL), (complete address.....). Any expenditure and/or demurrage incurred in respect of a wrong delivery shall be recovered from supplier.
2. Quotation, duly sealed & superscribed with the tender/enquiry no., bid opening date and the words 'QUOTATION – DO NOT OPEN', should reach this office on or before 1400 hrs on the due date of opening along with samples, if required, failing which your offer will not be considered. Quotations received late are liable to be rejected. Quotations will be opened on the due date at 1500 hrs in the presence of tenderers/authorized representatives of tenderers, who may intend/like to participate. A quotation received late by post or other means are liable to be rejected.

BGL reserves the right to accept/reject any or all tenders without assigning any reason whatsoever.
3. Local Sales Tax and Central Sales Tax/VAT/TIN registration Nos. must be mentioned in the quotation.
4. Rates should be given according to unit mentioned in NIT and no alternative unit will be considered. Further, rates should be quoted on FOT dispatch point basis including P&F and indicating rate of taxes, duties etc. and freight upto Site. Price shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
5. The offer should remain valid for not less than 3 months from the bid opening date. Offers with less validity are likely to be ignored.
6. Offers subject to prior sale will not be considered. Further, the standard terms and conditions of the bidder are not acceptable.
7. Revised offer or post-bid modification of offer after the opening date will not be considered.
8. The required quantities at the time of placement of order can be changed upto $\pm 25\%$ of the quantities specified in enquiry.
9. **Price /Purchase Preference:** Price/Purchase preference shall be applicable as per Govt. rules/guidelines in vogue.
10. **Price Reduction Schedule for delayed delivery:** In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by $\frac{1}{2}\%$ (half percent) of the contract price (excluding taxes, duties & freight) per complete week of delay or part thereof [genuine pre-estimate of the loss/damage agreed between the Seller and Purchaser without any proof of the actual loss/or damage caused by such breach/delay] subject to a maximum of 5% (five percent) of the total contract price(excluding taxes, duties & freight). In case of delay in delivery on the part of Seller, the invoice value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER from any amount falling due to the SELLER or by recovery against performance guarantee. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding on the Seller. The date of GR/LR shall be considered as date of delivery.

In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @½ % of the delayed delivery value maximum upto 5% of the total order value.

11. Enterprise's information with respect to MSME Development Act, 2006

The bidders are required to confirm whether the enterprise is a Micro/ Small/ Medium enterprises along with documents from the appropriate authority:

“We confirm that we are a micro/ small/ medium enterprises under the MSMED Act 2006”.
(Please strike off whichever status is not applicable).

Further, with respect to micro and small enterprises, the MSMED Act defines the term ‘supplier’ as enterprises which have filed a memorandum with the authority specified by the respective State Government.

If the bidder is a micro/ small enterprise and has filed a memorandum with the specified authority, please confirm the following:

“We are a supplier within the definition of section 2 (n) of the MSMED Act _____(Yes/ No).”

If the response to the above is ‘Yes’, the bidder is required to provide a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government.”

12. Performance Guarantee (CPBG): In case the basic order value exceeds Rs 7.0 (Seven) lakhs, the seller shall within 30 days after the receipt of order, furnish Performance Guarantee either in the form of Demand Draft or in the form of Bank Guarantee/irrevocable Letter of Credit to BGL, in the format provided in the bidding documents, for an amount equivalent to 10% of the basic value of contract. The performance guarantee shall be valid for 3 months beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by BGL not later than 6 months from the date of expiration of the Seller's entire obligations, under the contract.

13. Inspection, Testing & Expediting: Purchaser or its representative shall have the right to inspect and / or test the goods to confirm their conformity to the contract specifications. The inspection & tests may be conducted on the premises of the seller at the point of delivery and / or at the goods final destination. All reasonable facilities & assistance including access to drawings & production data shall be furnished by seller to purchaser free of cost.

When stores are rejected by the consignee, the same will be intimated to the supplier with the details of such rejected stores as well as the reason for their rejections and that the material will be lying at the consignee's premises at the risk and cost of supplier. The supplier will also be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous/infested and perishable materials within 48 hrs, failing which the consignee will either return the materials to the supplier on freight to pay or otherwise dispose them off at the supplier's risk and cost. The consignee will also intimate the concerned paying authority, quantity of the material so rejected so as to recover the freight charges from the supplier. The purchaser shall also be entitled to recover handling and stores charges for the



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period during which the rejected stores are not removed @ 5% of the stores for each month or part of a month till the rejected stores are finally disposed off.

14. Warranty :

The supplier shall warrant that everything to be furnished hereunder shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of the materials of the type offered and in full conformity with the specifications drawings or samples, if any, and shall if operable, operate, properly. This warranty shall survive inspection of payment for and acceptance of the goods but shall expire 12 months from the date of commissioning / operations or 24 months from the date of despatch, whichever is earlier.

15. Payment terms:

100% Payment will be released within 15 days of receipt and acceptance of material/installation at site/stores through e-banking. In case of payment through bank, all bank charges shall be borne by the vendor.

16. Invoice:

In case where documents are not routed through Bank, original plus one copy of invoice may be directly sent to In-charge (F&A) BGL, immediately after dispatch with copies to purchaser and the consignee mentioned in purchase order. Invoice must bear the purchase order no. with date and should also indicate the dispatch particulars. It may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

17. Packing & Marking:

While dispatching ordered stores, it will be the responsibility of the supplier to properly pack the consignment so as to enable its delivery at destination free from loss, damage or pilferage. Each packing must contain a list of stores packed therein. Each packing/bundle must be prominently marked with order no. and packing no. & consignee name & address.

18. Despatch documents:

Transit Risk Insurance shall be arranged by BGL. The vendor will intimate dispatch particulars to purchaser through e-mail / fax at the time of dispatch of goods.

The dispatch documents shall consists of Invoice, Challan, Packing List, GR/LR, inspection/Test Certificate and any other document(s) as mentioned in the P.O. Copies of dispatch documents should reach BGL well in advance failing which any demurrage/wharfage etc. incurred on account of late/ non-receipt of dispatch document/wrong dispatches of consignment will be recovered from supplier. In case of documents through Bank, it may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

19. It should be noted that if an order is placed on a higher tenderer as a result of this tender, in preference to the lowest acceptable offer, in consideration of an earlier delivery, the supplier will be liable to pay to BGL the difference between the ordered rate and the rate quoted by the lowest acceptable tenderer in case he fails to complete the supply in terms of such order within the date of delivery specified in the tender and incorporated in the order. This is without prejudice to other rights under terms of order.

20. **Limitation of Liability:** Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the agreement or otherwise shall be limited to 100% of order price. However, neither party shall be liable to the other for any indirect and consequential damages, loss of profits or loss of production
21. **Repeat Order:** Purchaser reserves the right within six months of order to place repeat order up to 50% of ordered quantity.
22. **Termination of Contract:** The PURCHASER may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Seller, terminate the contract in whole or part –
- If the Seller fails to deliver any or all of the goods within the time period/(s) specified in Contract; or
 - If the Seller fails to perform any other obligation(s) under the Contract and
 - If the seller, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser

In the event the Purchaser terminates the contract in whole or part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Seller shall be liable to the Purchaser for any excess costs for such similar goods. However, the Seller shall continue performance of the Contract to the extent not terminated.

In case of termination of contract herein set forth except under conditions of FORCE MAJEURE and termination after expiry of contract, the vendor shall be put under holiday [i.e. neither any enquiry will be issued to the party by BGL.. against any type of tender of tender not their offer will be considered by BGL against any ongoing tender(s) where contract between BGL and that particular vendor (as a bidder) has not been finalized] for a period of three years from the date of termination by BGL. to such vendor.

The Purchaser may at any time, terminate the contract by giving written notice to the Seller, without compensation to the Seller, if the Seller becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

23. **FORCE MAJEURE :** Shall mean and be limited to the following –

- War / Hostilities
- Riot or Civil Commotion
- Earthquake, flood, tempest, lightning or other natural disasters
- Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Seller

The Seller shall advise Purchaser/Consultant by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure conditions, In the event of delay lasting over one month, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the Contract and the provisions governing termination stated under Article 20 above shall apply. For delays arising out of Force Majeure, the Seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Purchaser nor Seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. Seller shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any Force Majeure conditions, the Seller or the Purchaser shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the Seller without being subject to price reduction for delayed deliveries, as stated elsewhere.

24. Resolution of Disputes / ARBITRATION

All disputes or difference whatsoever that shall at any time arise between the parties relating to execution of this Contract/Purchase order shall be referred to the Sole Arbitrator appointed by the General Manager/Officer-in-Charge (OIC) of BGL. whose award shall be final & binding on both the parties.

The contract shall deem to have been entered at BGL, and all suits in respect of this contract shall be under the jurisdiction of the court in New Delhi

25. Seller shall protect and fully indemnify BGL from any claim from infringement of patents, copyright, trademark and the like. In case of any claim in this regard, Seller shall be solely responsible for any consequences/damages.
26. Subsequent to receipt of bids, the information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to bidder or other person not officially concerned with such process. Any effort by bidder to influence BGL processing of bid or award decisions may result in rejection of such bids.
27. The Purchaser requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser :
- i) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - ii) will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

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SECTION - 5
SCOPE OF WORK (SOW)

Scope of Work

1. General:

The Bidder is required to execute the work of Supply, Installation, Testing and Commissioning of the 12V,65AH&12V,42AH SMF VRLA and 12V,100AH Tubular inverter type batteries with charging of the batteries at site if required, including disconnection and removal of existing/old SMF battery banks as per Technical Specifications, SCC, SOW and terms and conditions of the tender.

The materials, equipment, and workmanship shall satisfy the applicable standards, specifications contained herein and codes referred to. Where the Technical Specifications stipulate requirements in addition to those contained in the Standard Codes and Specifications, those additional requirements shall also be satisfied.

2. Detailed Scope:

- 2.1. In case any cell is showing voltage below the requirement, same shall be replaced. The battery set shall be treated as commissioned only after replacement.
- 2.2. The new SMF VRLA batteries shall be delivered at site in 90% STATE OF CHARGE condition OR as per standard Manufacturer's recommendation. Any additional charging of the batteries required to be carried out at site shall be done by the Bidder/Vendor/Bidder using his own equipment like Cell Booster/Charger etc. including any cables as required for the charging. BGL shall provide Single/Three Phase power source free of cost as required for the purpose. If practically possible without affecting the critical loads connected to the UPS Systems, BGL may allow onsite freshening charge of the batteries through the UPS installed at site, however this shall not absolve the Bidder/Vendor for making his own arrangement for external charging of the batteries before connection to the UPS System at site.
- 2.3. All tools and tackles including any un-skilled/skilled/specialized resources and any specialized test/measuring instruments or any other rigging/lifting equipment, including any trolley/hydra etc. as required for execution of the work at site as per SCC, SOW and Technical specifications of the tender shall be completely responsibility of the Bidder and shall be arranged by him at his own cost.

3. Disposal of old SMF VRLA & Tubular Battery Banks under buyback:

- 3.1. The BIDDER shall arrange to remove the old/used/damaged SMF VRLA and tubular batteries (12V-65AH SMF VRLA ,12V-42AH SMF VRLA ,12V-100AH Tubular Exide Make) from site under buy-back on "AS IS WHERE IS BASIS" shall be disposed off by the BIDDER at his own risk and cost. The vendor/Bidder shall take away such material out of BGL Premises/Site immediately after de-installation at site and shall ensure its removal from site with one week as per statutory/environmental disposal norms and provide BGL with the certificate for safe disposal/End use as per statutory norms.
- 3.2. The Bidder shall arrange to stack, collect, transport, dispose off the old SMF VRLA and tubular Batteries, compliance to the safe disposal norms as per statutory rules/guidelines in force from time to time and as specified elsewhere in the Tender Documents/SOW/SCC etc.

4. Acceptable Make – Exide/Amaron:

Special terms and conditions for category Lead Acid Battery-IS 16046 Battery serial number list shall be furnished by the seller along with the supply of the battery to Buyer.

5. Delivery Location for new Batteries and PICK-UP Location of old Batteries:

Sr.No	Battery Specification	Quantity Nos.	Delivery and Pick Up Location
1.	12V,65AH, SMF	16	M/s Bhagyanagar Gas Ltd.,Parishram Bhavan, 2nd Floor, APIDC Building,Basheer Bagh, Hyderabad - 500 004,Tel: 040-23236986
2.	12V,40 AH, SMF	20	M/s Bhagyanagar Gas Ltd.,Parishram Bhavan, 2nd Floor, APIDC Building,Basheer Bagh, Hyderabad - 500 004,Tel: 040-23236986
3.	12V,40 AH, SMF	20	M/s Bhagyanagar Gas Ltd., Sri Krishna Nagar, Quthbullapur, Hyderabad, Telangana 500055
4.	12V,100AH , TUBULAR	6	M/s Bhagyanagar Gas Ltd., Sri Krishna Nagar, Quthbullapur, Hyderabad, Telangana 500055

Above removed batteries to be taken back by bidder from above site under buyback

6. RULES/GUIDELINES FOR SAFE DISPOSAL OF OLD BATTERY BANKS UNDER BUY-BACK:

As per statutory guidelines/prevaling laws of CPCB/MoEF, the Bidder shall provide a certificate from the authorized collection center(s) or registered dismantler(s) or recycler(s) certifying that the old/used/ SMF VRLA and tubular battery banks have been channelized to them OR the Bidder shall provide the certificate from the respective equipment producer/manufacture(where the item is returned to the producer/manufacture) that the old/used/items have been returned to them under the pick-up and take back services provided by the producer/manufacture.

7. PACKING, FORWARDING AND DISPATCH OF GOODS:

- 7.1. The Bidder shall ensure that the goods are securely and adequately packed to ensure safe arrival at the destination withstanding all hazards including any rough handling, during transit.
- 7.2. The Bidder shall be fully responsible for the safe arrival of the goods at destination and till the time they are received by the consignee, in good working condition.
- 7.3. Intimation of dispatch of goods should be sent to the consignee well within time. Such intimation should also be sent to the consignee, paying authority, and to the BGL.
- 7.4. The goods shall be supplied in original packing from the manufacturer clearly indicating item details & specifications.
- 7.5. Any damages to goods during PACKING, FORWARDING AND DISPATCH OF GOODS as above; the same shall be fully responsibility and no relaxation to the Bidder from warranty or other obligations under this contract.

8. Specifications:

Specification	Specification Name	Bid Requirement (Allowed Values)
Description of New Battery to be supplied by Seller	BIS Marked	Yes
	Battery Voltage	12 Volt
	Battery Capacity (in Ah)	1. 65 AH SMF VRLA, 42AH SMF VRLA 2. 100AH Tubular Invertor Batteries
	Material of Container	Polypropylene
CONSTRUCTIONAL	Number of cells per battery	06 cells
	Warranty (in Years)	2

Additional Specification Parameters

Specification ParameterName	Bid Requirement (Allowed Values)
Acceptable Make	Exide/Amaron
The Battery type must be suitable for UPS/Invertors	1.SMF Battery type must be suitable for UPS 2.Tubular batteries must be suitable for invertors

Bidders offering must also comply with the additional specification parameters mentioned above

9. PAYMENT TERMS

100% payment shall be released in 15days from the submission after completing the works in all aspects. TDS if applicable may be deducted by BGL as per Income tax guidelines.

The rates quoted should be inclusive of all charges, surcharges, taxes, duties & transportation charges including transit insurance etc. and shall be valid for complete duration of the contract. No backing out for the agreement will be entertained once the same is finalized.

Consignees Officer and Quantity

S.No.	Consignee Officer	Address	Quantity	Delivery Days
1	Bony K Joseph, SM(C&P)	M/s Bhagyanagar Gas Ltd., Parishram Bhavan, 2nd Floor, APIDC Building, Basheer Bagh, Hyderabad - 500 004, Tel: 040-23236986	12V,65AH - 16Nos 12V,42AH- 20Nos	Within 15 Days from the date of issue of purchase order
2	Bony K Joseph, SM(C&P)	M/s Bhagyanagar Gas Ltd., Sri Krishna Nagar, Quthbullapur, Hyderabad, Telangana 500055	12V,65AH - 16Nos 12V,100AH- 06Nos	Within 15 Days from the date of issue of purchase order

10. Buyer Added Bid Specific Additional Terms and Conditions:

1. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
2. Bidder shall submit the following documents along with their bid:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
3. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch technical parameters, the bid is liable for rejection.
4. End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
5. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 2 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
6. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior writ consent of buyer.

The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally lia and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
7. Upload Manufacturer authorization: Wherever Authorized Distributors are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e- mail Id and Phone No. required to be furnished along with the bid.
8. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
9. Buyer Added text based ATC clauses

BUYBACK BATTERIES DETAILS:

1. 12V-65AH SMF batteries:

Item Description = EXIDE MAKE 12V 65AH SMF Batteries
Brand = EXIDE POWERSAFE PLUS
Model No = FE02-EP65-12
Year of manufacturing = 2018
Age =4 Years
Size, Rating, Designation = 12V,65AH
Quantity = 16 Nos.

2. 12V-42AH SMF batteries:

Item Description = EXIDE MAKE 12V 42AH SMF Batteries
Brand = EXIDE POWERSAFE PLUS
Model No = FE04-EP42-12
Year of manufacturing = 2019
Age =3 Years
Size, Rating, Designation = 12V,42AH
Quantity = 40 Nos.

3. 12V-100AH SMF batteries:

Item Description = EXIDE MAKE 12V 100AH Tubular Batteries
Brand = EXIDE POWERSAFE PLUS
Year of manufacturing = 2018
Age =4 Years
Size, Rating, Designation = 12V 100AH
Quantity = 6 Nos.



Bhagyanagar Gas Ltd.
Bhagyanagar Gas
Limited

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SECTION - 6
SPECIAL CONDITIONS OF CONTRACT
(SCC)

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL INFORMATION:

The special conditions of the contract shall be read in conjunction with the general condition of contract (GCC), Schedule of rates, the scope of work, and any other document forming part of the contract, wherever Context so Requires. GCC is available at the tender issuing office and the same shall be referred to by Tendered. Notwithstanding, the subdivisions of the documents into separate sections every part of each shall be deemed to supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so. Where any portion of the special conditions of the Contract (SCC) is repugnant to or at variance with any provisions of the GCC then provision of SCC shall be deemed to override the provision of GCC only to the extent of each repugnance or variation. In case of any contradictions, the Decision of the Engineer-I In-Charge will be final and binding on the Contractor.

In case of contradiction between Indian or other applicable Standards, General Conditions of Contract, Special Conditions of Contract, Specifications, drawings, Schedule of Rates, the following shall prevail in order of precedence:

- i) Letter of acceptance along with a statement of Agreed variations.
- ii) Fax / Letter of Intent / Fax of Acceptance
- iii) Schedule of Rates as enclosures to letter of acceptance
- iv) Job / Particular Specifications
- v) Technical / Material Specifications
- vi) Special Conditions of Contract.
- vii) General Conditions of Contract
- viii) Indian Standards
- ix) Other Applicable Standards

It will be the contractor's responsibility to bring to the notice of the Engineer-in-charge any irreconcilable conflict in the contract documents before starting the work(s) of making the supply concerning which the conflict exists.

In the absence of any specifications covering any material, design of work(s) in the same shall be performed / supplies / executed by Standards Engineering Practice as per the instructions/directions of the Engineer-in-charge, which will be binding on the Contractor.

2. CONTRACT PERIOD:

The contract is valid for Fifteen (15 days) the date of Purchase Order.

3. DELIVERY SCHEDULE:

Within Fifteen (15 days) from the date of issue of purchase order

4. PAYMENT TERMS:

100% payment shall be released in 15days from the submission after completing the works in all aspects. TDS if applicable may be deducted by BGL as per Income tax guidelines.

The rates quoted should be inclusive of all charges, surcharges, taxes, duties & transportation charges including transit insurance etc. and shall be valid for complete duration of the contract. No backing out for the agreement will be entertained once

the same is finalized.

5. SECURITY DEPOSIT (SD)/ CONTRACT PERFORMANCE GUARANTEE (CPBG):

Not Applicable

6. PRICE REDUCTION SCHEDULE (PRS):

In case the Contractor fails to complete the work within the stipulated time period i.e delivery of materials beyond contractually agreed delivery schedule, price reduction schedule will be applicable @0.5% of material value for the unsupplied portion per week of delay or part thereof, subject to ceiling of 5% (Five Percent) of the total order value.

7. GUARANTY/WARRANTY PERIOD:

GUARANTY/WARRANTY PERIOD shall be 02 (two) years from the date of Installation of items.



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SECTION – 7
SCHEDULE OF RATES (SOR)

SCHEDULE OF RATES (SOR)

Financial Bid / Priced Bid

Item: Procurement of Batteries for UPS installed in BGL HO and Projects Office in Hyderabad

Name of Bidder:

Item Nos.	DESCRIPTION	HSN/SAC Code	Unit	QTY	Unit Price (INR)				Total Price upto FOR site incl. of all taxes & duties, incl. GST (INR)	Total Price upto FOR site incl. of all taxes & duties, incl. GST (INR)	
					Unit Price upto FOR site incl. of all taxes & duties, excl. GST (INR)	Unit Price upto FOR site incl. of all taxes & duties, excl. GST (INR)	GST				Total Unit Price
					(INR) (words)	(INR) (figures)	%	(INR)	Amount (INR)	(INR) (words)	(INR) (figures)
(1)	(2)		(3)	(4)	(5)	(5a)	(6) (a)	(6) (b)	(7) = (5 + 6(b))	(8)=(7)*(4)	(8_a)=(7)*(4)
1	Supply, Installation and commissioning of Batteries as per the technical specifications with connecting probes and wires as per the Scope of Supply/Work.										
1.1	12V,42AH,VRLA,SMF Batteries		Nos.	20							
1.2	12V,65AH,VRLA,SMF Batteries		Nos.	32							
1.3	12V,100AH,Inverter Batteries		Nos.	6							
2	Cables for 100 AH Tubular Battery		Nos.	6							
Total amount inclusive of all applicable taxes & duties in Rs.(A)											



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3	Buy Back of Old Batteries (as is where is basis)										
3.1	12V,42AH,VRLA,SMF Batteries		Nos.	20							
3.2	12V,65AH,VRLA,SMF Batteries		Nos.	16							
3.3	12V,100AH,Inverter Batteries		Nos.	6							
Total amount for Buy back of Old batteries in Rs. (B)											
Total amount inclusive of all applicable taxes & duties in Rs.(A-B)											
<p>1) Bidders are advised to check applicable GST for supply of new batteries and for Buy back of old batteries before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.</p> <p>2) Acceptable battery makes: Exide/Amaron only</p>											