

Ref. Tender No. BGL/554/2022-23 , dated 11.08.2022

Sub: Tender for Hiring of Comprehensive Annual Maintenance Contract (CAMC) Services for 01 No Gas Engine driven M/s Delta 2000 SCMH Compressor Package at Mother Station Hyderabad.

REPLIES TO PRE-BID QUERIES /CORRIGENDUM/ADDENDUM

Sl. no	Vol & Section	Page no	Clause /Description	Bidder Queries	BGL Remarks / Clarifications
Technical Queries					
1	Vol - II of II Section-7 Scope of Work	7 of 24	Compensation for non-fulfilment of obligation under Comprehensive Annual Maintenance Contract (CAMC): Maximum penalty would be applicable 100% of Maintenance Part (i.e, 70% of Lump sum Charges) on monthly net invoicing amount of one unit.	Bidder requested to confirm the Maximum penalty must be limited to 50 % of maintenance part.	Tender conditions prevails and bidder should ensure 97% availability of package cumulative on monthly basis. The maximum available 3% down time shall be include downtime for preventive, predictive, breakdown maintenance and any other related activity. Non-availability of any machine over and above 3% will attract penalty.
2	Vol of II of II Section-7 Scope of Work	7 of 24	The Contractor shall deploy adequate number of technicians/ operators/ engineers as well as tools & tackles for smooth and proper operation & maintenance of the dispensers provided in terms of the contract	Bidder requested for typo error in sentence where it is mentioned "operation & maintenance of the dispensers" which is compressor and not a dispenser and requested to clarify the same.	In Section -7 Scope of Work cl. No. 8.1 (a) "The Contractor shall deploy adequate number of technicians/ operators/ engineers as well as tools & tackles for smooth and proper operation & maintenance of the dispensers provided in terms of the contract." TO BE READ AS "The Contractor shall deploy adequate number of technicians/ operators/ engineers as well as tools & tackles for smooth and proper operation & maintenance of the COMPRESSORS provided in terms of the contract."Further, the word Dispenser wherever in bid document to be read as COMPRESSOR.

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3	Vol of II of II Section-7 Scope of Work	13 of 24	Scope of AMC activities	Bidder informed that as per the inspection, the machine is not in ideal condition and various parts of compressor including engine need to get refurbished and requested M/s BGL to get it done before proposed CAMC.	Machine has completed about 53,000 running hours and accordingly vendor should consider all the maintenances as per the OEM recommendations or when required. Refer clause no 3.5 Scope for AMC Activities and 3.3(h)
4	Vol of II of II Section-7 Scope of Work		General	Bidder requested to confirm that in case of unavailability of such spares, M/s BGL to support us in getting the spares.	Tender conditions prevails
5	Vol of II of II Section-7 Scope of Work	Pg 6 Of 24	Clause no. 4, Subletting of contract	Contract will be subletted with Hoerbiger engineer to monitor the working of the subletted work Force	The overall responsibility of the contract will remain with the bidder/Contractor.
6	Vol of II of II Section-7 Scope of Work	Pg 6 Of 24	Clause no. 5-ii Manpower	Bidder informed that the job will be completed the time frame for the Maintenance. The increase or decrease of the manpower will be the sole discretion of bidder.	The bidder shall have to arrange adequate resources as per the scheduled/ breakdown maintenance activity to complete within the shortest time with mutual discussion with BGL
7	Vol of II of II Section-7 Scope of Work	Pg 7 Of 24	Clause no. 7 Penalty	No penalty will be levied in case of planned shutdown for maintenance. Penalty will be levied for Breakdown only.	Bidder should ensure 97% availability of package cumulative on monthly basis. The maximum available 3% down time shall be include downtime for preventive, predictive, breakdown maintenance and any other related activity. Non-availability of any machine over and above 3% will attract penalty. Non-availability of compressor package for non-availability of spares shall be liable for penalty as per penalty clause.

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8	Vol of II of II Section-7 Scope of Work	Pg 7 Of 24	Clause no. 8-a General	The contract is only for the Compressor Package. It is not for the maintenance of the Dispenser.	see replies to queries sl. No-2
9	Vol of II of II Section-7 Scope of Work	Pg 8 Of 24	Clause no. 8-m General	The wage of the employee will be as per the Minimum Wage Act 1948. However, Bidder requested the owner to increase the Manpower cost by the increment as per the Government declaration.	Tender conditions prevails
10	Vol of II of II Section-7 Scope of Work	Pg 10 Of 24	Clause no. 9 - f O&M of Compressor	The consumable spares such as Valves & its integral, R&P will be of bidder make. Other critical parts sourced will be from authorised vendor.	Required spares has to be maintained and replaced by the bidder. Responsibility of running the machinery continuously without frequent breakdowns is lies with the bidder.
11	Vol of II of II Section-7 Scope of Work	Pg 10 Of 24	Clause no. 9 -h O&M of Compressor	Bidder informed that all parts replaced by the Contractor during the above contract will be the property of the Contractor	Tender conditions prevails

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12	Vol of II of II Section-7 Scope of Work	Pg 13 of 24	Clause no. 3-g Special services	Bidder requested that the thickness Measurement - If found below the prescribed limit, then the repair of the same will be in BGL scope	Bidder should check and confirm the thickness at the time of mobilization of the contract after that sole responsibility lies with the bidder. Also, Bidder shall have to keep all the spares, consumables, etc., for carrying out periodic, breakdown, emergency maintenance etc., of the CNG compressor package including the electrical panels, air compressors, leak detection system, Co2 flooding system, CNG compressor, heat exchanger , PLC of compressor package, CNG piping around the compressor area and other auxiliaries so as to minimize the down time of the equipment .
13	Vol of I of II Section - 2, Instructions to Bidders (ITB)	Pg 33 of 145	General : Regarding EMD/ Bid Security	clarification to ITB cl. No-16	<p>16.1. 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 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 Transaction Details along with their e-bid. In case of online transaction, submission of EMD in original is not applicable.</p> <p>16.2 The 'Bid Security' is required to protect BGL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7".</p>

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					<p>16.3 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'</p> <p>16.4. Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BGL as non-responsive.</p> <p>16.5 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.</p> <p>16.6 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.</p> <p>16.7. 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.</p>

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					<p>16.8 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.</p> <p>16.9 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.</p> <p>16.10 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.</p> <p>16.11 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.</p>
14	Vol I of II, Section - I, Bid Evaluation Criteria	Pg 13 of 145	General	Bidder informed that they did not executed such type of Jobs in Past or Present as in BEC, but only carrying out O&M of same machines under sub contract	Tender Condition Prevails