



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

BID DOCUMENT FOR

**Procurement of Server for Development & Hosting of
Intranet and other Application**

**UNDER OPEN DOMESTIC
COMPETITIVE BIDDING**

Bid Document No.: BGL/567/2022-23

VOLUME-II of II



Bhagyanagar Gas Limited

**Procurement of Server for Development & Hosting
of Intranet and other Application**

Document No. BGL/567/2022-23

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SPECIAL CONDITIONS OF CONTRACT (SCC)

GENERAL

- 1.1 Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, Specification of work, Drawing and any other documents forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes ever part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with in the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall be the extent of such repugnancy, or variations, prevail.
- 1.4 Wherever it is mentioned in the specification that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the **Value of Contract** shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5 The materials, design, and workmanship shall satisfy the relevant Indian Standard, the Job Specifications contained herein and Codes referred to where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specification, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
 - i) Letter of Acceptance/ FOI along with Statement of Agreed Variations.
 - ii) Schedule of Rates as enclosures to Letter of Acceptance
 - iii) Special Conditions of Contract
 - iv) Drawings
 - v) Technical/ Material Specifications
 - vi) Instruction to Bidder
 - vii) General Conditions of Contract
 - viii) Indian Standards
 - ix) Other applicable standards
- 1.7 It will be the Contractor's responsibility to bring to the notice of Engineer-in-charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.
- 1.8 In the absence of any Specifications covering any material, design of work(s) the same shall be performed/ supplies/ executed in accordance with Standard Engineering Practice as per the instructions/ directions of the Engineer-in-charge, which will be binding on the Contractor.



2.0 SCOPE OF SUPPLY

General

The scope of supply covers Supply & installation of Server at BGL Head Office, Basheerbagh as per the technical specifications mentioned in the section-8.

2.2 The Scope of Supply shall be as set out at Material Requisition, Data Sheets and supplemented by all stipulation in the entire tender document.

2.3 All the specifications for the work shall be as per scope of work & schedule of rates which are self explanatory. However, whenever required Modifications / Alterations will be done as per the Site / Operation requirement and the decision of the Engineer-In-Charge shall be final and binding on the Contractor

2.4 REMARKS

2.4.1 Supplier's Compliance

Supplier shall submit his bid in full compliance with the requirements of this MR and attachments. Bidder shall include the following statement in his bid:

Compliance with this material Requisition in any instance shall not relieve the Vendor of his responsibility to meet the specified performance.

2.4.2 Compliance with Specification

The supplier shall be completely responsible for the design, materials, fabrication, testing, and inspection, preparation for shipment & transfer of above material to nominated delivery point strictly in accordance with the MR & all attachments thereto.

2.4.3 Supplier's Scope

Supplier's scope of work includes the equipment with all internals & accessories shown on the data sheets, specifications and all unmentioned parts necessary for a satisfactory operation & testing except those which are indicated to be out of Supplier's supply.

3.0 CONTRACT PRICE

The contract price shall be deemed to be firm and valid for the entire duration of the contract till the completion of work and shall not be subject to any adjustment due to increase in price of materials, utilities, or any. other input for performance of work and the contract except for increase/decrease in taxes and duties on account of subsequent legislation.

4.0 QUANTITY VARIATION

The tendered quantity may vary depending upon the project requirement. BGL reserves the right to decrease/ increase the quantity depending upon its requirement.

5.0 DISPATCH INSTRUCTIONS

7.1 Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.

7.2. Copy of Inspection Release Certificate, Dispatch Clearance and statement showing the name of the Vessel/Trailers description and weight of material and shipping marks etc. to be submitted along with the documents.



6.0 REJECTION

- 9.1. Any materials/goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture/fabrication, and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Requisition /Order, shall be liable for immediate rejection.
- 9.2. Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to EMPLOYER

7.0 TERMS OF PAYMENTS

The Payment shall be made in the following manner subject to completion of all contractual requirements as per tender document.

The following shall be read in conjunction with Clauses of GCC (Goods)

- a) **80 % (Hundred percent) payment of the supplied portion along with freight including taxes & duties will be paid on receipt & acceptance of goods at FOT site after adjustment of PRS, if any along with submission of delivery challans, Warranty / Guarantee Certificates and the NO CLAIM Certificate along with duly certified by EIC / OIC and**
- b) **Remaining 20 % will be released after 30 days of successful Installation/ commissioning of servers**

ii. *MODE OF PAYMENT*

All payments payable in Indian rupees against the contract shall be released by Owner through account payee cheque payable atpar or by electronic transfer.

iii. *DEDUCTION AT SOURCE*

Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force. Purchaser will release payments by F&A Dept, BGL to the Contractor after offsetting all dues to the Purchaser payable by the Contractor under the Contract.

8.0 COMPENSATION FOR DELAY (PRICE REDUCTION /LIQUIDATED DAMAGES)

In case of delay in 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. For details, please refer relevant clause of GCC-Goods.

The value referred in PRS clause is excluding taxes & duties.

9.0 PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT/ CONTRACT PERFORMANCE SECURITY:

Bidder will provide Performance Guarantee @ 3 % of annualized order value within 30 days of receipt of Fax of Acceptance (FOA) / Work Order (WO) from the Owner. The contract performance bank guarantee shall be valid 3 months beyond the Guarantee/ Warrantee period.

The Performance Guarantee shall be in form of either Demand Draft or Banker's Cheque or bank transfer through NEFT/RTGS/IMPS into BGL account, or irrevocable Bank



Guarantee and shall be in the currency of Contract (issued by 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). The Terms also to be read in line with Section Information to Bidders (ITB) (Vol I of II) of Bid Document.

There is no exemption to MSEs including SSI units from submission of Security Deposit/ Contract Performance Bank Guarantee (CPBG).

10.0 DELIVERY

The delivery of the items location wise is as per the Material Requisition.

The Vendor to arrange transportation of these materials from the vendor shop to designated locations of BGL yard in respective cities. No extra payment shall be made for the transportation and deemed to be included in the quoted price.

Bidder to deliver the materials at all locations as per the quantity estimated.

11.0 DELIVERY PERIOD

Delivery of the total order quantity will be completed within 4-5 weeks for the supply of all materials as per SOR, from the date of receipt of LOI/PO from the date of Fax of Acceptance (FOA)/Purchase Order (PO).

12.0 PACKING, MARKING AND SHIPMENT

The Seller, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.

For MARKING & PACKAGING of the Materials shall be as Section-IV of Vol I of I.

Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per Vol I of II of this Bidding Document.

13.0 INDEPENDENT SELLER

It is expressly understood and agreed that Seller is an independent party and that neither the Seller/ its personnel are servants, agents or employees of Purchaser nor the Seller has any kind of interest in other sellers.

14.0 LIEN

Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorized representative from such disputes of title/liens, costs, consequences etc.

15.0 LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier under the Contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of



profits or loss of production.

16.0 GOVERNING LAW

Laws of India will govern the Agreement and Hyderabad courts will have exclusive jurisdiction on all matters related to Agreement.

17.0 OWNER'S RIGHTS AND REMEDIES

Without prejudice to Owner's right and remedies under Agreement, if SUPPLIER fails to commence delivery as per agreed schedule and/or in reasonable opinion of the OWNER, CONTRACTOR is not in a position to make up the delay to meet the intended purpose, the OWNER may terminate the AGREEMENT in full or part at SUPPLIER's default and may get supplies from other sources at SUPPLIER's risk and cost.

18.0 TRANSIT INSURANCE (addnl to Clause no. 16.0 of GCC)

Bidder shall arrange Transit Insurance and the cost of which shall be borne by bidder. Quoted price shall be inclusive of the same.

19.0 WARRANTY

3 years 24 x 7 warranty. Post installation, 3-year product warranty shall be given as mentioned in the Technical specifications.

20.0 General Conditions:

- (i) When the materials are dispatched to the consignee intimation must also be given to this effect. Reference to the supply order should invariably be given in all the relevant correspondence.
- (ii) The tender is liable to be rejected in case the tender does not comply with tender stipulations or the goods, works and services offered do not conform to the required specifications indicated their in.
- (iii) Any other terms and conditions offered by the firm and not included in the order/contract, are not acceptable to BGL.

21.0 Location/Site Information:

Location of site will be informed by BGL Engineer-In-charge OR as follows

For Hyderabad Location:

**Bhagyanagar Gas Limited, Second Floor,
Parishrama Bhavan, Opp. Babu Khan Estate, TSIDC Building,
Basheerbagh, Hyderabad-500029, Telangana**



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SECTION – 8

**MATERIAL REQUISITION & TECHNICAL
SPECIFICATIONS**

Material Requisition & Technical Specifications

Project : Procurement of Server for Development & Hosting of Intranet and other Application
 Client : M/s Bhagyanagar Gas Limited
 Items : Server
 Tender No. : B G L / 5 6 7 / 2 0 2 2 - 2 3 dt. 0 2 . 0 3 . 2 0 2 3

Part No	Description	Quantity (Nos.)
868703-B21	HPE DL380 Gen10 8SFF CTO Server : 1 x HPE DL380 Gen10 Xeon 4216 2.1GHz/24C/22MB/100W FIO Kit, 1x32GB, HPE Smart Array P408i-a SR Gen10 Ctrlr with 96W Battery, 4x1GbE (embedded), 2 x HPE 500W FS Plat Ht Plg LH Pwr Sply Kit, rail kit , 3 YEARS NBD	1
P02495-B21	HPE DL380 Gen10 Intel Xeon-Silver 4216 (2.1GHz/24-core/100W) Processor Kit	1
P00924-B21	HPE 32GB (1x32GB) Dual Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	5
872479-B21	HPE 1.2TB SAS 12G Enterprise 10K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD	8
804398-B21	HPE Smart Array E208e-p SR Gen10 Ctrlr	1
E6U64ABE	HPE iLO Advanced Electronic License with 3yr Support on iLO Licensed Features	1
H8QV5E	HPE 5y FC 24x7 DL38x Gen10 SVC	1
11058-B21	MS WS 22 (16-Core) Std ROK en SW	3
	Trend Micro Antivirus for Server 3 Years	1
	Cloud one work load security with XDR(THREE Years)	1
	One time Server ,OS installation and VM configuration to 4 VMs	1

1. Scope of Supply:

The successful Bidder (the “Supplier”) shall complete delivery of Goods along-withs incidental services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.

Seller’s scope shall include (a) manufacturing of above-mentioned items as per Material Requisition technical specifications; (b) Packing; (c) Transit Insurance, loading on truck/trailer including and unloading of at Bhagyanagar Gas’s store/site.



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SECTION – 9

SCHEDULE OF RATES (SOR)

REFER E-TENDER NO.: BGL/567/2022-23 IN

E-TENDERING WEBSITE /PORTAL -

(<https://petroleum.euniwizarde.com/>)

FOR SCHEDULE OF RATES



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Bhagyanagar Gas Limited							
SCHEDULE OF RATES (SOR)							
Financial Bid / Priced Bid							
Bid Document ref: BGL/567/2022-23, dtd.02.03.2023							
Item: Procurement of Server for Development & Hosting of Intranet and other Applications							
Name of Bidder:							
Item Nos.	DESCRIPTION	Part No.	HSN/SAC Code	Unit	Quantity	Unit Price (INR)	Total Price (INR)
						Unit Price incl. FOT site & all taxes & duties, excl. GST	Total Price incl. FOT site & all taxes & duties, excl. GST
						(INR) (figures)	(INR) (figures)
1	HPE DL380 Gen10 8SFF CTO Server : 1 x HPE DL380 Gen10 Xeon 4216 2.1GHz/24C/22MB/100W FIO Kit, 1x32GB, HPE Smart Array P408i-a SR Gen10 Ctrlr with 96W Battery, 4x1GbE (embedded), 2 x HPE 500W FS Plat Ht Plg LH Pwr Sply Kit, rail kit , 3 YEARS NBD	868703-B21		Nos.	1		0
2	HPE DL380 Gen10 Intel Xeon-Silver 4216 (2.1GHz/24-core/100W) Processor Kit	P02495-B21		Nos	1		0
3	HPE 32GB (1x32GB) Dual Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	P00924-B21		Nos	5		0
4	HPE 1.2TB SAS 12G Enterprise 10K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD	872479-B21		Nos	8		0
5	HPE Smart Array E208e-p SR Gen10 Ctrlr	804398-B21		Nos	1		0
6	HPE iLO Advanced Electronic License with 3yr Support on iLO Licensed Features	E6U64ABE		Nos	1		0
7	HPE 5y FC 24x7 DL38x Gen10 SVC	H8QV5E		Nos	1		0
8	MS WS 22 (16-Core) Std ROK en SW	11058-B21			3		0
9	Trend Micro Antivirus for Server 3 Years Cloud one work load security with XDR(THREE Years)			Nos	1		0
10	One time Server ,OS installation and VM configuration to 4 VMs			Nos.	1		0
						Total (Excl GST) in Rs.	0
						GST @ ___% (in Rs)	0
						Total amount inclusive of all applicable taxes & duties in Rs.	0