

Bid Document No. BGL/401/2017-18



BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

Tender for Testing and Calibration of Pressure Gauges, Temperature Gauges, Safety Valves, Pressure / Temperature Transmitters for Delta Compressor Packages at Vijayawada

UNDER LIMITED DOMESTIC COMPETITIVE BIDDING

Bid Document No.: BGL/401/2017-18

VOLUME-Iof I



REQUEST FOR QUOTATION (RFQ)

BID DOCUMENT NO.: BGL/	401/2017-18	Date:18.01.2018		
To,				
ITEM	:	Tender for Testing and Calibration of Pressure Gauges, Temperature Gauges, Safety Valves, Pressure / Temperature Transmitters for Delta Compressor Packages at Vijayawada		
Due Date & Time of submission of bid	:	01.02.2018 at 1500 Hrs		
Date and time for opening of Un-Priced bids	:	01.02.2018 at 1600 Hrs		
Address	:	Bhagyanagar Gas Limited 2 nd Floor, ParishramBhavan, APIDC Building, BasheerBagh, Hyderabad. Tel: 040-66566983/84, Fax: 040-66565081. Email: <u>bonnyk.joseph@bglgas.com</u>		
Contact Person	:	Bonny K Joseph, Manager (C&P)		
Validity of submission of offer	:	Minimum 03 months from the due date		
BID SECURITY DETAILS	:			
a) Bid Security Amount	:	Rs.6100/-(Rupees Six Thousand One Hundred)		
b) Validity	:	Minimum 05 (five) months For Bank Gaurantee or 03 (Three) Months for DD from the due date of submission of offer.		
c) Mode:	Or	Either in form of Account payee Demand Draft in favor of 'Bhagyanagar Gas Limited', payable at Hyderabad, Telangana state of India. In form of Bank Guarantee as detailed in tender document		

Note: Corrigenda, Addenda, Clarifications etc. if any to the above will be hosted only in BGL website. Bidders should regularly visit the website to keep themselves updated.



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 Sealed tender under <u>Two-Bid System</u> are invited for Testing and Calibration of Pressure Gauges, Temperature Gauges, Safety Valves, Pressure / Temperature Transmitters for Delta Compressor Packages at Vijayawada. 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**

Bidder shall quote the rates as per 'Schedule of Rates' of this tender. Bidder must quote for scope as defined in bid document, bids submitted for part scope shall be considered as non-responsive and liable to be rejected. The tender shall be finalized on the basis of overall minimum cost to BGL.

4.0 SEALING & MARKING OF BIDS

Bids are invited for the item(s) in complete accordance with the Bid Document.

Bids should be submitted separately in **two parts in sealed envelopes** super-scribed with the Bid Document Number, due date, item and nature of bid (un-priced, priced), as follows:

- Part A:i)UNPRICED BID (1 Original) complete with all Technical
and Commercial details of offer. Each page of offer shall be
signed & stamped by bidder.
 - ii) SOR, identical to Part-B of offer with prices blanked out and mentioned as <u>Items Quoted/ Not Quoted.</u>
 - iii) **Original Copy of tender document** along with all Annexure duly signed & stamped on each page as a token of acceptance of all terms & condition.

Part - B : ONLY PRICED BID IN DUPLICATE (WITH FULL PRICE DETAILS) EXACTLY AS PER 'SCHEDULE OF RATES' NO OTHER DOCUMENT TO BE ENCLOSED.

Part – C : The original Bid Security of requisite value must be enclosed in another separately sealed envelope duly super-scribed as `Bid Security'.

The three SEALED envelopes, containing **Part-A**, **Part-B** and **Part-C** of offer respectively, shall be enclosed in a larger envelope duly sealed and pasted with the enclosed CUT-OUT slip at Section 2 of this tender and shall bear the name and address of the bidder.

5.0 i) Bid Document calls for offers on single point "Prime Bidder" responsibility basis. Bidders are therefore advised not to submit offers in "Consortium" or



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"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 subvendor/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 Bidder shall ensure that Bid Security having a validity of **5 months** from the bid due date, must accompany the offer. Offer, if not accompanied with Bid Security, shall liable to be rejected.
- 7.0 Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Fax/Telegraphic/ E-Mail bids shall be rejected.
- 8.0 Bhagyanagar Gas Limited (BGL) reserves the right to reject any or all the bid received, at its discretion without assigning any reason, whatsoever.
- 9.0 This Request for Quotation (RFQ) is an integral and inseparable part of the enclosed Bid Document
- 10.0 The bid opening of the un priced part and price part shall be in the presence of representative of bidder who may like to be present in the bid opening and who bring duly authorized letter of authority in the format, enclosed at section 6. However date of opening of price part will be intimated to the bidder later on with a notice period of 3 days.
- 11.0 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.
- 12.0 PLEASE ACKNOWLEDGE THE RECEIPT OF THE BID DOCUMENT AND CONFIRM YOUR INTENTION TO QUOTE OR NOT IMMEDIATELY. IN CASE YOUR ARE NOT INTENDING TO QUOTE THEN PLEASE GIVE REASONS AND ALSO PLEASE RETURN THE TENDER DOCUMENT TO US.
- 13.0 If the bid due date happens to be a holiday in BGL, the next working day shall be considered for bid due date.



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- 14.0 Offers sent without payment of requisite tender fee will be ignored straightaway.
- 15.0 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:-

Bonny K Joseph Manager (C&P) Bhagyanagar Gas Limited 2nd Floor, APIDC Building ParishramBhavan BasheerBagh, Hyderabad Ph No.: 040- 66566983 Fax. No.: 040- 66565081 Email: bonnyk.joseph@bglgas.com

Please specify Bid Document Number in all your correspondence.

THIS IS NOT AN ORDER

Yours faithfully, FOR AND ON BEHALF OF Bhagyanagar Gas Limited

Enclosure: Bid Document

(Bonny K Joseph) Manager(C & P)

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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SECTION – 1

BID EVALUATION CRITERIA



BID EVALUATION CRITERIA

Bidder's Eligibility Criteria:

1.0 <u>BEC – Technical</u>:

- 1. Bidder must have an experience of execution for calibration of Pressure Gauges, Pressure Transmitters, Safety Valves and Pressure Switches etc. for a value of Rs. 75,000/- in the last 7 years reckoned from bid due date. Documentary proof like copy of Single work order / Completion certificate must be submitted against the experience.
- 2. Bidder should have Master Calibratrors which are calibrated at NABL accredited laboratory/ ETDC / FCRI / NPL. The bidder shall submit a copy of valid calibration certificate of Master calibration Instruments along with the bid.

Note: Bidder not confirming to the above criteria need not apply.



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SECTION-2

CUT OUT SLIPS



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CUT OUT SLIP

(OUTER ENVELOPE)

DO NOT OPEN-THIS IS A QUOTATION					
CLIENT PROJECT	:	BHAGYANAGAR GAS LIMITED CNG & CITY GAS PROJECT IN VIJAYAWADA			
BID DOCUMENT NO	:	BGL/401/2017-18			
ITEM	:	Tender for Testing and Calibration of Pressure Gauges, Temperature Gauges, Safety Valves, Pressure / Temperature Transmitters for Delta Compressor Packages at Vijayawada			
DUE DATE & TIME	:	01.02.2018 at 1500 HRS (IST) TO M/s Bhagyanagar Gas Limited 2 nd Floor, APIDC Building ParishramBhavan, BasheerBagh, Hyderabad, Telanagana – 500004			
		Ph No.: +91-040- 66566983/84 Fax No.: +91-040- 665650810			
		Kind Attn: Bonny K Joseph Manager (C&P) Email: <u>bonnyk.joseph@bglgas.com</u>			
NAME: ADDRESS					



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		PART – A (Un Priced Bid)
CLIENT	:	BHAGYANAGAR GAS LIMITED
PROJECT	:	CNG & CITY GAS DISTRIBUTION PROJECT IN VIJAYAWADA
BID DOCUMENT NO	:	BGL/401/2017-18
ITEM	:	Tender for Testing and Calibration of Pressure Gauges, Temperature Gauges, Safety Valves, Pressure / Temperature Transmitters for Delta Compressor Packages at Vijayawada
DUE DATE & TIME	:	01.02.2018 at 1500 HRS (IST) TO
		M/s Bhagyanagar Gas Limited 2 nd Floor, APIDC Building ParishramBhavan, BasheerBagh, Hyderabad, Andhra Pradesh - 500004
		Ph No.: +91-040- 66566983 Fax No.: +91-040- 66565081
		Kind Attn: Bonny K Joseph Manager (C&P)
NAME:		
ADDRESS		
(To be pasted	l on t	the envelope containing "Un Price Bid")



(Priced Bid) PART – B **BHAGYANAGAR GAS LIMITED** CLIENT : PROJECT **CNG & CITY GAS DISTRIBUTION PROJECT** : IN VIJAYAWADA. **BID DOCUMENT NO** BGL/401/2017-18 : ITEM : Tender for Testing and Calibration of Pressure Gauges, Temperature Gauges, Safety Valves, Pressure / Temperature Transmitters for Delta Compressor Packages at Vijayawada DUE DATE & TIME 01.02.2018 at 1500 HRS (IST) : TO M/s Bhagyanagar Gas Limited 2nd Floor, APIDC Building ParishramBhavan, BasheerBagh, Hyderabad, Andhra Pradesh - 500004 Ph No.: +91-040-66566983 Fax No.: +91-040- 66565081 Kind Attn: Bonny K Joseph Manager (C&P) NAME: ADDRESS (To be pasted on the envelope containing "Price Bid")



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		PART – C (BID SECURITY)
CLIENT	:	BHAGYANAGAR GAS LIMITED
PROJECT	:	CNG & CITY GAS DISTRIBUTION PROJECT IN VIJAYAWADA.
BID DOCUMENT NO	:	BGL/401/2017-18
ITEM	:	Tender for Testing and Calibration of Pressure Gauges, Temperature Gauges, Safety Valves, Pressure / Temperature Transmitters for Delta Compressor Packages at Vijayawada
DUE DATE & TIME	:	01.02.2018 at 1500 HRS (IST)
		ТО
		M/s Bhagyanagar Gas Limited 2 nd Floor, APIDC Building ParishramBhavan, BasheerBagh, Hyderabad, Andhra Pradesh - 500004
		Ph No.: +91-040- 66566983 Fax No.: +91-040- 66565081
		Kind Attn: Bonny K Joseph Manager (C&P)
NAME:		
ADDRESS		
(To be paste	ed on	the envelope containing "Bid Security")



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SECTION 3

INSTRUCTIONS TO BIDDERS

Seal & Sign Of Bidder

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INSTRUCTION TO BIDDER

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- 5 LANGUAGE OF BID
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- 32. WAIVER OR TRANSFER OF THE AGREEMENT
- 33. ORDER OF PRESIDENCE
- 34. DISCLAIMER



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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) Bidders Eligibility Criteria (BEC)
- ii) Instructions to Bidders (ITB)
- iii) Packing, Marking & Shipping
- iv) Brief Summary of Agreed Terms and Conditions (ATC)
- v) Forms & Formats
 - Formal Declaration of Offer
 - Bid Form
 - Bidders General Information
 - Contract Agreement Form
 - Proforma of Contract Performance Security
 - (CONTRACT Performance Bank Guarantee)
 - Proforma of Letter of Authority for Attending the Bid Opening
 - Proforma of Letter of Authority for Bid Negotiations and Signing the Agreement
 - Declaration Certificate
 - Exception and Deviation Statement
- vi) Special Conditions of Contracts
- vii) Technical Specifications
- 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



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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 Security.
 - c) Bid Form as per format.
 - d) Agreed Terms & Conditions duly filled in as per format.
 - e) Documentary evidence establishing that the goods and services to be supplied by the Bidder conform to the Bidding documents.
 - f) Copies of documents defining the constitution or legal status, place of registration and principal place of business of the Company or firm or partnership.
 - g) 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.
 - h) Details of Indian Agent/ dealers, if any
 - i) Financial data as per format.
 - j) Exceptions & Deviations
 - k) Duly signed & stamped original bid document (Volume–I and Volume II).
 - 1) Confirmation that bidder is not banned by any Government organization / Government Undertaking from quoting.
 - m) Sales tax registration certificates
 - n) Any other information / details required as per bid document
 - o) Any other information/ detail bidder may like to enclose.

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



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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) Excise duty
 - iv) Sales tax
 - v) Octroi
 - vi) Other taxes, duty levies if any
 - vii) Freight charges on door delivery basis.
 - viii) Total cost
 - ix) Third party inspection charges
 - x) Installation/ commissioning charges (if applicable)
 - xi) 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 atsite,
 - 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**

- 9.1 The bidder shall furnish, as part of his bid, bid security of the amount specified in the RFQ.
- 9.2 The bid security is required to protect the OWNER against the risk of bidder's conduct which would warrant the security's forfeiture.



- 9.3 Any bid not secured in accordance with clause 9.1 of ITB may be rejected by the OWNER as non-responsive.
- 9.4 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible.
- 9.5 The successful bidder's bid security will be discharged upon the bidder's executing the Contract, pursuant to furnishing the Performance security.
- 9.6 The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid Form; or
- b) In the case of a successful bidder, if the bidder fails;
- i) To furnish Performance Security as per provision of the bid document.
- ii) To accept as arithmetical corrections of its bid as per provision of the bid document.
- 9.7 Bid Security should be in favor of 'Bhagyanagar Gas Limited' and addressed to BGL. Hyderabad. Moreover original Bid Security should be enclosed separately in a sealed cover and submitted along with the bid. Bid Security must indicate the Bid Document number. The Bid Security shall be strictly in the form provided in the bid document.
- 9.8 Bid Security shall be in the form of Crossed Demand Draft or Bank Guarantee in favour of Bhagyanagar Gas Limited valid for a period of two months beyond the date of bid validity. Bid security is in the form of irrevocable Bank Guarantee the same shall be from any Indian scheduled Bank other than co-operative bank or a branch of an International bank situated in India and registered with the Reserve Bank of India as scheduled foreign bank in case of Indian Bidder. However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs. 100 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.

10 PERIOD OF VALIDITY OF BIDS

10.1 Bids shall be kept valid for **03 months** 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



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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 Part-B: Price Bid Part-C: Bid Security in Original

12.5.1 PART-A: TECHNO-COMMERCIAL or UNPRICED BID

- i) UNPRICE 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, identical to Part-B of offer with prices blanked out and items as quoted.
- Original Copy of tender document (Volume I & II) alongwith 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 BID - DO NOTOPEN". The envelope shall also indicate the name and address of the bidder.

12.5.2 **PART-B: PRICE BID**

PRICE BID shall be submitted in duplicate, complete with FULL PRICE DETAILS duly sealed in a separate envelope duly super scribed with Bid Document No., Item Detail, Bid Due Date & Time etc. and "PRICE BID - DO NOT OPEN."

12.5.3 Part-C: BID SECURITY

BID SECURITY of the amount as indicated at Request for Quotation (RFQ) in original in the prescribed form and valid for the period of Five Months from the date of bid submission, to be enclosed in a separate sealed envelope duly superscribed with Bid Document No. Item Details, Bid Due Date & Time etc. and the phrase 'Bid Security'.



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12.5.4 The three envelopes containing PART –A (Techno-Commercial Bid) PART-B (Price Bid) and PART-C (Bid Security) should be enclosed in a larger envelope duly sealed and pasted with enclosed CUT OUT SLIP and bear the name and address of the Bidder. Bid Document no., item detail, bid due date & time and duly superscribed "BID – DO NOT OPEN" and addressed to :-

Manager(C&P) Bonny K Joseph Bhagyanagar Gas Limited, 2nd Floor, Parishram Building APIDC Building, Basheerbagh, Hyderabad - 500004 Ph: 040-66566983 Fax: 040-66565081

- 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 Specifications shall be frozen after pre-bid meeting and necessary clarifications shall be provided. After that no change in specification will be permitted.
- 15.2 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.

- 15.3 No bid shall be modified subsequent to the deadline for submission of bids.
- 15.4 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



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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) Acceptance of Performance Security (Contract Performance Bank Guarantee) for 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



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- 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
- xvi) Bidders not submitting the original tender document(s) duly signed & stamped.
- xvii) conditional bids.

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.
 - ii) 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.
- 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 OFAWARD

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) -AS mention in Section -4 –Special Terms & Conditions.

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. The invoices in triplicate must be addressed to:-

Manager (C&P). Bhagyanagar Gas Limited 2nd Floor, ParishramBhavan APIDC Building, BasheerBagh, Hyderabad – 500 004



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 Force Majeure:

1 CONDITIONS FOR FORCE MAJEURES

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties. The term "Force Majeure" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR. Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts. If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months the EMPLOYER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions.

2 **OUTBREAK OF WAR**

- 2.1 If during the currency of the CONTRACT there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and until the CONTRACT is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the WORK, provided always that the EMPLOYER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.
- 2.2 If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.

31.0 VOID

32.0 WAIVER OR TRANSFER OF THE AGREEMENT

32.1 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.



33. CORRUPT AND FRAUDULENT PRACTICES

- 33.1 The Employer requires that Bidders/Contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:
 - i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
 - ii) "Fraudulent Practice" means any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A. Definitions:

A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

"Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

- A2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"

A.6 <u>"Appellate Authority" / "Competent Authority" shall mean the authority, who is</u> <u>competent to take final decision for Suspension of business dealing with an Agency/</u> <u>ies and Banning of business dealings with Agency/ies</u>

- A.7 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
 - (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - (c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A.8<u>"Investigating Agency" shall mean any department or unit of BGL investigating into</u> <u>the conduct of Agency/ party.</u>

B Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice:

B.1Irregularities noticed during the evaluation of the bids :



If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with BGLL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract:

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, during execution of contract, the agency shall be banned for future business with BGL for a period specified in para B 2.2 below from the date of issue of banning order.

The concerned order (s)/contract(s) where corrupt/fraudulent/collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/ Guarantee Period:

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period, the agency shall be banned for future business with GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period:

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning:

Banning period shall be reckoned from the date of banning order and shall be 3 years. In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C- Effect of banning on other ongoing contracts/ tenders)

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to



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continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

- C.3. If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re- invited.
- 39.2. The Employer will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question:
- 39.3. The Employer will declare a firm ineligible for a period pursuant to clause 32 (C) of GCC.
- 39.4. The bidder(s) are required to execute the "Integrity Pact" attached in the bid document . In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

34.0 ORDER OF PRESIDENCE

34.1 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.

35.0 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 : 040-66566983/ Fax :040-66565081

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.



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SECTION - 4

FORMS & FORMATS



<u>Form-F1</u>

FORMAL DECLARATION OF OFFER

Tender for:

I				Cer	tify that	I am	a person di	uly authorize	d to
sign tend	ers for	and on	behalf of:	Company Nar	ne		-	-	and
having	read	the	tender	documents,	offer	to	provide	services	for
		••••••	•••••					as specified	d in
the Requ	est for C	Juotatio	n						

- 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	•



FORM F-2

BIDDER'S GENERAL INFORMATION

Parisra APIDO	anagar Gas Limited maBhavan C Building, BasheerBagh abad – 500 004	
1-1	Bidder Name	·
1-2	Number of Years in Operation	· · · · · · · · · · · · · · · · · · ·
1-3	Address of Registered Office City Di State P	
1-4	Operation Address if different from above: City Di State P	strict
1-5 Tel	lephone Number	· · · · · · · · · · · · · · · · · · ·
	*	Country Code) (Area Code) (Telephone Number)
1-6 E-1	mail address:	·
1-7 We		:
1-8 Fax	x Number:	
1-9 ISC) O Certification, if any	Country Code) (Area Code) (Telephone Number) {If yes, please furnish details}
1-10 B	id Currency	:
1-11 E	xcise Registration number :	:
1-12 E	xcise Range :	:
1-13 E	xcise Division : :	
1-14 E	xcise Collectorate :	:
1-15 L	ocal ST No. :	:
1-16 C	ST No. :	:
1-17Se	ervice Tax Registration No.	·
1-18 P.	AN No. :	·
1-19 W	hether SSI Registrant Or not ::.	

(SIGNATURE OF BIDDER WITH SEAL)



Form-F3

BID FORM

Date:

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

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 2016.

Signature of Authorized Signatory

Name:

Date:
Designation
Place:

Seal:

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Bid Document No. BGL/401/2017-18

Form-F4

BID SECURITY FORM

Ref : Bank Guarantee no: Date

То

Bhagyanagar Gas Limited (BGL) Parishram Bhavan, APIDC Building, Basheer Bagh, Hyderabad – 500 004

Dear Sir,

THE CONDITIONS of this obligation are:

- 1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2. If the Bidder, having been notified of the acceptance of his bid by the OWNER during the period of bid validity;
 - a. fails or refuses to execute the Contract, if required or
 - b. fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidder or
 - c. fails to accept as arithmetical corrections of his bid as per the provision of Instructions to Bidders of bid document.

We undertake to pay to the OWNER up to the above amount upon receipt of its first written demand, without the OWNER having to substantiate its demand, provided that in its demand the OWNER will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two above-stated conditions specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including a period of two (2) months after the bid validity, and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the Witness)	(Signature of the BANK)
Name of Witness	
Address of Witness	Date:



INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

- 1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
- 2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.
- 3. The bank guarantee by bidders will be given from bank as specified in ITB
- 4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB under intimation to Consultant.
- 5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no. from where the earnest money bond has been issued.
- 6. If a bank guarantee is issued by a commercial bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or equivalent along with a documentary evidence under intimation to Consultant.



Bid Document No. BGL/401/2017-18

Form-F5

PROFORMA of Letter of Authority for Attending the Un-price Bid Opening and Price Bid Opening

No.

Date:

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

Attn:

Dear Sirs,

1. Name & Designation.....Signature....

2. Name & Designation.....Signature....

We confirm that we shall be bound by all and whatsoever our representative (s) shall commit.

Yours faithfully,

Signature..... Name & Designation..... For & 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.



Form-F6

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

No.

Date:

Bhagyanagar Gas Limited (BGL) ParishramBhavan, APIDC Building, BasheerBagh, 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) to bind the bidder.



Bid Document No. BGL/401/2017-18

Form-F7

DECLERATION

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-F8

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



Bid Document No. BGL/401/2017-18

SECTION - 5

SCOPE OF WORK & SPECIAL TERMS &

CONDITIONS

Seal & Sign Of Bidder

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1.0 Introduction

Bhagyanagar Gas Limited (BGL) is a joint venture of M/s. Hindustan Petroleum Corporation Limited (HPCL) and GAIL (India) Limited operating CNG & City Gas distribution in the state of Andhra Pradesh & Telangana. This tender deals with Rate Contract for Testing and calibration of Pressure Gauges, Temperature Gauges, Safety Valves, Pressure Transmitters, Temperature Transmitters installed in various equipments of BGL in Vijayawada.

2.0 <u>Scope of Work</u>

Testing and Calibration of Pressure Gauges, Temperature Gauges, Pressure Transmitters, Temperature Transmitters and Safety Valves at various locations of BGL outlets in Vijayawada.

After Calibration bidder has to provide Calibration Certificate for all Calibrated instruments. Bidder has to work as per the instructions of BGL's Site Engineer as when required. Travelling, Transportation, Boarding & Lodging etc will be in the bidder's scope.

Bidder will have to provide the certificate of Master Meter which should have been be calibrated from any reputed agency like NABL accredited laboratory/ETDC/FCRI and certificates should be valid during execution of worknot be of before six months. Bidder will have to provide sticker with testing date and due date on calibrated instruments.

3.0 <u>Completion Period</u>

The work should be completed within 15 days from the date of intimation from BGL Engineer.

4.0 Evaluation of Bids

- 4.1 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.
- 4.2 Once quoted, bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price change shall render the bid liable for rejection. All responses to request for clarifications shall be in writing.
- 4.3 Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.
- 4.4 Bids not conforming to Scope of Work as mentioned in Tender Document will be rejected.
- 4.5 Conditional Bids will be liable for rejection.
- 4.6 Arithmetical errors will be rectified on the following basis:-

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



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total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.

- 4.7 The evaluated price of bidders shall include the Total contract price as per the Schedule of Rates (SOR).
- 4.8 Comparison of Bids will be on the basis of overall lowest cost to BGL as detailed in the Scope of Work.
- 4.9 A bidder shall have to quote for all the items of work in the SOR. Evaluation shall be done on the complete SOR basis and the complete job shall be awarded to one bidder at least cost to the owner.
- 4.10 If the price quotes of two bidder's happens to be same, the lowest will be decided based on the Working Capital, such as higher Working Capital Lower Ranking.

In case it is observed that any bidder has not quoted for any item in the Schedule of Rates, the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.

5.0 Payment Terms

100% payment will be done within 30 days after receiving the bill in finance department and after providing all related certificates.

6.0 Contract Performance Guarantee(CPBG) / Performance Security

The CONTRACTOR shall initially furnish to the EMPLOYER, within 30 days from the date of notification of award, a security in the sum of 2.5% of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER and remaining 5% shall be recovered from the Running Account (RA) bills, which will be refunded after the expiry of DEFECTS LIABILITY PERIOD(DLP).

7.0 Defect Liability Period (DLP)

CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit 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, other than the Nationalised Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

Defect Liability Period be one month from the date of completion of work and acceptance of EIC.

8.0 Price Reduction Schedule:

In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Force Majeaure Clause



here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand. The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

9.0 Warranty / Guaranty Not Applicable.

10.0 Contract validity Period:

2 year from the date of WO.

Detailed Scope of Work:

A. <u>Work Instruction For Calibration of Pressure Gauges:</u>

- 1. Purpose: To provide instructions for calibration of Pressure Gauges.
- 2. Resources Required: Pressure Calibrator or Dead Weight Tester.

3. Instructions:

- a) Isolate and remove the PG from process line.
- b) Connect the gauge with dead weight tester / calibrator.
- c) Slowly increase the pressure, note the pressure shown in gauge under calibration and corresponding reading of standard pressure gauge / calibrator. Note down the reading for 25%, 50%, 75% and 100% of full scale.
- d) Adjust if any error.
- e) Reinstall and put it in line, open the isolation valve, with closing isolation plug/ drain.

4. Records:

Test reports have to be prepared and submitted as per the format enclosed at Annexure – I.

B. <u>Work Instruction for Calibration of Pressure Transmitters/ Differential Pressure</u> <u>Transmitters</u>:

- **1. Purpose:** To lay down the instructions for Calibration of Pressure Transmitters/ Differential Pressure Transmitters.
- 2. **Resources Required:** Digital Multi-Meter and Pressure Calibrator or Dead Weight Tester in house or out sourced.

3. Instructions:

- a) Remove the transmitter from line and connect pressure source in HP side.
- b) Connect the 24 V DC power supply to the transmitter and a multi-meter in series.
- c) Record the reading corresponding to 0%, 25%, 50%, 75% and 100% of the full scale range of the transmitter before calibration.
- d) Check the output of the Pressure Transmitter with no pressure (or equal to the low calibration range). The output should be 4 mA. If required the zero potentiometer / through Hart communicator for smart PT / DPT to get an output of 4mA / calculated current.



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- e) Apply full scale range pressure to the transmitter and note the output. It should be 20 mA. If required, the span potentiometer / through HART communicator for smart PT / DPT to get an output of 20 mA calculated current. Repeat the steps 5 & 6 till the outputs are within the tolerance limits.
- f) Record the reading corresponding to 0%, 25%, 50%, 75% and 100% of the full scale range of the transmitter after calibration.
- g) Remove the transmitter from the calibration setup and install it in its location.
- h) Open the impulse line valve. Check for any leakage in impulse line. If any leak observed isolate transmitter and attend the leak (for DPT keep equalizer open and then open impulse line).

4. Records:

Test reports have to be prepared and submitted as per the format enclosed at Annexure – I.

C. Work Instruction for Calibration of Pressure Safety Valves:

- 1. Purpose: To provide instructions for calibration of Pressure Safety Valves.
- 2. Resources Required: Safety Valve test bench either in house or out sourced.

3. Instructions:

- a) Remove the Pressure Safety Valve from the location.
- b) Install the same on test-Zig.
- c) Apply the required pressure through hydraulic pump / regulator.
- d) Note the readings of pop up pressure.
- e) Also record the readings for reset pressure.
- f) Adjust the settings, if the pop up of Pressure safety valve is below or above the set point.
- g) Remove from the pressure safety valve from test-zig& install at its original location and connect it with the process.
- h) There should not be any leakage from the vent port of pressure safety valve.

4. Records:

Test reports have to be prepared and submitted as per the format enclosed at Annexure -I.

D. <u>Vibration of Switches</u>:

1. **PURPOSE :** To provide work instruction for Calibration of Pressure Switches.

2.RESOURCES REQUIRED : Pressure Calibrator or Dead Weight Tester, Multimeter.

3.INSTRUCTIONS :

- a) Remove the instrument from impulse line.
- b) Mount the instrument on dead weight tester/other calibrator and connect it with pressure source.
- c) Connect multi-meter at switch terminal for checking contact change over.
- d) Slowly pressurize/ depressurize the instrument sensor up to set pressure.
- e) Note the pressure at which contact change over is made & repeat the process.
- f) Any deviation from set pressure may be adjusted by nut/screw provided in switch.
- g) Remove the pressure switches from calibration set up and installed it in its location and connect the impulse line.



4. **RECORDS** : Test reports have to be prepared and submitted as per the format enclosed at **Annexure – I.**

E. <u>Work Instruction For Calibration of RTD / TG</u>:

- **1. PURPOSE :** To provide instructions for Calibration of RTD and Temperature Gauge.
- 2. **RESOURCES REQUIRED** : Dry Temperature Bath in house or out sourced.

3. INSTRUCTIONS :

Open terminal box of respective RTD.

Connect decade resistance box terminals to the signal cable going to control room. Simulate signal for 0°C (100 ohm), 50°C (119 ohm), 100°C (138 ohm) for Pt-100. Note resistance fed and temperature shown in control room.

Connect signal cable at respective terminals and put the RTD terminal cover tightly. Remove temp gauge from thermo well & put the sensor inside Temperature bath with thermometer. Open front cover adjust zero, by setting the temp at zero, if required. Slowly increase the temperature by step and note the temperature shown in gauge under calibration and corresponding reading of thermometer. Note down the reading for 0%, 25%, 50%, 75% and 100% of full scale & calculate error from recorded reading and adjusted if any.

Remove the temperature gauge from calibration setup and install it at its location.

4. **RECORDS:** Test reports have to be prepared and submitted as per the format enclosed at **Annexure–I.**

F. <u>Work Instruction For Calibration of TT</u>:

- 1. **PURPOSE:** To lay down the instructions for calibration of TT.
- 2. **RESOURCES REQUIRED:** Dry temperature bath, digital multi-meter, resistance source in house or out sourced.

3. INSTRUCTIONS:

- a) Remove the instrument from line and connect the 24 V DC power supply source to the transmitter and a multi-meter in series.
- b) Check the output of the Transmitter with no signal (or equal to the low calibration range). The output should be 4 mA. If required, set the zero potentiometer / through HART communicator for smart Transmitter to get an output of 4 mA/ calculated current.
- c) Apply full-scale range to the transmitter and note the output. It should be 20 mA. If required, set the span potentiometer/through HART communicator for smart transmitter to get an output of 20 mA/calculated current. Repeat the steps till the outputs are within the tolerance limits.
- d) Record the reading corresponding to 25%, 50%, 75% and 100% of the full-scale range of the transmitter.
- e) Remove the transmitter from the calibration setup and install it in its location.
- 4. **RECORDS:** Test reports have to be prepared and submitted as per the format enclosed at **Annexure –I.**



Annexure - I

Bhagyanagar Gas Limited Format No.:BGL/ INS/FRM-01 Rev. No. 00

Calibration of PSV

Maintenance Base:	Date:
Instrument Details:	
Tag Number:	SI No.:
Service/Location:	Model No.:

Service/Location:	Model No.:
Date of Last Calibration:	Calibration Rangibility:
Set Point:	
Type of valve(PSV):	

Calibration Data:

Repetition	Activity	Desired	Before	After
1	Set			
	Reset			
2	Set			
	Reset			
3	Set			
	Reset			
4	Set			
	Reset			
Remarks:				

Masters used for calibration

SI No	Name of the Masters	Tag Number	Calibration validity Date

Performed By:

Signature:		
Name:		
Designation:		



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Bhagyanagar Gas Limited

Format No.: BGL/INS/FRM-02 Rev. No. : 00

Calibration/Testing of PT / DPT / TT / LT / PG / TG / DPG

Maintenance Base:	Date:

Instrument Details:

Tag Number:	SI No.:
Service/Location:	Model No.:
Date of Last Calibration:	Calibration Rangibility:
Calibration Range:	
Type of Instrument(PT/DPT/TT/LT/PG/TG/DPG):	

Calibration a		r	Calibrator reading			Measure reading	
Percentage	Value	Action	Before adj.	After adj.	Before adj.	After adj.	
0		Upward					
0		Downward					
25		Upward					
23		Downward					
50							
30							
75							
100							
Remarks:							

Masters used for calibration

Sl No	Name of the Masters	Tag Number	Calibration validity date



Bhagyanagar Gas Limited

Format No.:BGL/INS/FRM-03 Rev. No. 00

Calibration of Switches (Pressure)

Maintenance Base:	Date:
Instrument Details:	
Tag Number:	SI No.:
Service/Location:	Model No.:
Date of Last Calibration:	Calibration Rangibility:
Set Point:	
Type of Switch(LOW/HIGH):	

Calibration Data:

Activity	Desired	Before	After
Set			
Reset			
Set			
Reset			
Set			
Reset			
Set			
Reset			
	·		
	Set Reset Set Reset Set Reset Set	Set Reset Set Reset Set Reset Set Set Set	Set Reset Set Reset Set Reset Set Set Set Set

Masters used for calibration

Sl No	Name of the Masters	Tag Number	Calibration validity Date		

Performed By:

Signature:	
Name:	
Designation:	



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SECTION -5

SCHEDULE OF RATES (SOR)

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Schedule of Rates (SOR)

S.No			Vijayawada		
	Description		Qty	Unit Rate in Rs.	Total Amount in Rs.
	Testing and Calibration of Pressure Gauges, Temperature Gauges, Pressure Transmitters, Temperature Transmitters and Safety Valves at various locations of BGL outlets in Vijayawada.				
1	Testing and Calibration of Pressure Gauges	No's	400		
2	Testing and Calibration of Pressure Transmitters	No's	100		
3	Testing and Calibration of Temperature Transmitters	No's	100		
4	Testing and Calibration of Safety Valves	No's	300		
5	Testing and Calibration of Temperature Gauges	No's	60		
6	Testing and Calibration of Pressure Switches	No's	60		
	•			Sub Total	
			GS	ST @%	
Grand	Total amount inclusive of all taxes & duties, inclusive	e of GS	T.Rs. (in Words)	

Name of the Bidder

Signature & Seal of the Bidder :

: