



Bhagyanagar Gas Ltd.
BHAGYANAGAR GAS
LIMITED

**Tender for Procurement of Sealed Maintenance free Batteries
for UPS installed at Mother Station Shamirpet, COCO-
Saroornagar and 03 nos. of TSRTC depot's in Hyderabad.**

Bid Document No. BGL/422/2018-19

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Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

**TENDER FOR PROCUREMENT OF SEALED MAINTENANCE FREE
BATTERIES FOR UPS INSTALLED AT MOTHER STATION
SHAMIRPET, COCO-SAROORNAGAR AND 03 NOS. OF TSRTC
DEPOT'S IN HYDERABAD**

UNDER LIMITED DOMESTIC BIDDING

Bid Document No.: BGL/422/2018-19

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BID DOCUMENT NO.: BGL/422/2018-19

Date: 23.08.2018

To,

- Project** : **Bhagyanagar Gas Limited's Project for CNG & City Gas Distribution for Hyderabad.**
- ITEM** : **Tender for Procurement of Sealed Maintenance free Batteries for UPS installed at Mother Station Shamirpet, COCO-Saroornagar and 03 nos. of TSRTC depot's in Hyderabad**
- Due Date & Time of submission of bid** : **05.09.2018 at 1500 Hrs**
- Date and time for opening of Un-Priced bids** : **05.09.2018 at 1600 Hrs**
- Address** : **Bhagyanagar Gas Limited**
2nd Floor, APIDC Building
Parishram Bhavan
Basheer Bagh,
Hyderabad-500 004
Ph No.: 040-23236983
Fax No.: 040-232465081
E-mail: bonnyk.joseph@bglgas.com
- Contact Person** : **Bonny K Joseph**
Manager (C&P)
Bhagyanagar Gas Limited, Hyderabad.

Ph No.: 040- 23236983
Fax. No.: 040- 23245081
e-mail: bonnyk.joseph@bglgas.com
- Validity of Offer** : **Minimum 3 months from the due date of submission of offer.**

Gentlemen,

1.0 Bhagyanagar Gas Limited (BGL) is a joint venture of M/s Hindustan Petroleum Corporation Limited (HPCL) and GAIL (India) Limited and operating CNG & City Gas Distribution in the states of Telangana & Andhra Pradesh.

2.0 Sealed tender under **Single-Bid System** are invited for **Procurement of Sealed Maintenance free Batteries for UPS installed at Mother Station Shamirpet, COCO-Saroornagar and 03 nos. TSRTC depot's in Hyderabad.** Sealed tender 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.

4.0 EVALUATION BASIS

Bidder shall quote the rates as per 'Schedule of Rates' of this tender. Please note that Owner intends to evaluate on estimated quantity basis and finalize the tender on the basis of **overall minimum cost to BGL to the single L-1 party.**

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.

5.0 Bidder shall ensure that Bid Security having a validity of 1 months from the bid due date, must accompany the offer. Offer, if not accompanied with Bid Security, shall liable to be rejected.

6.0 Bids complete in all respects should reach on or before the **BID DUE DATE AND TIME.** Fax/Telex/Telegraphic/ E-Mail bids shall be rejected.

7.0 Bhagyanagar Gas Limited (BGL) reserves the right to reject any or all the bid received, at its discretion without assigning any reason, whatsoever.

8.0 This Request for Quotation (RFQ) is an integral and inseparable part of the enclosed Bid Document

9.0 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 – 7. However date of opening of price part will be intimated to the bidder later on with a notice period of 3 days.

10.0 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.

11.0 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.

12.0 Bidder, if so desired, may seek clarification on the tender document. Any request to this effect should positively reach before 2 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
Parishram Bhavan, Basheer Bagh, Hyderabad
Ph No.: 040- 23236983
Fax. No.: 040-23245081
e-mail: 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
M/s Bhagyanagar Gas Limited

(Bonny K Joseph)
Manager (C & P)

Enclosure: Bid Document

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



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SECTION – 1

BID EVALUATION CRITERIA



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BID EVALUATION CRITERIA

Bidder's Eligibility Criteria:

BEC – Technical:

1. The bidder should be Original Equipment Manufacturers (OEM) or Traders (Authorised Dealers/Suppliers/Distributors/Agents) of M/s. AMARON, Proof of Authorization shall be submitted.
2. Bidder should have supplied SMF Battery of a total of **Rs. 0.5 Lacs** in Single PO/WO in Govt. Offices / PSU or other similar organization during last 5 financial years. For this bidder shall submit copy/copies of purchase orders/contracts each of which is not less than total amount of **Rs.0.5 Lacs**.

Note: Bidders shall confirm that they meet the following requirements and submit documentary evidence along with their offers. In case evidence in respect of the following is not provided, BGL reserves the right to reject such bids.



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SECTION- 2

INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS (ITB)

ARTICLE - 1: 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.

ARTICLE - 2: BID DOCUMENT

- 2.1 Bid document is on one 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 separately. 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

- i) Request for Quotation
- ii) Instructions to Bidders (ITB)
- iii) Formal Declaration of Offer
- iv) General terms
- v) Special Conditions of Contracts
- vi) Scope of Work
- vii) Schedule of Rates / Price Schedule

ARTICLE - 3: CLARIFICATION ON BID DOCUMENT

As stated in 'Request for Quotation'

ARTICLE - 4: AMENDMENT OF BID DOCUMENT

- 4.1 The OWNER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.
- 4.2 The amendment will be notified in writing or by fax, e-mail to all prospective bidders who have received the bidding documents and fill form of Bid Document and will be binding on them.
- 4.3 In order to afford prospective bidders, to take the amendment into account in preparing their bids, the OWNER may, at its discretion, extend the bid due date.

ARTICLE - 5: 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.

ARTICLE- 6: 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.

6.2 The offer/bid prepared by the bidder shall necessary comprise the following:

- a. Copies of documents defining the constitution or legal status place of registration and principal place of business of the Company or firm or partnership.
- b. Details of the experience on works of similar nature executed during the last 7 (seven) calendar years. Copy of work order & completion certificate should be enclosed with the bid.
- c. ***Duly signed & stamped original Bid document.***
- d. Confirmation that bidder is not banned by any Government organization / Government Undertaking from quoting.
- e. Any other information / details required as per bid document
- f. Any other information/ detail bidder may like to enclosed

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

ARTICLE - 7: Deleted

ARTICLE – 8: RFQ (Bid) PRICES

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

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

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

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

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

8.6 Prices shall be written both in words and figures.

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

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

- i) Ex-works basis
- ii) Price packing & forwarding.
- iii) Goods & Service 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 at site,
- c) All taxes, duties & levies etc. including works contract tax & service tax as applicable
- d) All other financial implication to complete the 'Scope of Work' complete in all respect.

8.7.3 Firm Prices except for statutory variation in taxes and duties

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

ARTICLE - 9: Deleted

ARTICLE - 10: PERIOD OF VALIDITY OF BIDS

10.1 Bids shall be kept valid for 30 Days from the final bid due date. A bid valid for a shorter period may be rejected by the OWNER as non-responsive.

The bidder shall not be entitled during the aforesaid period of bid validity, without the consent in writing of the OWNER to revoke or cancel its Bid or to vary the Bid given or any term thereof. In case of Bidder revoking or canceling its Bid or varying any terms in regard thereof without the consent of the Owner in writing, the Owner shall forfeit the Bid security furnished by Bidder.

10.2 Notwithstanding para just above, the OWNER may solicit the bidders' consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing by fax, or e-mail. The bid security provided shall also be accordingly extended. A bidder granting the request will neither be required nor permitted to modify its bid, while confirming extension of bid validity. A bidder may refuse the request without forfeiture of its bid security.

ARTICLE - 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.

ARTICLE - 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.

These Bid 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 NOT OPEN". The envelope shall also indicate the name and address of the bidder.

- 12.5 The envelopes containing Bid 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 :-

Bonny K Joseph, Manager(C&P)
Bhagyanagar Gas Limited,
2nd Floor, Parishram Building
APIDC Building, Basheer bagh,
Hyderabad - 500004
Ph: 040-23236983 Fax: 040-23245081

- 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.*

ARTICLE - 13: 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.

ARTICLE - 14: 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/Telefax/E-mail offers whether sent directly or submitted by local agent in India will not be considered.

ARTICLE -15: MODIFICATION AND WITHDRAWAL OF BIDS

- 15.1 The bidder may modify or withdraw his bid after the bid's submission, provided that the modification/withdrawal notice is received by the OWNER prior to the bid due date & time.
- The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched to the Owner so as to reach before bid due date & time. A withdrawal notice may also be sent by e-mail or Telefax but must be followed by a signed confirmation copy dated not later than the deadline for submission of Bids.
- 15.2 No bid shall be modified subsequent to the deadline for submission of bids.

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

ARTICLE - 16: Deleted

ARTICLE - 17: 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.

A bidder shall have to quote for all the items for supply in 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.

- 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 (RFQ) shall be considered non-responsive and rejected, if deviations are taken to the under mentioned provisions of Bid Documents by the Bidder:-
- i) Period of validity of bids
 - ii) Force Majeure
 - iii) Resolution of Dispute/Arbitration
 - iv) Termination of Contract
 - v) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
 - vi) Warranty and Guarantee of goods
 - vii) Offer not submitted for complete scope of work
 - viii) Firm prices
 - ix) Prices not quoted as per Schedule of Rates.
 - x) Bidder have been banned by Government of India or any its Agency/ Undertaking/ Department of Government of India/BGL/IGL/MGL.
 - xi) Bidder is under liquidation

- xii) Bidder is under litigation which owner considers as not suitable.
- xiii) Bids not conforming to technical specification/requirements.

ARTICLE - 18: PRICE COMPARISON OF BIDS

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

18.2 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.

18.3 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 ITC and any addition duty, if any, 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 and any other duties liabilities, GST, 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.

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

- i) Unit value on FOT site basis including liability towards , GST, 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 unit site price quoted shall be compared net-off ITC, to be made available to the Purchaser/ owner by the successful bidder for which value are to be provided in the SOR.

18.5 In case evaluated prices of two bidders happens to be the same, the bidder whose Working Capital is more shall be ranked the lowest of the two and so on.

ARTICLE - 19: CONTACTING THE OWNER

19.1 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.

19.2 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.

ARTICLE - 20: 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.

ARTICLE - 21: OWNER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD

The reserves the right at the time of award of Contract to increase or decrease the quantities 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.

ARTICLE -22: OWNER'S RIGHT TO ACCEPT ANY RFQ AND TO REJECT ANY OR ALL BIDS

- 22.1 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.
- 22.2 In awarding the contract goods, the Owner reserve the right to make the award, based on the evaluation criteria, to more than one bidder.

ARTICLE- 23: NOTIFICATION OF AWARD

- 23.1 Prior to the expiration of period of bid validity the OWNER will notify the successful bidder in writing or by fax (FOI/PO), to be confirmed in writing, that his bid has been accepted. Such 'Notification of Award' will constitute the formation of the Contract.
- 23.2 Completion Period shall be counted from the date of 'Notification of Award'.

ARTICLE- 24: PERFORMANCE SECURITY (CONTRACT PERFORMANCE BANK GUARANTEE) – NOT APPLICABLE

ARTICLE-25: 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.

ARTICLE-26: NO LIABILITY OF GOVERNMENT OF INDIA

It is expressly understood and agreed by the bidder that Bhagyanagar Gas Limited, that will enter into a contract by way of this tender solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that BGL is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The bidder expressly agrees, acknowledges and understands that BGL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly bidder agrees to waive, release and foregoe any and all actions or claims, including cross claims, impeder claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

ARTICLE-27: 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:-

Engineer-In-Charge (Projects)
Bhagyanagar Gas Limited
2nd Floor, Parishram Bhavan
APIDC Building, Basheer Bagh,
Hyderabad – 500 004

Article – 28 – STATUTORY VARIATION IN TAXES & DUTIES, CUSTOM DUTY

- 28.1 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.
- 28.2 BGL shall deduct Income tax at source at applicable rates.
- 28.3 Any statutory variation other than GST occurring during scheduled period of delivery shall be to the Purchaser's account.
- 28.9 Statutory variation on custom duty on Built in imported raw material components for Domestic Bidder and for Foreign component for supply for Foreign Bidder shall be payable by Owner.
- 28.10 Taxes and Duties
Any increase in the rate of GST due to any reasons, including vendor's turnover, other than due to statutory reasons shall be absorbed by vendor without any additional financial liability on owner, whereas, any such decrease shall be passed on to owner.
- 28.11 Foreign Exchange variation on Built in imported Raw materials components for Domestic Bidder
Any foreign exchange rate variation on the actual CIF value of vendor's raw materials imports content, but subject to maximum of such variation payable on the CIF value specified by the bidders in the bid document, as applicable on the date of bill of lading of import, shall be to owner's account. However, any increase in price on account of such exchange rate variation beyond the contractual delivery period shall be to vendor's account and any decrease shall be to owner's account. Any consequential increase in customs duty on account of foreign exchange rate variation shall be to vendor's account and any consequential decrease in customs duty on account of such variation shall be to owner's account.

Article – 29 – REPEAT ORDER – Not Applicable

Article – 30 – 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 Bhavan
APIDC Building, Basheer Bagh,
Hyderabad – 500 004

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 - 3

FORMS & FORMATS



BHAGYANAGAR GAS
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Saroornagar and 03 nos. of TSRTC depot's in Hyderabad.**

Bid Document No. BGL/422/2018-19

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FORM F-1

Bid Form

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

Date:

Dear Sir,

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

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within the completion schedule specified therein. If our offer is accepted we will obtain the guarantee of a Bank in a sum not less than 10% of the Contract price for the due Performance of the Contract.

We agree to abide by this bid for a period of 3(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 20...

Signature of Authorized Signatory

Name:

Date:

Designation

Place:

Seal:

Signature & Seal of Bidder

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BHAGYANAGAR GAS
LIMITED

**Tender for Procurement of Sealed Maintenance free Batteries
for UPS installed at Mother Station Shamirpet, COCO-
Saroor Nagar and 03 nos. of TSRTC depot's in Hyderabad.**

Bid Document No. BGL/422/2018-19

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FORM F-II

BIDDER'S GENERAL INFORMATION

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

- 1-1 Bidder Name :
- 1-2 Number of Years in Operation :
- 1-3 Address of Registered Office :
- City..... District.....
State..... PIN/ZIP.....
- 1-4 Operation Address :
- if different from above:
- City..... District.....
State..... PIN/ZIP.....
- 1-5 Telephone Number :
- (Country Code) (Area Code) (Telephone Number)
- 1-6 E-mail address: :
- 1-7 Website: :
- 1-8 Fax Number: :
- (Country Code) (Area Code) (Telephone Number)
- 1-9 ISO Certification, if any {If yes, please furnish details}
- 1-10 Bid Currency :
- 1-11 Excise Registration number :
- 1-12 GST No (prov. ID). :
- 1-13 Service Tax Registration No. :
- 1-14 PAN No. :
- 1-15 SSI/MSME Regn No :
- 1-16 EPF Regn No. :
- 1-17 ESIC Regn No :
- 1-15 Labour License ref. :

(SIGNATURE OF BIDDER WITH SEAL)

Signature & Seal of Bidder

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Bhagyanagar Gas Ltd.
BHAGYANAGAR GAS
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SECTION - 4

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICATION:

The General Conditions shall apply in contracts made by the Purchaser for the procurement of Goods and associated services.

2.0 STANDARDS:

The Goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Scope of work & Special Conditions.

3.0 PATENTRIGHTS:

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

4.0 INSPECTION:

4.1 The purchaser or his representative shall have the right to inspect the goods for their conformity to the specifications, before supply of goods to the Consignee.

4.2 Should any inspected goods fail to conform to the specifications, the purchaser may reject them and the Contractor shall either replace the rejected goods or make all alterations necessary to meet specification requirements, free of cost to the purchaser.

4.3 Nothing in Clause 5 as above shall in any way release the Contractor from warranty or other obligations under this contract.

5.0 PACKING, FORWARDING AND DISPATCH OF GOODS:

5.1 The contractor shall ensure that the goods are securely and adequately packed to ensure safe arrival at the destination withstanding all hazards including any rough handling, during transit.

5.2 The contractor shall be fully responsible for the safe arrival of the goods at destination and till the time they are received by the consignee, in good working condition.

5.3 Intimation of dispatch of goods should be sent to the consignee well within time. Such intimation should also be sent to the consignee, paying authority, and to the purchaser.

5.4 The goods shall be supplied in original packing from the manufacturer clearly indicating item details & specifications.

6.0 DELIVERY:

6.1 Delivery of the goods shall be made by the Contractor in accordance with the Schedule of Requirements (SOR) and the Special Conditions of the contract, and the goods shall remain at the risk of the Contractor until delivery has been

completed.

- 6.2 The delivery of the goods should be strictly as per the delivery schedule.
- 6.3 Batteries will be delivered at BGL, Hyderabad (list is mentioned in Scope of work) upto the floor where this will be installed and no separate transport/carriage/labour charges shall be paid for the delivery of goods.
- 6.4 The delivery of the goods, for the entire item in schedule of requirements shall be completed within 01 month from the date of placement of purchase order.
- 6.5 The Purchaser reserves the right to cancel/change the Purchase Order, before delivery of items, at any time, as per requirement.

7.0 WARRANTY:

- 7.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the technical specifications as per Section V. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship.
- 7.2 If it becomes necessary for the Supplier to replace any defective/substandard good under this clause, the same shall be replaced at the supplier's risk and expenses. In case, the same is not replaced by the supplier within two weeks, the Purchaser may proceed to get replaced from other sources, at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.
- 7.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight charges etc within two weeks.
- 7.4 Warranty period of the batteries should be 2 Years from the date of installation.
- 7.5 In case the faulty battery is not replaced within 2 weeks, the cost of the battery cell shall be recovered from the PBG.

8.0 PAYMENTTERMS:

- 8.1 100% Cost of the goods supplied in a purchase order will be paid on receipt of the material in good condition by the consignee, at site. For claiming this payment following documents must be produced.
 - a. Delivery Challan
 - b. Certificates of receipt of goods in physically good condition from the consignee.
 - c. Any other document, if required.
- 8.2 Bills for the supply of total quantity of a purchase order of complete supply will

be settled once, on submission of the documents as mentioned above.

8.3 No payment will be made for goods rejected due to defect or substandard supply.

9.0 PRICES:

9.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.

9.2 In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices if there is reduction in any duties or taxes.

9.3 Prices once fixed will remain valid during the scheduled delivery period. Increase/decrease of other levies/taxes, except VAT will not affect the price during this period.

9.4 Increase in GST rates decided time to time by Government shall be paid to the supplier on production of document whereas decrease in GST rates decided, time to time by Government shall be adjusted in favour of purchaser.

9.5 Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

10.0 SUBCONTRACTS:

No subcontracts are permitted.

11.0 DELAYS IN THE SUPPLIER'S PERFORMANCE:

11.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short close/cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting suppliers.

11.2 Delay by the Supplier in the performance of its delivery shall render the Supplier liable to any or all of the following sanctions, viz., imposition of liquidated damages, and forfeiture of its performance security and/or termination of the contract for default.

11.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its

likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract subject to extension of period of performance security deposit.

12.0 LIQUIDATED DAMAGES:

- 12.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under Clause 13.2 below.
- 12.2 Time is the essence of the CONTRACT. 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 Clause 26 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.
- 12.3 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.
- 12.4 The payment of LD shall not in any way relieve the contractor from any of it's obligation/ liabilities to make supplies of services/ goods under the contract.

13.0 FORCE MAJEURE:

- 13.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage , fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision

of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

- 13.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

14.0 TERMINATION FOR DEFAULT:

- 14.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part

- a. if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser;
- b. if the supplier fails/delays to perform any other obligation(s) under the Contract; and
- c. if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

- 14.2 In the event the purchaser terminates the contract in whole or in part pursuant to Clause 15.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

15.0 TERMINATION FOR INSOLVENCY:

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser. Upon every such reference, the assessment of the cost incidental to the reference and award respectively shall be the discretion of the arbitrator. only.



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16.0 PAYMENT METHOD:

Payment shall be made to the contractor electronically or through cheque for which a supplier shall provide the necessary details of his bank account.

Applicable taxes shall be deducted at source at the time of payment to the contractor, in accordance with the provisions of the relevant applicable Acts



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SECTION – 5

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT

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

For interpretation of any condition of this tender document, the decision of Purchaser shall be final and binding on the Bidder.

2.0 SCOPE OF WORK:

- 2.1** The contractor shall supply install and commission the batteries in the purchaser premises.
- 2.2** The contractor shall also install the 05 sets (each set containing the 08 batterie connected in series) of new batteries in the existing battery stand, connect with all accessories and connect with the existing UPS's in the respective locations.
- 2.3** The contractor shall remove the existing battery sets from the circuit one by one i.e. and remove after the installation of the first set.
- 2.4** The contractor shall charge the batteries from the UPS and shall show the individual cell as per the datasheet of the OEM. The terminal voltage of the battery set at the stage of full load shall be 96 volts (minimum).
- 2.5** In case any cell is showing voltage below the requirement, same shall be replaced. The battery set shall be treated as commissioned only after replacement.
- 2.6** The removed batteries as per the buy-back terms of the tender shall be removed from the BGL premises within one week from the commissioning of the New set.
- 2.7** Vendor to arrange the to & fro transportation to all locations with transit insurance for supply of batteries and buy-back batteries.

3.0 QUANTITY:

- 3.1** Estimated quantity is as mentioned in Specifications & Requirement Schedule. However, it should be clearly noted that purchaser shall place the order only as per the actual requirement from time to time.
- 3.2** Purchaser will have the right to increase or decrease the quantity specified in the bid document without any change in the unit price ordered or other terms and conditions during the currency of contract.

4.0 INSPECTION:

4.1 Designated authority can inspect the premises any time. It will include ensuring type of material being used for execution of job, Paper quality, general up keep, neatness & cleanliness of the premises. In case of deviation, instructions issued by BGL / designated authority shall be binding on the contractor.

5.0 OTHER CONDITIONS:

5.1 The quality of goods should strictly be as per specification mentioned at Technical specifications.

5.2 The contractor will have to make the arrangements for collecting and delivering the material from this office. No additional charges will be paid for this purpose.

5.3 The Purchaser reserves the right to change the Place of Delivery within the jurisdiction of BGL, Hyderabad, before delivery of items, at any time, as per requirement.

5.4 Quality checking will be done by the Consignee/Ordering Authority. No payment shall be made for the goods rejected due to deficient quality.

5.5 On repeated defaults, the contract is liable to be cancelled at the risk and cost of the contractor.

5.6 Payment of all kinds of Government taxes or duties will be the liability of the contractor.

5.7 The contractor shall abide with all local/municipal/state/central laws and regulations.

5.8 Any liability under any Act or Statute shall be of the contractor and under no circumstances shall purchaser assume responsibility.

5.9 The engagement and employment of persons and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor.

5.10 The brand, serial number and date of manufacturing shall be written on the battery.

5.11 Total voltage drop should not be less than 11.1 volt of each battery.

5.12 The bidder shall carry out full drain of batteries or do a load test using suitable instrument in six months interval or at the time of commissioning. A report of well condition shall be submitted. If voltage drop reported is below 11.1 volt during warranty period during the above test, battery shall be replaced by new battery.



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SECTION - 6

SCOPE OF WORK (SOW)

1) SCOPE OF WORK / SUPPLY:

The Scope of Work Includes the supply, installation and commissioning of 12V, 42 AH and 26AH VRLA SMF type batteries with connecting probes and wires of approved make mentioned in the technical specifications.

2) STANDARDS:

In general, the equipment covered by this specification shall, unless otherwise specified, be in line with the requirement of any of the latest applicable standards of

- a) Bureau of Indian Standards
- b) British Standard Institution
- c) American Standard Institution
- d) International Electro Technical Commission
- e) IES 60086.

3) LOCATION:

The Batteries to be installed at the following locations:

- 1) M/s Bhagyanagar Gas Ltd.,
CGS Cum Mother Station,
Survey No.1266, Opposite to Nalasar Law University Road,
Shamirpet (V/M),
Medchal Dist. - 500078.
- 2) M/s Bhagyanagar Gas Ltd.,
COCO, Saroornagar,
Chitra layout,
Near district sport indoor stadium,
Saroornagar.
- 3) M/s.Bhagyanagar Gas Ltd.,
TSRTC depot Medchal,
Medchal.
- 4) M/s Bhagyanagar Gas Ltd.,
TSRTC depot Hakimpet,
Hakimpet.
- 5) M/s Bhagyanagar Gas Ltd.,
TSRTC depot Cantonment.
Cantonment.

4) DURATION OF CONTRACT

The duration of contract shall be **(01) one month from date of issue of purchase order**. All the works including item delivery at CNG Mother Station and installation and commissioning shall be completed within duration of contract.

5) CONTRACT PRICE

Contract Price for the scope of supply enumerated above & as indicated in the Schedule of Rates (SOR) is for Procurement and Installation of batteries of Approved make as specified in the technical specifications at BGL site. Contract Price also includes all charges towards manpower, tools, tackles including transportation & related all out of pocket expenses.

Contract Price shall remain firm and binding till completion of Contract and shall not be subject to any variation what so ever on any account, excepting statutory variation in taxes & duties. The statutory variation in taxes & duties beyond contractual delivery period shall be to bidders account.

6) PAYMENT TERMS

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

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

7) REJECTION:

Any materials/goods covered under the scope of supply, which during the process of Inspection, at any stage of manufacture/fabrication, and subsequent stages/Installations, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Order, shall be liable for immediate rejection.

Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost to BGL and no extra on the delivery schedule to Employer.

8) WARRANTY:

All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, datasheets, other attachments and conditions stated in the Purchase Order. Bidder to provide a guarantee/ warranty of 24 months from the date of delivery of goods.

9) TECHNICAL SPECIFICATION

S. No	Description	Details	
1	Model	12V, 42Ah	12V, 26Ah



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2	No of batteries	16	24
3	Approved Makes	Amaron Quanta	
4	Type	VRLA, SMF	
5	Output (Nominal) Volts	12 Volts	
6	Battery charging requirements(V/cell)		
	a) Volts/cell	a) 12 Volts	
	b) Float	b) 13.5 Volts	
	c) Boost	c) 13.8 Volts	
	Voltage variation from fully charged battery to discharged battery (Volts)	10.75 Volts-12 Volts	
7	Charging time (Hrs)	8-10 Hours	
8	Max. Permissible ripple content (%RMS)	2%	
9	Purpose	For 02 KVA UPS	



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SECTION – 7

SCHEDULE OF RATES (SOR)



SCHEDULE OF RATES (SOR)

S.NO (1)	Item Description (2)	UOM (3)	Quan tity (4)	Unit Rate (Rs) (5)	Total Price (Rs) (6=4*5)
1	Supply of 12V,42AH, VRLA, SMF Batteries as per the technical specifications with connecting probes and wires.	Nos	16		
2	Supply of 12V,26AH, VRLA, SMF Batteries as per the technical Specifications with connecting Probes and wires	Nos	24		
GST & Any Other taxes ----- %					
Total amount inclusive of all applicable taxes & duties in Rs. (A)					
S.NO (1)	Item Description (2)	UOM (3)	Quan tity (4)	Unit Rate (Rs) (5)	Total Price (Rs) (6=4*5)
1	Buy back of 12V,42AH, VRLA, SMF Batteries	Nos	16		
2	Buy back of 12V,26AH, VRLA, SMF Batteries.	Nos	24		
GST & Any Other taxes ----- %					
Total amount for Buy back of Old batteries in Rs. (B)					
Total amount inclusive of all applicable taxes & duties in Rs. (A-B)					

Note:

1. Evaluation shall be done on lowest Cost basis and will be awarded accordingly.
2. The above rates include all the cost of spares Manpower, Material, Tools & Tackles required for the job, Transportation Charges, if any.
3. Supplier shall strictly follow this SOR format for submission of quote.