



Bhagyanagar Gas Ltd.

## **BHAGYANAGAR GAS LIMITED**

### **REQUEST FOR QUOTATION**

**Ref: BGL/346/2016-17 dated 30 Mar. 2017**

To,

M/s

.....

.....

Tel:.....

Fax:.....

e-mail:.....

Dear Sirs,

**SUB: Procurement of O-General Air Conditioners (ASGA18FTTA) for BGL, Vijayawada.**

**Bhagyanagar Gas Limited (BGL), Hyderabad, invites offers for Supply of O-General Air Conditioners, as per the detailed in RFQ attached.**

Last date and time for submission of bids : **12.04.2017 at 1500 Hrs**

Due date and time for opening of Priced bid : **12.04.2017 at 1600 Hrs**

Place of receipt of Tender : **Bhagyanagar Gas Limited**  
2nd Floor, ParishramBhavan,  
APIDC Building,  
BasheerBagh, Hyderabad.  
Tel: 040-66566983, 66566984  
Fax: 040-66565081.

- 1.0 If any of the days specified above happens to be a holiday in BGL, the next working day shall be implied.
- 2.0 BGL will appreciate submission of offer based on the terms and conditions in the enclosed conditions of the contract to avoid wastage of time and money in seeking clarifications on commercial aspects of the offer.
- 3.0 Bids complete in all respects should reach the office of



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for BGL, Vijayawada.**

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Bonny K Joseph ( Dy. Manager – C&P )

Bhagyanagar Gas Limited,  
2nd Floor, ParishramBhavan,  
APIDC Building, BasheerBagh,  
Hyderabad. 500 004

On or before the due date & time. Bids received after the due date and time is liable to be rejected.

- 4.0 Offer should be valid for One (01) month from the date of offer.
- 5.0 Bids received through Fax/E-mail will not be acceptable.
- 6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions. Once quoted, the Bidder shall not make any subsequent price change, even if any deviation or exception may be specifically stated in the bid. Such price changes shall render the offer liable for rejection.
- 7.0 Bidder(s) desirous of attending the tender opening may depute their authorized representative on the scheduled date and time of bid opening.
- 8.0 BGL reserves the right to accept or reject any or all tenders received at its absolute discretion without assigning any reason whatsoever.
- 9.0 All pages should be signed and sealed by the bidder.
- 10.0 **BIDS SHALL BE EVALUATED AS RECEIVED WITHOUT ANY REFERENCE TO BIDDER, THUS NO TECHNICAL/COMMERCIAL QUERY SHALL BE ISSUED BY BGL. THEREFORE, BIDDERS ARE ADVISED TO COMPLY WITH TENDER CONDITIONS IN ITS ENTIRETY.**

Yours truly,  
For Bhagyanagar Gas Limited

Bonny K Joseph  
Dy. Manager - C&P

*Enclosures:*  
1.RFQ Document

**Signed/Sealed & Submitted along with Offer.**



## **SCOPE OF SUPPLY & SPECIAL CONDITIONS OF CONTRACT**

### **1.0 SCOPE OF SUPPLY**

The scope of Supply includes **Supply & Installation of O-General Air Conditioners as detailed in the SOR,**

# Bidder has to provide catalogue or photo or drawing of the quoting items.

### **2.0 TIME SCHEDULE**

The time schedule for completion of the supply of the equipment is **01 (One) week** from the date of Purchase order.

Time for completion of Supply is the important activity of the Contract and shall be firm and binding.

### **3.0 CONTRACT PRICE**

Contract Price for the scope of Supply enumerated above as indicated in the Schedule of Rates (SOR) is for delivery of material in full & good condition at BGL, Vijayawada. Contract Price also includes all charges towards packing, installation, supply required material & forwarding, Excise Duty, VAT/CST on finished material, and freight including door delivery charges and insurance including service tax, if any.

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

### **4.0 FREIGHT CHARGES**

Vendor shall bear Freight Charges and transit insurance from his stores to the location as mentioned in Clause 6.0.

<b>Location Code</b>	<b>Location</b>	<b>No. of O-General AC's Required</b>
<b>A</b>	BGL - Vijayawada	<b>2</b>
<b>Total Qty.</b>		<b>2</b>

### **5.0 TERMS OF PAYMENT**

90% advance payment shall be made against proforma invoice and balance 10% payment shall be paid after installation of **O-General Split Air Conditioners (ASGA18FTTA – 1.5Ton)** against the submission of delivery challans, along with duly certified by EIC/OIC.

### **6.0 Delivery Location & Address of site (Consignee Address)**

**CNG Station: Bhagyanagar Gas Limited**  
CNG Mother Station,RS No. 70,  
Kotturu tadepalli road, Vidyadharapuram,  
Near Y.V. Rao Estates,Vijayawada – 520  
Mob No: 8885564676, 8666515986.



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### FORMAT OF COMMERCIAL TERMS

RFQ NO.

Date:

[PLEASE FILL AND SUBMIT THIS FORMAT ALONGWITH THE OFFER/BID]

1-1 Name of Firm and address (full details) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person :

1.2 Telephone & Mobile Number: \_\_\_\_\_

1.3 E-mail ID & Web Site details: \_\_\_\_\_

1.4 NSIC Registration Details (if any), please specify \_\_\_\_\_  
(Documentary Evidence in support of above to be enclosed- If applicable)

1.5 DIC Entrepreneurs Memorandum Acknowledgement Details (if any), please specify \_\_\_\_\_  
(Documentary Evidence in support of above to be enclosed- If applicable)

1.6 ISO Certification, if any: \_\_\_\_\_  
(If yes, Copy of valid Certificate to be enclosed-If applicable)

1.7 Service Tax Registration No.: \_\_\_\_\_  
(Copy of 'Service Tax Registration Certificate' details to be enclosed-If applicable)

1.8 PAN Details: \_\_\_\_\_  
(Copy of 'PAN' details to be enclosed)

1.9 Sales Tax Registration Details: \_\_\_\_\_  
(Copy of 'Sales Tax Registration' details to be enclosed-CST/VAT-TIN)

1.10 Excise Registration No.: \_\_\_\_\_  
(Copy of 'Excise Control Code Number [ECC] Registration' details to be enclosed-If applicable)

Place:  
Date:

Signature of Authorised Signatory  
Name:  
Designation:  
Seal:



**GENERAL PURCHASE CONDITIONS (GPC)**

1. Consignee: As per the bid document- BGL, Vijayawada.  
Any expenditure and/or demurrage incurred in respect of a wrong delivery shall be recovered from supplier.
2. Quotation, duly sealed & super scribed with the tender/enquiry no., bid opening date and the words 'QUOTATION – DO NOT OPEN', should reach this office on or before 1500 hrs on the due date of opening along with samples, if required, failing which your offer will not be considered. Quotations received late are liable to be rejected. Quotations will be opened on the due date at 1500 hrs in the presence of tenderers/authorized representatives of tenderers, who may intend/like to participate. A quotation received late by post or other means are liable to be rejected.  
  
BGL reserves the right to accept/reject any or all tenders without assigning any reason whatsoever.
3. Local Sales Tax and Central Sales Tax/VAT/TIN registration Nos. must be mentioned in the quotation.
4. Rates should be given according to unit mentioned in Schedule of Rates (SOR) and no alternative unit will be considered. Further, rates should be quoted on FOT dispatch point basis including P&F and indicating rate of taxes, duties etc. and freight upto Site. Price shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.
5. The offer should remain valid for not less than 1 month from the bid opening date. Offers with less validity are likely to be ignored.
6. Offers subject to prior sale will not be considered. Further, the standard terms and conditions of the bidder are not acceptable.
7. Revised offer or post-bid modification of offer after the opening date will not be considered.
8. The required quantities at the time of placement of order can be changed upto  $\pm 10\%$  of the quantities specified in enquiry- Not Applicable.
9. **Price /Purchase Preference:** Price/Purchase preference shall be applicable as per Govt. rules/guidelines in vogue.
10. **Price Reduction Schedule for delayed delivery:** Not Applicable
10. **Enterprise's information with respect to MSME Development Act, 2006 –**  
*Not Applicable*



- 12. Performance Guarantee (CPBG):** Not Applicable
- 13. Inspection, Testing & Expediting:** Purchaser or its representative shall have the right to inspect and / or test the goods to confirm their conformity to the contract specifications. The inspection & tests may be conducted on the premises of the seller at the point of delivery and / or at the goods final destination. All reasonable facilities & assistance including access to drawings & production data shall be furnished by seller to purchaser free of cost.

When stores are rejected by the consignee, the same will be intimated to the supplier with the details of such rejected stores as well as the reason for their rejections and that the material will be lying at the consignee's premises at the risk and cost of supplier. The supplier will also be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous/infested and perishable materials within 48 hrs, failing which the consignee will either return the materials to the supplier on freight to pay or otherwise dispose them off at the supplier's risk and cost. The consignee will also intimate the concerned paying authority, quantity of the material so rejected so as to recover the freight charges from the supplier. The purchaser shall also be entitled to recover handling and stores charges for the period during which the rejected stores are not removed @ 5% of the stores for each month or part of a month till the rejected stores are finally disposed off.

**14. Warranty :**

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

- 15. Payment terms:** as in Special conditions of Contract (SCC) & Scope of Supply.

**16. Invoice:**

Invoice must bear the purchase order no. with date and should also indicate the dispatch particulars. It may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

**17. Packing & Marking:**

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



18. **Despatch documents:**

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

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

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

20. **Limitation of Liability:** Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the agreement or otherwise shall be limited to 100% of order price. However, neither party shall be liable to the other for any indirect and consequential damages, loss of profits or loss of production

21. **Repeat Order: Not Applicable**

22. **Termination of Contract:** The PURCHASER may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Seller, terminate the contract in whole or part –

- a) If the Seller fails to deliver any or all of the goods within the time period/(s) specified in Contract; or
- b) If the Seller fails to perform any other obligation(s) under the Contract and
- c) If the seller, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser

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

In case of termination of contract herein setforth except under conditions of FORCE MAJEURE and termination after expiry of contract, the vendor shall be put under holiday [i.e. neither any enquiry will be issued to the party by BGL against any type of tender of tender not their offer will be considered by BGL against any ongoing tender(s)



where contract between BGL and that particular vendor (as a bidder) has not been finalized] for a period of three years from the date of termination by BGL to such vendor.

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

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

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

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

**24. Resolution of Disputes / ARBITRATION**

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

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

**25.** Seller shall protect and fully indemnify BGL from any claim from infringement of patents, copyright, trademark and the like. In case of any claim in this regard, Seller shall be solely responsible for any consequences/damages.

**26.** Subsequent to receipt of bids, the information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to bidder or other person not officially concerned with such process. Any





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effort by bidder to influence BGL processing of bid or award decisions may result in rejection of such bids.

27. The Purchaser requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser :
- i) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - ii) will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.



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**SCHEDULE OF RATES (SOR)**

S.No	Description	UoM	Qty	Unit Rate Rs.	Total Amount Rs.
	<b>O-General Split Air Conditioner Technical Specifications:</b> 1. Model : ASGA18FTTA 2. Star Rating : 5 3. Tonnage : 1.5Ton 4. Indoor Dimensions : 320 x 998 x 238 5. Outdoor Dimensions : 650 x 830 x 320 6. Compressor : Hyper Tropical				
1	O-General Split Air Conditioner (ASGA18FTTA) + Stabilizer + Installation + 10 feet pipe	No's	2		
2	Cost of the extra pipe per meter (if required)	Mtr	1*		
3	Out Door Unit stand and fittings	No's	2		
Sub Total Amount in Rs.					
If applicable, Indicate Taxes at.....% in Rs.					
<b>Grand Total amount inclusive of all applicable taxes &amp; duties in Rs.</b>					

- Note: 1.** Supplier shall strictly follow this SOR format for submission of quote.  
**2.** Evaluation shall be done on overall basis which is least cost to BGL.  
**3.** Bidder to quote Rate for SOR item No. 2 and shall be paid as per the actual quantities executed.\*1 mtr is considered for Price evaluation.

**Bidder:**

M/s.....

Place: .....

Date:.....

**Signature of Authorized Signatory:.....**

**Name:.....**

**Designation:.....**

**Seal:.....**