



Bhagyanagar Gas Ltd.
BHAGYANAGAR GAS
LIMITED

**RFQ for Procurement of Video Conferencing Units
for BGL at Hyderabad, Vijayawada and Kakinada
locations.**

Bid Document No. BGL/BPC/02/2019-20

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I OF I



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)

RFQ DOCUMENT FOR

**Procurement of Video Conferencing Units for BGL at
Hyderabad, Vijayawada and Kakinada locations.**

Bid Document No.: BGL/BPC/02/2019-20

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RFQ DOCUMENT NO.: BGL/BPC/02/2019-20

Date: 12.07.2019

To,

Item : **Procurement of Video Conferencing Units for
BGL at Hyderabad, Vijayawada and Kakinada
locations.**

**Due Date & Time
of submission of bid** : **19.07.2019 at 1745 hrs. (IST)**

Address : **Bhagyanagar Gas Limited**
2nd Floor, APIDC Building
Parishram Bhavan
Basheer Bagh,
Hyderabad-500 004
Ph No.: 040-2323 6983
Fax No.: 040-2324 5081
E-mail: bonnyk.joseph@bglgas.com

Contact Person : Bonny K Joseph
Manager (C&P)
Bhagyanagar Gas Limited, Hyderabad.

Ph No.: 040- 2323 6983
Fax. No.: 040- 2324 5081
e-mail: bonnyk.joseph@bglgas.com

Gentlemen,

- 1.0 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 states of Telangana & Andhra Pradesh.
- 2.0 Sealed Request for Quotation (RFQ) are invited for **Procurement of Video Conferencing Units for BGL at Hyderabad, Vijayawada and Kakinada locations.** Sealed RFQ 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.**



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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 3 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- 2323 6983
Fax. No.: 040- 2324 5081
e-mail: bonnyk.joseph@bglgas.com

Please specify RFQ 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)

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

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: RFQ DOCUMENT

- 2.1 RFQ 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 RFQ Document. The RFQ 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 RFQ DOCUMENT

As stated in 'Request for Quotation'

ARTICLE - 4: AMENDMENT OF RFQ 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 RFQ

- 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 RFQ /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 Bidder must have all statutory registration copies like GST Prov. ID, Declaration form Manufacturer, if the bidder is authorized distributor etc. and to be submitted along with RFQ document.

6.2 .A : Bidder to submit the Purchase order along with proof & acceptance of supply from client for Video Conferencing Unit, in the last 7 years.

6.3 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 RFQ 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, IF NY
- 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 Void

8.7.3 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.

8.7.4 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 RFQ shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelope duly superscribed with RFQ 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.

12.5.4 The envelopes containing RFQ 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
TSIDC Building, Basheer bagh,
Hyderabad - 500004
Ph: 040-2323 6983 Fax: 040-2324 5081

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 Deleted
- 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 RFQ.**
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 The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. BGL shall not be responsible for any failure on the part of the bidder to follow the instructions. Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- i) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
 - ii) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
 - iii) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
 - iv) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s)

shall be loaded highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

- v) The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned hereinabove.

17.5.5 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:-

- ii) Performance Security (Contract Performance Bank Guarantee) for less than 5% 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 Document.
- 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.
- xiii) Bidder is under liquidation
- xiv) Bidder is under litigation which owner considers as not suitable.
- xv) 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) – as in SCC

- 24.1 Within 7 days of the receipt of the notification of award (FOI/WO) from the OWNER, the successful bidder shall furnish the Performance security in accordance with provision given under 'General Conditions of the Contract' in the form provided in the bid document.
- 24.2 The Performance security shall be for the amount equal to 10% of the value of the contract towards faithful Performance of the contractual obligations and Performance of services. The Performance security shall be in the form of Crossed Demand Draft/Banker's Cheque or Bank Guarantee in favor of BGL, Hyderabad. Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International bank

or Indian scheduled bank in case of foreign bidder. However, other than the Nationalized Indian Bank, the bank whose BG 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, as per proforma provided at the time of order.

The said Bank Guarantee shall be in the same monetary currency as that of the Contract. The Bank Guarantee shall be discharged by BGL not later than 3 months after the expiry of Defect Liability Period (DLP).

- 24.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award, in which event the OWNER may award the order to the next lowest evaluated bidder or call for new bids at its discretion at the risk and cost of the successful Bidder.

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 forego any and all actions or claims, including cross claims, impeders 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.



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- 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 – VOID

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 Building
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.



BHAGYANAGAR GAS
LIMITED

**RFQ for Procurement of Video Conferencing Units
for BGL at Hyderabad, Vijayawada and Kakinada
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SECTION 2: FORMS & FORMATS

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 01(one) 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:

Designation

Seal:

Date:

Place:



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FORM F-II

BIDDER'S GENERAL INFORMATION

To
Bhagyanagar Gas Limited
ParisramaBhavan
APIDC Building, BasheerBagh
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). : (if not registered give declaration)
- :
- 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)



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Form- III

MANUFACTURES AUTHORIZATION FORM

To,

Sir,

The authorization should be in the nature of a letter, memorandum or certificate regularly granted by the manufacturer to its channel partners, authorized solution providers, system integrators, distributors, etc. or a specific letter issued for purposes of this bid. Such communication should include statements / undertakings from the said manufacturer to the following effect:

Tender Ref. No: _____ Dt: _____

1. Warranty coverage in respect of the goods and services manufactured by the said manufacturer shall be honored by that manufacturer, their channel partners, distributors, authorized service centers as the case may be.
2. The manufacturer updates the bidder and their technical personnel with relevant technical literature, training and skill transfer workshops etc. on a regular basis.
3. The manufacturer provides back to back technical support to the said bidder on a continuing basis.
4. The said bidder is authorized to provide service and solutions using hardware, firmware and / or software as the case may be.

Yours faithfully

(Name)

for end on behalf of M/s
(Name of manufactures)

Note:

This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.



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SECTION -3: ELIGIBILITY CRITERIA

- 1) Bidder must have supplied at least One number of Video Conferencing unit of M/s Polycom make in an order during any of the preceding Seven year reckoned from RFQ due date. Notarized copy of Purchase order(s) along proof of supply is required to submit along with the bid.
- 2) Bidder should have an authorized service location in Hyderabad / Secunderabad. Details of the service center and service personnel should be enclosed.
- 3) The bidder should be a manufacturer or Authorized Distributor / Business partner of Video Conferencing Units and bidder should submit the Manufacturers authorization form as mentioned in bid document (Format-III) as per the directions, else bid will be rejected.
- 4) Vendor to quote inline with Technical Specifications and as per the makes mentioned in RFQ Document, otherwise the Quote submitted shall be rejected.

Documents to be submitted:

- 1) Manufacturer's Authorization Form as per RFQ document/
- 2) Notarized copies of Purchase Orders with execution / completion certificates/ supporting proof of delivery.
- 3) Copies of Financial Statements / documents pertaining to F2017-18 / 2018-19 including balance sheets & P&L Account sheet.
- 4) Formats mentioned in RFQ Document.
- 5) All Schedule of rates (SOR) line items to be quoted.
- 6) Technical documents / Catalogues of quoted products.

Note : Bidder to submit required supporting documents to qualify above mentioned criteria., else bid submitted is liable to get rejected.

SECTION -4: SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 GENERAL

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

2.0 SCOPE OF SUPPLY & WORK

2.1 General

The scope of supply covers Supply & installation and Commissioning of Video Conferencing Units in Hyderabad, Vijayawada & Kakinada locations.as per the technical specifications mentioned in RFQ DOCUMENT.

- 2.2 The Scope of Supply shall be as set out at Material Requisition, Data Sheets and supplemented by all stipulation in the total RFQ document.
- 2.3 All the specifications for the work shall be as per scope of work & schedule of rates which are self explanatory. However, whenever required Modifications / Alterations will be done as per the Site / Operation requirement and the decision of the Engineer–In-Charge shall be final and binding on the Contractor
- 2.4 REMARKS
- 2.4.1 Supplier's Compliance
Supplier shall submit his bid in full compliance with the requirements of this MR and attachments. Bidder shall include the following statement in his bid:
Compliance with this material Requisition in any instance shall not relieve the Vendor of his responsibility to meet the specified performance.
- 2.4.2 Compliance with Specification
The supplier shall be completely responsible for the design, materials, fabrication, testing, and inspection, preparation for shipment & transfer of above material to nominated delivery point strictly in accordance with the MR & all attachments thereto.
- 2.4.3 Supplier's Scope
Supplier's scope of work includes the equipment with all internals & accessories shown on the data sheets, specifications and all unmentioned parts necessary for a satisfactory operation & testing except those which are indicated to be out of Supplier's supply.
- 2.4.4 Vendor has to guarantee minimum uptime and should be ready to execute service level agreement for the same. The vendor has to provide proper evidence to support the claim of capability to provide service at various locations.
- 2.4.5 **The vendor should ensure that video conferencing equipment to be supplied will be compatible with the multi conferencing unit installed at Head office (Peral presence 500 : POLYCOM.)**
- 2.4.6 . Designing and implementation Plan:
Vendor is required to develop a detailed plan for designing and implementation of the Video Conferencing project which should include the full scope of the project as mentioned above. The vendor is required to carry out the implementation including supply, installation, testing, commissioning of equipment, etc. 2.4.4Vendor should provide adequate security features (as mentioned under Technical Requirements in Annexure III) to the full satisfaction of NHB
- 2.4.7 Vendor is required to perform the Annual MAINTAINENCE Contract- Comprehensive after Guarantee . Partner premier premier period as mentioned in bid document after the approval of Officer -In- Charge.

3. TERMS OF PAYMENT:

The vendor should submit the bills to the **Officer-In -Charge** at office that have issued the relative Purchase Order. The payments will be processed and Payment will be made through Cheque or through mode.

For SOR item:1,2,3,4,5,,6,7,8,9: Supply & Installations:

- **90 % payment after the delivery and successful installation against the submission of delivery challans, Warranty / Guarantee Certificates and the NO CLAIM Certificate, duly certified by EIC / OIC and**
- **Remaining 10 % will be released after 30 days of successful Installation/ commissioning of servers and integration to SAP systems of BGL.**

For SOR item:10:AMC:

- **Monthly running account bills in triplicate subject to carrying out maintenance as per the scope of the work. Payment shall be made from the F&A Dept. of BGL, within 15 days from the date of receipt of the bill. The bill should be submitted along with the copies of all monthly reports like Scheduled/Preventive M&R, statutory testing reports/ calibration reports, service reports etc (IF ANY) as necessary duly certified by station In-Charge/ Engineer-In-Charge. Payment for part of the month will be calculated on pro-rata basis depending upon the actual number of VCU UNITS worked in particular calendar month.**

DOCUMENTS TO BE ENCLOSED:

- a) Invoice(s) reflecting taxes and duties,
- b) delivery challan duly acknowledged by the consignee,
- c) packing slip,
- d) Installation Report covering all the items supplied and duly signed by the department evidencing satisfactory installation of the items supplied etc.

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.

All the above mentioned documents to be submitted **in Original & duplicate**. The Invoice and Delivery Challans should indicate the Part Numbers of the various original components of OEM. A copy of the relative Purchase Order should also to be submitted along with your claim. Any change in the parts/part numbers other than those quoted in the tender is not acceptable and may lead to cancellation of order.

4.0 PRICE BASIS

The Contract price shall be deemed to be FIRM and valid for the entire duration of the contract till the completion of work and shall not be subjected to any adjustment due to

increase in price of material, utilities or any other input for performance of work and the contract except for increase/decrease in taxes and duties on account of subsequent legislation.

5.0 EVALUATION & ORDERING:

Quotes received shall be evaluated and order shall be placed on the basis of least cost to Company and will be awarded to the L-1 Party. Bidder to quote all the line items in SOR.

6.0 QUANTITY VARIATION:

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

7.0 DISPATCH INSTRUCTIONS

Seller shall obtain dispatch clearance from Purchaser prior to dispatch.

8.0 REJECTION

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

8.2 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.

9.0 PRICE REDUCTION SCHEDULE / LIQUIDATED DAMAGES

The price reduction schedule to be made applicable against individual release order of each site with specific completion period of each site. 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 Cl. No. 10 of SCC.

In case of delay in delivery of materials beyond contractually agreed delivery schedule, price reduction schedule will be applicable @ 0.5% of material value for the unsupplied portion per week of delay or part thereof, subject to ceiling of 5% (FIVE PERCENT) of the total order value.

PRS shall be applicable on basic price excluding Goods & Service tax.

The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

10. Force Majeure

Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- 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/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under 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/CONSULTANT 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 cause, 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.

11 RESOLUTION OF DISPUTES/ ARBITRATION

1. The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
2. If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.
3. **Legal Construction**
The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Territory of Hyderabad.

4. Arbitration

All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator.

The PURCHASER (Bhagyanagar Gas Limited (BGL).) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.

In the event of failure of the Seller to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceeding shall be in English language and the venue shall be at Hyderabad, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed thereunder shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India).

Seller may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996.

The WORK under the CONTRACT shall, however, continue during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings.

12. SECURITY DEPOSIT / CONTRACT PERFORMANCE SECURITY:

Bidder shall submit Contract Performance Guarantee as in the form of irrevocable Bank Guarantee/ Demand Draft /Banker's Cheque.

For supply & installation:

- **10% of Contract/Order value within 30 days of award or 5% of Contract/Order value within 30 days of award and balance to be deducted against each RA bills till balance 5% is deducted/for supply, it is to be deducted from the invoice. This deducted amount can be released/deduction can be stopped against submission of bank guarantee of equivalent amount.**

For AMC

- **7.5% of one year's contract value within 30 days of award or 5% of Contract/Order value within 30 days of award and balance to be deducted against each RA bills till balance 2.5% is deducted. This deducted amount can be released/deduction can be stopped against submission of bank guarantee of equivalent amount.**

The contract performance bank guarantee shall be valid 03(three) months beyond the expiry of Warrantee/Guarantee period. The Performance Guarantee shall be in form of either Demand Draft or Banker's Cheque or irrevocable Bank Guarantee and shall be in the currency of Contract (issued by any Indian Scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as Scheduled Foreign Bank).

BGL shall not be liable to pay any bank charges, commission or interest on the same.

13. Warranty / Guarantee Period:

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.

For VCU Units: 3 years from the date of Installation in respective locations.

For Television Units: 3 years from the date of Installation in respective locations.

Exclusions:

Down time due to following situations will not be considered for the purpose of penalty calculation

- Schedule maintenance by the service provider with prior intimation
- Force majeure events

14. Delivery Location & Address of site (Consignee Address)

- 1. BGL Head Office** : **M/s Bhagyanagar Gas Limited**
2nd Floor, Parisrama Bhavan, TSIIC
Building, Basheer Bagh,
Hyderabad – 500 004.
- 2. BGL Site Office** : **M/s Bhagyanagar Gas Limited**
C/o G M Heights,
Plot No-2P-Survey No-236, Main Road,
Above Reliance Fresh, 1st Floor,
Suchitra to Quthubullapur Road,
Jayaramnagar, Hyderabad
- 3. BGL Vijayawada Office** : **M/s Bhagyanagar Gas Limited**
Cafe day Builders, 2nd Floor,
Gurunanak Nagar, Main Road,
Near Gurudwar, Vijayawada-520008
- 4. BGL Kakinada Office** : **M/s Bhagyanagar Gas Limited**
C/o M/s Shanti Shalom Home, 67-1-2,
Block No. 67, Lalbahadur Nagar,
Building center, Kakinada

15. 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.

16. Transportation of all material

Transportation upto site and transit insurance shall be arranged by the contractor on his own and no separate payment shall be paid. It should be included in the offered rates.

17. 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 set forth 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.

18. 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.



SECTION 5 - TECHNICAL SPECIFICATIONS / MATERIAL REQUIREMENT

<u>Sr. No</u>	<u>Description</u>	<u>Make</u>	<u>Model</u>
1	Supply of Real Presence Group 310-720p: Group 310 HD codec, EagleEyeIV-12x camera, mic array, univ. remote, NTSC/PAL. Cables: 1 HDMI 1.8m, 1 CAT 5E LAN 3.6m, 1 HDCI digital 3m, Power: India BIS/ AMER-Type B, NEMA 5-15 / UK-Type G, BS1363 to BGL designated locations	Polycom	Group 310
2	RealPresence Group 500-720p: Group 500 HD codec, EagleEyeIV-12x camera, mic array, univ. remote, NTSC/PAL. Cables: 2 HDMI 1.8m, 1 CAT 5E LAN 3.6m, 1 HDCI digital 3m, Power: India BIS/ AMER-Type B, NEMA 5-15 / UK-Type G, BS1363.	Polycom	Group 500
3	Partner Premier, Three Year, Real Presence Group 310 720p: Group 310 HD CODEC, EagleEyeIV-12x camera for SOR item no. 1	Polycom	Group 310
4	Partner Premier, Three Year, RealPresence Group 500-720p: Group 500 HD codec, EagleEyeIV-12x camera.	Polycom	Group 500
5	Accessories - Supply of Camera mount kit	Custom	Custom
6	Accessories - Supply of Wall mount kit for display	Custom	Custom
7	Installation and Commissioning of VCU units in locations as mentioned in SCC.		
8	Supply & Fixing of professional display (Television) for AVSI digital signage projects with Full HD resolution / 2x HDMI / USB / DVI/ VGA/ RS232 & RJ 45/ Built in speakers to satisfy Video Conferencing for Business in respective locations as mentioned in RFQ. a) 55 inch size b) 43 inch size	SAMSUNG /LG/ SONY	
10	Annual Maintenance Charges (AMC) for 2 years after Partner premier/ Warranty period of three years for 4 VCU Units.		



SECTION- 6: TIME SCHEDULE

Item Description	Delivery Period
Supply & Installation of Polycom make Video Conferencing Units	The time schedule for completion of the supply of Server systems shall be within 4-6 weeks from the date of issue of Purchase order. Fixing & Installation shall be done within one week from date of intimation of Officer-In-charge (OIC) in respective locations.

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



Bhagyanagar Gas Ltd.
BHAGYANAGAR GAS
LIMITED

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SECTION – 7

SCHEDULE OF RATES (SOR)

SCHEDULE OF RATES (SOR)

Sr. No	Description	Make	Model	UoM	Qty	Unit Rate Incl. of all taxes & duties, excl. of GST	Freight charges incl. of transit Insurance, Rs.	GST, %	GST, Rs.	Total Rate Incl. of all taxes & duties, incl. of GST
1	Supply of Real Presence Group 310-720p: Group 310 HD codec, EagleEyeIV-12x camera, mic array, univ. remote, NTSC/PAL. Cables: 1 HDMI 1.8m, 1 CAT 5E LAN 3.6m, 1 HDCI digital 3m, Power: India BIS/ AMER-Type B, NEMA 5-15 / UK-Type G, BS1363 upto FOT site locations.	Polycom	Group 310	Nos	3					
2	Supply of Real Presence Group 500-720p: Group 500 HD codec, EagleEyeIV-12x camera, mic array, univ. remote, NTSC/PAL. Cables: 2 HDMI 1.8m, 1 CAT 5E LAN 3.6m, 1 HDCI digital 3m, Power: India BIS/ AMER-Type B, NEMA 5-15 / UK-Type G, BS1363 upto FOT site locations.	Polycom	Group 500	No	1					
3	Partner Premier, Three Year, Real Presence Group 310 720p: Group 310 HD CODEC, EagleEyeIV-12x camera for SOR item no. 1	Polycom	Group 310	Nos	3					

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4	Partner Premier, Three Year, RealPresence Group 500-720p: Group 500 HD codec, EagleEyeIV-12x camera.	Polycom	Group 500	No	1					
5	Accessories - Supply of Camera mount kit	Custom	Custom	Nos	4					
6	Accessories - Supply of Wall mount kit for display	Custom	Custom	Nos	4					
7	Installation and Commissioning of VCU units in locations as mentioned in SCC.			Nos	4					
8	Supply & Fixing of 55 inch professional display (Television) for AVSI digital signage projects with Full HD resolution / 2x HDMI / USB / DVI/ VGA/ RS232 & RJ 45/ Built in speakers to satisfy Video Conferencing for Business.	SAMSUNG /LG/SONY		Nos	1					
9	Supply & Fixing of 43 inch professional display (Television) for AVSI digital signage projects with Full HD resolution / 2x HDMI / USB / DVI/ VGA/ RS232 & RJ 45/ Built in speakers to satisfy Video Conferencing for Business.	SAMSUNG /LG/ SONY		Nos	2					
10	Annual Maintenance Charges (AMC) for 2 years after Partner premier/ Warranty period of three years for 4 VCU Units			Service Months	24					
Gross Total amount incl. of all taxes & duties, incl. of GST, Rs										

Note:

- 1) HSN CODE for supply: & HSN CODE for Installation & Commissioning:
- 2) Vendor to quote for all SOR line items, else bid gets rejected.
- 3) Bidder to specify the proposed make of television to be supplied here :---