



BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

**Tender for Hiring Third Party Inspection
Agency (TPIA) for City Gas Projects of BGL at
Hyderabad, Vijayawada and Kakinada
Locations.**

**UNDER OPEN DOMESTIC
COMPETITIVE BIDDING**

Bid Document No.: BGL/487/2019-20

VOLUME-II of II



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

Index

SECTION 7	:	SPECIAL CONDITION OF CONTRACTS
SECTION 8	:	TIME SCHEDULE
SECTION 9	:	PAYMENT TERMS
SECTION 10	:	PERFORMANCE EVALUATION
SECTION 11	:	SCOPE OF WORK
SECTION 12	:	SCHEDULE OF RATE (SOR)



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

SECTION -7

SPECIAL CONDITIONS OF CONTRACT



BHAGYANAGAR GAS
LIMITED

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

VOLUME
II OF II

1.0 DEFINITIONS

In addition to meaning ascribed to certain capitalized terms in Section IV “GCC”, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section IV “GCC”, the meaning ascribed to such term hereunder shall prevail:

Definitions

“*Bid / Tender Documents*” shall mean documents issued to the bidder pursuant to IFB and listed in ITB.

“*Effective Date*” shall mean the date on which Contractor’s obligations will commence and that will be date of Fax of Intent (FOI).

“*THIRD PARTY INSPECTION AGENCY*” referred in Bid Document may be read as ‘Third Party Inspection Agency for Quality & Procedural Surveillance of BGL’s Infrastructure, Pipeline Network and items/equipments required/installed for its Project and Operation & Maintenance activities.

Interpretations / Amendments from GCC:

- i) Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears / remarks made, the provisions of the SCC shall be deemed to govern the provisions of the GCC and SCC provisions shall prevail to the extent of such repugnancy, or variations exist.
- ii) In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- iii) Notwithstanding the sub-division of the Contract Documents into 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 with and into the Agreement so far as it may be practicable to do so.
- iv) All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- v) Contract Performance Bank Guarantee (CPBG) shall be valid for 12 Months after the issuance of the provisional acceptance certificate of the contract.
- vi) Prices shall be inclusive of all Taxes & Duties as applicable except Service Tax and educational cess thereon. Any Statutory variations in Service tax only shall be payable to bidder. Any variation in taxes other than Service tax shall not be considered for payment.

2.0 ORDER OF PRECEDENCE

In case of an irreconcilable conflict amongst General Conditions of Contract, Special Conditions of Contract, Specifications or Price Schedule / Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:



BHAGYANAGAR GAS
LIMITED

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

VOLUME
II OF II

- (a) Letter of Acceptance / Contract Agreement.
- (b) Fax / Letter of Intent / Fax of Acceptance.
- (c) Instruction to Bidders
- (d) Special Conditions of Contract.
- (e) Scope of Work
- (f) General Conditions of Contract.

3.0 PERFORMANCE EVALUATION

The performance of Consultant / TPIA to whom the award is placed shall be evaluated, as per enclosed format or any new as decided by EIC.

4.0 GENERAL:

- 4.1 You are supposed to have quoted after thorough study of our requirement and conditions prevailing at site.
- 4.2 The offer should be extensive, covering all the technical specifications of the services / items proposed and there should be an explicit mention of scope of supply in the offer.
- 4.3 Defect liability period for 12 months from the date of completion of the respective job / item.
- 4.4 The work observed under this contract shall be performed in all respect as per the instructions and directions of the owner's authorized representatives and to the best standard of workmanship possible.
- 4.5 Wherever, it is stated in these documents that any particular work or activity is to be carried out and it shall be understood that the same shall be carried out by the bidder at his own cost, risk and responsibility without any liability on the owner.
- 4.6 It is, however, explicitly understood that the scope as described in this Tender Document is not limited, in so far as the responsibilities of the Bidder are concerned and shall include, inter-alia, carrying out any and all works and providing any and all facilities as are required to complete the works in all respects up-to the satisfaction level of EIC and as per relevant standards / codes.

5.0 BIDDER TO OBTAIN HIS OWN INFORMATION:

- 5.1 The Bidder / contractor / supplier while quoting his rate shall independently obtain all necessary information for the course of action as per the requirement of client / site. The bidder shall be deemed to have examined the Documents, obtained his own information on all matters whatsoever relevant to carry out the works / supply. Any error in description or quantity of any other aspect in the scheduled rates or omission there from shall not vitiate the contract or release the bidder from executing the works as per the contract at the scheduled rates.



BHAGYANAGAR GAS
LIMITED

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

VOLUME
II OF II

- 5.2 Any neglect or failure on the part of bidder / contractor / supplier in obtaining necessary information shall not relieve him from the liability or the responsibility of completing the work at the scheduled rates and time in accordance with the requirements of client / site.
- 5.3 It shall be bidder's responsibility to visit the site before submitting its bid document and collect all relevant data, information regarding the surrounding & local environment.

6.0 LOCATION OF SITE

- 6.1 Bidder shall contact EIC for the site details. The locations of site shall be Hyderabad, Vijayawada & Kakinada (for Project, Planning, Construction, Operations & Maintenance) Cities and vendor's works (for inspection).
- 6.2 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid. The costs of visiting the Site shall be at the bidder's own expense.

7.0 PRICE REDUCTION SCHEDULE (PRS) / PENALTY FOR DELAY:

- 7.1 In case Consultant / TPIA fails to complete the services within stipulated time period as defined in SOW and time schedule of tender document then unless such failure is due to force majeure as defined in Article 26.0 of GCC hereinafter or due to BHAGYANAGAR GAS LIMITED's default, there will be a reduction in contract price @ $1/2\%$ for per week of delay or part thereof subject to maximum of 5 % of contract value.
- 7.2 In case of per diem manpower charges i.e. man-month charges to be paid for supervision etc. the charges shall be reduced by 5% (Man Month) per week of delay or part thereof subject to a maximum of 25 % of the delayed per diem (man month) charges, if the manpower (Lead Inspector & Site Inspector) to be deployed on man-month basis is not made available within Seven (07) days from the date of written request by BGL.
- 7.3 In case of man-day deployment if manpower is not deployed within 3 days or within the time period as communicated by client and also if the person deployed at site either on man-day basis or man-month basis is on leave / not available at site for 2 days in single stretch and no substitute manpower is provided with immediate effect i.e. on 3rd day the penalty shall be imposed on consultant / TPIA up-to maximum of INR 5000/- (pro-rata man days will be deducted from the date of absence).
- 7.4 Bhagyanagar Gas Limited may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Consultant / TPIA from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant / TPIA and Bhagyanagar Gas Limited agree that the above percentage of price reduction are genuine pre- estimates of the loss/damage which Bhagyanagar Gas Limited would have suffered on account of delay/breach on the part of Consultant / TPIA and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

decision of Bhagyanagar Gas Limited in the matter of applicability of price reduction shall be final and binding.

8.0 SCHEDULE OF RATES:

- 8.1 The bidders shall quote their rates as per schedule of rates. The rates quoted shall be firm and are not subject to any escalation at any time during the period of the contract.
- 8.2 Bidder shall include all man-power, material, tools and tackles, transportation, boarding & lodging charges in the quoted rates. No extra payment shall be made over and above the quoted rates.
- 8.3 When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken correct. When there is an error in calculation for multiplication or addition (as the case may be) the unit rates quoted by bidder and quantity mentioned in tender for respective SOR items shall be considered for arriving the correct values for individual SOR items and total bid price.
- 8.4 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large number), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.
- 8.5 If after evaluation, such bidder is found to be lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price.
- 8.6 If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
- 8.7 If any unconditional rebate has been offered in the quoted rates, the same shall be considered in arriving at the net tendered amount. No cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- 8.8 If any bidder offer suo-moto discount after opening of un-priced bids before opening of price bids, such reduction/discount shall not be considered for evaluation. However, if the bidder happens to be lowest evaluated bidder without considering such discount then the benefit of discount will be availed at the time of award of work. In the event as a result of techno-commercial discussions or pursuant to seeking clarification / confirmation from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised price; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

9.0 DEFECT LIABILITY PERIOD

- 9.1 12 months from the date of completion of respective work at respective location. For details refer the relevant clause in GCC



BHAGYANAGAR GAS
LIMITED

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

VOLUME
II OF II

10.0 LATE BIDS:

10.1 Any bid received by the Owner after the deadline for submission of bids prescribed above, shall be rejected and not be considered for opening. However, the bids shall be retained and considered for evaluation if situation arises, based on decision of the Owner.

11.0 MODIFICATIONS AND WITHDRAWAL OF BIDS:

11.1 No modifications in Bid document shall be permissible after the bid opening. The bids shall be rejected without assigning any reason immediately, if the bids are modified by the bidder and the EMD submitted shall be forfeited.

12.0 SPLITTING OF CONTRACT: N/A

13.0 AMENDMENT OF BID DOCUMENTS

13.1 At any time, prior to the date of submission of bids, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify bid documents by amendments.

13.2 The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

13.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

14.0 INSPECTION OF WORK AT SITE:

14.1 Inspection of the work executed/executing shall be carried out by person / agency authorized by the Engineer-in-Charge.

15.0 TAXES AND DUTIES

15.1 All applicable taxes and duties shall be included in the quoted rates.

15.2 Details of the BGL's GST registration number for the project site are as follows:

GST Registration no. :
ECC Registration no. :
TIN No :

16.0 SECURITY DEPOSIT.

16.1 As per Article 2.13 of GCC.

17.0 ARBITRATION:



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

- 17.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the tender document and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.
- 17.2 The Employer [BHAGYANAGAR GAS LIMITED] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer/consultant (as the case may be) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the EMPLOYER (BGL) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties.
- 17.3 The award of 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 proceedings shall be in English language and venue shall be Hyderabad, India. Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated at Hyderabad or High Court at Telangana as applicable.

18.0 MINIMUM WORK GUARANTEE

- 18.1 BGL only stands for the guarantee of 25% of work listed in SOR to the contractor; however, job executed shall be as per the requirement at site.

19.0 DOCUMENTS SUBMISSION REQUIRED:

- 19.1 Daily & Monthly reports and any other report shall be required to be submitted by the bidder on regular basis.
- 19.2 The formats for all reports shall be approved by BGL. Bidder on award of job shall submit the draft reports format for BGL's approval subsequent to discussion, on the list of reports to be prepared, with EIC.

20.0 CHANGE IN SCOPE OF WORK

- 20.1 If at any time after acceptance of the tender Bhagyanagar Gas Ltd. shall decide to abandon or reduce the scope of work for any reason whatsoever, the engineer-in-charge shall give notice in writing to that effect to the service provider and the service provider shall act accordingly in the matter. The service provider shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work. Further, the service provider shall not have any claim for compensation by reasons of an alteration having been made in the



BHAGYANAGAR GAS
LIMITED

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

VOLUME
II OF II

original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

- 20.2 The service provider shall be paid at contract rates full amount for works executed at site only.
- 20.3 The service provider shall, if required by the engineer-in-charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable time to assess and certify the reasonable amount payable.

21.0 INSPECTION AND SUPERVISION OF WORK

- 21.1 All Work under or in course of execution or executed in pursuance of the contract shall at all times be opened and accessible to the inspection and supervision of engineer-in-charge, his authorized subordinates in charge of the works and all concerned officers, of the Bhagyanagar Gas Ltd. and shall at all times, during the usual working hours at all other times at which reasonable notice of the visit of such officers has been given to the service provider, either himself be present to receive orders and instructions or have a responsible, agent duly accredited in writing, present for that purpose. Orders given to the service provider's agent shall be considered to have the same force as if they had been given to the service provider himself.

22.0 DISCIPLINE

- 22.1 The engineer-in-charge may require the service provider to dismiss or remove from the site of the work any person or persons in the service provider's employment upon the work who may be incompetent or misconducts himself and the service provider shall forthwith comply with such requirements.

23.0 EXECUTION OF WORK

- 23.1 All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the EIC who shall be entitled to direct at what or points and in what manner they are to be commenced and from time to time carried on.

24.0 WITHHOLDING AND LIEN IN RESPECT OF SUM DUE FROM THE SERVICE PROVIDER

- 24.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the service provider, the engineer-in-charge or the Bhagyanagar Gas Ltd shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the service provider and for the purposes aforesaid, the engineer-in-charge or the Bhagyanagar Gas Ltd. shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the service provider, the engineer-in-charge or Bhagyanagar Gas Ltd. shall be entitled to



BHAGYANAGAR GAS
LIMITED

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

VOLUME
II OF II

withhold and have a lien to retain such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the engineer-in-charge of Bhagyanagar Gas Ltd or any contracting person through the engineer-in-charge to the Bhagyanagar Gas Ltd or any contracting person through the engineer-in-charge pending finalization of adjudication of any such claim.

- 24.2 It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the engineer-in-charge or Bhagyanagar Gas Ltd will be kept withheld or retained as such, by the engineer-in-charge, till the claim arising out of or under the contract is determined by the arbitrator have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the service provider. For the purpose of this clause, where the service provider is a partnership firm or a limited company, the engineer-in-charge or the Bhagyanagar Gas Ltd shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

25.0 COMPLIANCE OF VARIOUS LABOUR & INDUSTRIAL LAWS:

- 25.1 The contractor's firm/concern should be an independent establishment having its own registration for Provident Fund Account Numbers with the Regional Provident Fund Commissioner (RPFC) under the Employee's Provident Funds & Misc. Provisions Act 1952. The contractor will submit the proof of depositing the employees as well as employer's PF contribution periodically. All incidental expenses such as Administrative Charges etc shall be the contractor's liability.
- 25.2 It shall be the sole liability of the Contractor (including the firm/ company) to obtain and to abide by all necessary licenses/ permissions from the concerned authorities as provided under the various labour legislation including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 from the offices of respective Labour Commissioners. No work shall be allowed without a proper Labour License, if applicable, License should be obtained for maximum number of persons to be deployed on any one day. The contractor shall be responsible for required contributions towards P.F., Pension, ESI or any other statutory payments to make in respect of the Contract and the personnel employed for rendering services to Bhagyanagar Gas Limited and shall deposit these amounts on or before the prescribed dates. The Contractor shall discharge obligations as provided under various applicable statutory enactment including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970, the Inter-state Migrant workmen (Regulation of employment & conditions of Service) Act, 1979, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Workmen's Compensation act, 1923 and other relevant Acts, Rules and Regulations enforced from time



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

to time. The contractor should maintain proper records, etc as required under the legislature and produce the same for inspection whenever asked for.

- 25.3 The contractor shall be responsible for providing leave with wages/ compensatory holidays as per the relevant act applicable.
- 25.4 The contractor shall ensure payment of bonus to its employees, under payment of Bonus Act 1965 which shall in no case will be less than the minimum bonus prescribed under the Act from time to time.
- 25.5 The Contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the subsequent month. The Contractor shall be directly responsible and indemnify the Company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.
- 25.6 The Contractor shall indemnify the Company against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.
- 25.7 The contractor should have separate ESI code allotted under the employees State Insurance Act 1948. In case ESI is not applicable, contractor before commencement of work shall submit insurance policy under workmen's compensation Act, 1923 covering all his employees to be deployed for execution of the Contract.
- 25.8 The Contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.

26.0 DOCUMENTATION/ STATUTORY COMPLIANCE

- 26.1 The contractor shall regularly submit all relevant records/documents to BGL representative for inspection including but not limited to the following documents before commencement of the undertaken work order.
- a) COPY OF LABOUR LICENCE ISSUED BY LABOUR COMMISSIONER OFFICE (SELF ATTESTED), if applicable
 - b) COPY OF EMPLOYEE STATE INSURANCE ENROLLMENT NUMBER
 - c) COPY OF EMPLOYEE'S PROVIDENT FUND ENROLLMENT
 - d) BIO-DATA OF ALL EMPLOYEES WITH TWO RECENT PHOTOGRAPHS (IN ORIGINAL)
 - e) COPY OF APPOINTMENT LETTER OF ALL EMPLOYEES.
 - f) EMPLOYMENT CARD FOR ALL EMPLOYEES (IN ORIGINAL).
 - g) EMPLOYEE IDENTITY CARD FOR ALL EMPLOYEES (PHOTOCOPY)
- 26.2 Besides, service provider shall also produce a duly attested copy of each of the following documents along with every monthly bill for services provided.
- a) EMPLOYEE STATE INSURANCE & EMPLOYEE'S PROVIDENT FUND CHALLANS FOR ALL EMPLOYEES ALONGWITH DECLARATION THAT ALL STATUTORY OBLIGATIONS HAVE BEEN COMPLIED WITH.



BHAGYANAGAR GAS
LIMITED

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

VOLUME
II OF II

- b) RECEIPT OF FULL AND FINAL SETTLEMENT (INCASE OF TERMINATION OF SERVICES OF ANY EMPLOYEE)
- c) REGISTER OF WAGES FOR ALL EMPLOYEES.
- d) ATTENDANCE CARD FOR ALL EMPLOYEES.

27.0 CONTRACTOR TO INDEMNIFY THE BGL.

27.1 The contractor shall indemnify the Bhagyanagar Gas Limited against all actions, proceeding claims, demands, costs and expenses which may be made against the Bhagyanagar Gas Limited or Government for or in the performance of his obligation under the contract document. Bhagyanagar Gas Limited shall be liable for or in respect or any demands or compensation payable under any law in respect of any consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and the contractor shall indemnify and keep indemnified Bhagyanagar Gas Limited against all such damages & against all claims, demands proceedings, charges & expenses whatsoever in respect thereof or in relation thereto.

28.0 COMPLIANCE WITH LAWS

- 28.1 The CONTRACTOR shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:
- i) Contract Labour (Regulation & Abolition) Act.
 - ii) Payment of Wages Act.
 - iii) Minimum Wages Act.
 - iv) PF & ESI Acts
 - v) Employer's Liability Act.
 - vi) Factory Act
 - vii) Apprentices Act.
 - viii) Workman's Compensation Act
 - ix) Industrial Dispute Act.
 - x) Environment Protection Act.

OWNER shall not be responsible for any default by CONTRACTOR due to lack of information on the part of the CONTRACTOR.

29.0 SAFETY REGULATIONS

29.1 The WORK shall be carried out inside the plant/platform as per safety practices enforced by OWNER safety section and instruction of EIC issued from time to time. Many times, it may happen that the working hours shall be drastically reduced or increased to meet certain safety requirements and the CONTRACTOR shall meet these requirements without any argument for time and financial implication. To obtain WORK permit and to satisfy all conditions laid down therein, shall be the responsibility of the CONTRACTOR. No claim for idling of machinery, plant, manpower etc for safety reasons or non-issuance of WORK permit by I/C, Safety Section shall be considered.



Bhagyanagar Gas Ltd.

**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

VOLUME
II OF II

SECTION -8

TIME SCHEDULE



BHAGYANAGAR GAS
LIMITED

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

VOLUME
II OF II

TIME SCHEDULE

1. Initially the duration of contract shall be for 2 year reckoned from the date of FOI / LOA. However, BGL reserves the right to terminate the contract, without assigning any reason to Consultant / TPIA by serving 30 days written notice to consultant / TPIA.
2. The Mobilization period for the mobilization of resources and site office set-up for the first time shall be 15 days from the date of FOI / LOA. This mobilization period is inclusive of the Contract Duration of 2 year. Subsequently the mobilization period for all the resources viz. manpower etc. shall be as listed in tender document.
3. The time schedule of project, O&M and Material Inspection activities is as follows:

Sr. no.	Description	Schedule
1	Project Activities	
	Documentation – Report on day to day basis (backfilling, testing report, etc.)	Daily Basis
	Coordinate with the contractor for witnessing backfilling, testing & commissioning.	Daily Basis
	Project progress reporting	Twice in month
	Material consumption, Capitalization	Once in Month
	Budget Expenditure	2 weeks after intimation
	Material reconciliation	Monthly
	Clearing Supply Invoices/ RA bills	2 weeks
	Closing of Contract	4 weeks after final handing over
2.	Material Inspection Activities	Within the schedule proposed by Vendor and agreed by BGL
3.	Construction / Maintenance activities	
	Daily progress Report Daily Maintenance report	On alternate days
	RFC, JMR status	Weekly
	PE/ GI Cards, Graph	Monthly
	Deviation	Weekly
	Weekly Maintenance reports	Weekly
	Monthly Maintenance	Monthly
	Major Maintenance report	As and when maintenance is completed
	Break-down report	As and when break-down occurs and is rectified



Bhagyanagar Gas Ltd.

**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

VOLUME
II OF II

SECTION -9

PAYMENT TERMS



BHAGYANAGAR GAS
LIMITED

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

VOLUME
II OF II

PAYMENT TERMS

Payment Terms & mode of Payment

- i) All the relevant clauses of GCC, ITB & SCC shall be applicable.
- ii) Payment shall start only after signing of Contact Agreement & Receipt of Contract –cum-Performance Bank Guarantee as per Tender document.
- iii) **The TPIA / consultant shall raise monthly invoices for the manpower deployed at Hyderabad, Vijayawada & Kakinada and vendors works for inspection and site supervision, during the billing period / month with required documentation/reports.**

BGL shall release 100% payment for every monthly invoice raised by the bidder for the manpower deployment and services provided.

- iv) To & fro charges for travelling, boarding & lodging of the site officers, Project officers, approved for deputation, vehicles cost etc. from the bidders office location / site location to respective site location or vice-versa shall be included in the quoted charges, no extra payment shall be made by client. Mobile communications and other expenses shall also be included in the quoted rates.
- v) All cost for the camp facilities set-up and vehicle facilities shall be included in the fees for the TPI services, nothing extra shall be payable for the camping & vehicle facilities.

FACILITIES:

- 1) Office shall be spacious enough for meeting space at-least 10 people.
- 2) Well equipped with internet, computer, scanner & printers.
- 3) Office shall be within 5 km. of BGL office.
- 4) The Inspectors deputed at site shall be provided with sufficient 2 wheeler /4wheeler vehicles for each inspector as required.
- 5) Ensure that all ENGINEERS on site have the required necessary equipment's like Android phone/PPE (PPE will be provided by Bidder) measure tape etc as per list of items mentioned below:

Safety Accessories: (under Bidder scope – once in a years)

- Safety shoes – 1 pair
- Safety helmet – 1 no.
- Safety goggles – 1 no.
- Safety gloves – 1 pair
- Ear Muff – 1 no.
- Rain Coat – 1 no.
- Fluorescent jackets – 1 no.
- Measuring wheel (Rotameter)-1 no. (One Per each GA)

(Sign & Seal of Bidder)



Bhagyanagar Gas Ltd.

**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

VOLUME
II OF II

- Measuring tape- 1 No.

- vi) The service charges for Hyderabad, Vijayawada & Kakinada shall be inclusive of one (1) visit of 1 person (senior executive) in a month either at Hyderabad or Vijayawada & Kakinada during the contract period for the project review meetings and for project expediting purpose. Monthly meeting shall be at BGL Head office.
- vii) Deduction at Source:
 - i) Owner will release the payment to the Consultant / TPIA after effecting deductions as per applicable law in force.
 - ii) Owner will release payments to the TPIA after offsetting all dues to the Owner payable by the Consultant / TPIA under the Contract.

- The Man Day deployment shall be the additional requirement as and when required at site against the intimation from BGL. The man day charges shall all include all travelling, boarding, lodging charges. BGL shall not pay anything extra for the deployment against man-day deployment both the either Hyderabad & Vijayawada & Kakinada or at vendors works for inspection services.



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

SECTION -10

PERFORMANCE EVALUATION



BHAGYANAGAR GAS
LIMITED

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

VOLUME
II OF II

PERFORMANCE EVALUATION

- 1.1 Bhagyanagar Gas Limited follows a system of Performance Evaluation of vendors and contractors to monitor and ensure the timely and smooth completion of supplies, execution of contracts, and maintenance of quality standards. The basic objective is to recognize and develop reliable vendors and contractors who consistently meet or exceed expectations and requirements of Bhagyanagar Gas Limited with respect to timely receipt of supplies, completion of work and services and the quality specifications, standards. Vendors and contractors whose performance is not found satisfactory will be debarred from future business with BHAGYANAGAR GAS LIMITED.
12. All the suppliers and contractors working with Bhagyanagar Gas Limited will be evaluated based on the parameters defined in the performance Rating Data Sheet as per enclosed Annexure –I
13. The evaluated rating may be falling in any of the following category depending upon the scoring of points in various parameters.
- Very good
Good
Fair
Poor
- 1.4 In case, a vendor/contractor is not able to achieve a minimum scoring of 60% points in the given parameters individually and collectively for all parameters i.e. with poor rating has to furnish the clarification in regard to its failure to execute the job in time and further BGL may put the contractor / consultant / TPIA on “HOLIDAY” for a period of 1 to 3 years depending upon the nature of failure on their part in performance and such vendors and contractors will not be allowed to participate in business with Bhagyanagar Gas Limited for the Holiday period.
- 1.5 The vendors and contractors will be blacklisted for submitting forged documents in respect of experience, turnover and any other requirements forming the basis for pre qualifying / eligibility criteria irrespective of their rating in the past. Such vendors & Contractors will be debarred from having business with Bhagyanagar Gas Limited in future.



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

VOLUME
II OF II

Annexure - 1

**BHAGYANAGAR GAS LIMITED
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/CONSULTANCY JOBS)**

- (i) Project/Work Centre :
- (ii) Order/Contract No. & Date :
- (iii) Brief description of Items :
Works/Assignment
- (iv) Order/Contract value (Rs.) :
- (v) Name of Vendor/Contractor/
Consultant / TPIA :
- (vi) Contracted delivery/
Completion Schedule :
- (vii) Actual delivery/
Completion date :

Performance Parameter	Delivery/Completion Performance	Quality Performance	Reliability Performance	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

Note:

(*) Allocation of marks would be as per enclosed instructions

(**) performance rating shall be classified as under:

PERFORMANCE RATING (**):

Sl. No.	Range (Marks)	Rating
1.	60 & below	POOR
2.	61-75	FAIR
3.	76-90	GOOD
4.	MORE THAN 90	VERY GOOD

Signature of Authorized signatory with name & designation

(Sign & Seal of Bidder)



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

INSTRUCTIONS FOR ALLOCATION OF MARKS

Marks are to be allocated as under:

1.1 DELIVERY/COMPLETION PERFORMANCE: 40 MARKS

Delivery Period / completion Schedule		Delay in weeks	Marks
a)	Upto 3	Before CDD	40
		Delay upto 4 weeks	35
		Delay upto 8 weeks	30
		Delay upto 10 weeks	25
		Delay upto 12 weeks	20
		Delay upto 16 weeks	15
		More than 16 weeks	0
b)	Above 3	Before CDD	40
		Delay upto 4 weeks	35
		Delay upto 8 weeks	30
		Delay upto 10 weeks	25
		Delay upto 16 weeks	20
		Delay upto 20 weeks	15
		Delay upto 24 weeks	10
		More than 24 weeks	0

1.2 QUALITY PERFORMANCE

40 MARKS

For Normal Cases: No Defects/No Deviation/No failure:

40 marks

i)	Rejection/Defects	Marks to be allocated on pro-rata basis for acceptable quantity as compared to total quantity for normal cases	10 Marks
ii)	When quality failure endangers the system integration and safety of the system.	Failure of - severe nature - Moderate nature	0 marks 5 marks 10-25 marks
iii)	Number of deviations	1. No. deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

VOLUME
II OF II

1.3 RELIABILITY PERFORMANCE 20 MARKS

A. FOR WORKS / CONTRACTS

i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contact and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS & E requirements Or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

SECTION -11
SCOPE OF WORK



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

1.0 Introduction: The Scope of work of the Third-Party Surveillance / Inspection Agency (TPIA) for Quality and procedural Surveillance for new and existing steel pipeline network, Station Piping, MDPE pipeline Network, & PNG connections but not limited to the following:

- ❖ Procedure Qualifications tests, first day production testing, regular testing and inspection at all stages of manufacturing for all items/equipment's.
- ❖ Pipeline Laying (All activities related to Pipeline construction grouped under Front end and Back end) and all Station Construction Works including free issue items and contractors bought-out items
- ❖ Cathodic Protection (Both Temporary and Permanent)
 - Inspection of all bought-out items & free issue material for CP
 - Interference & mitigation
- ❖ Project pre-commissioning including cleaning & pigging of pipeline system & commissioning
- ❖ Inspection and Quality Surveillance for Pipeline Maintenance and Station Maintenance works.
- ❖ PNG Connections and PE Pipeline network.
- ❖ Inspection of Steel & PE pipeline construction.
- ❖ All operation and maintenance activities for the laid pipeline and facilities installed.

2.0 Objective of Third-Party Quality Surveillance:

The objective of a TPIA is to assure high quality management standards during the maintenance, manufacturing, construction & commissioning of the BGL's existing and new infrastructure, confirmation to design standards in line with the relevant latest international / national standards / codes, BGL's tender conditions, LOA / PO Conditions, BGL's Quality Policy etc. in order to achieve the objective, that BGL will depute a reputed, experienced and independent Third Party Surveillance / Inspection Agency for carrying out regular Quality Surveillance / Technical Audits encompassing all the activities during maintenance, manufacturing, construction & commissioning of the BGL's infrastructure and its maintenance. The Inspection Agency will ensure total conformity of the specifications, requirement of applicable standards & compliance of safe engineering practice. The TPIA will be working independently under the guidance EIC (appointed by BGL) in accordance with the Quality Manual prepared by the TPIA and approved by BGL with the approved panel of qualified inspectors. The TPIA will be responsible to clearly highlight the inadequacies and non- conformities & ensure compliance with applicable standards and norms for removal of non- conformities.



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

The quality surveillance methodology will incorporate a feed forward and feedback control mechanism monitored with the help of Coordinators and Field Inspectors posted at Project Office and Site. These Coordinators and Inspectors will work in Tandem with BGL Officials and PMC to ensure and assure quality standards laid down through the Quality Assurance Plan (QAP) for each category of activity / job. The periodic observations will be communicated through different categories of reports.

3.0 Documentation & Data Management:

- 3.1 All the data bank of all the reports shall be maintained in proper format (approved by BGL authority). The same shall be required to be handed over in hard and soft copy along with the Activity Completion Report and Activity/Maintenance/Project Completion Report to BGL.
- 3.2 The specifications, references, clauses numbers, standards, sample size, limits, extent of surveillance (witness / review) etc should be updated time to time in the format.
- 3.3 All the observations made by the inspector should be compiled and submitted.
- 3.4 Some data like non-conformity / exception reports shall be submitted as and applicable for BGL's approval.
- 3.5 All the reports shall be backed up with colour photographs. The photographs need also to be attached with e-mail reports.
- 3.6 BGL Construction In charge / Station In charge shall provide Specifications / Alignment Drawings / P&IDs / Approved Procedures, Quality Plan etc. to TPIA for Pipeline Laying / CP / Commissioning / Operations / Maintenance etc. it will be the responsibility of the TPIA site coordinator to arrange exclusive copies of all required documents from BGL for effective functioning of the inspectors.

4.0 Deployment Philosophy: The deployment philosophy will be as under:

- 4.1 The deployment of inspectors will be as per actual requirement on need basis as intimated by EIC from time to time.
- 4.2 The Inspection Agency shall deploy one Lead Coordinator at BGL Project corporate Office Hyderabad and one At Vijayawada & one at Kakinada for it's all activities of projects, operations & maintenance to co- ordinate all activities between sites/site inspectors, its office and BGL to cater to the needs of BGL. The TPIA Lead Coordinator stationed at Hyderabad and Vijayawada & Kakinada shall be available on all days at BGL.
- 4.3 Payment shall be made in accordance to SOR item wise rates defined in the SOR.
- 4.4 Only the inspectors from the approved panel of inspectors shall be deployed. The agency shall maintain the inspectors as required in the Panel of inspectors.
- 4.5 The TPIA shall seek prior approval of BGL Construction In charge / BGL Site TPIA Coordinator for deploying the field Inspectors / mobilization / de-mobilization for Pipeline Construction, Cathodic Protection and Commissioning for the CGD Projects



BHAGYANAGAR GAS
LIMITED

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

VOLUME
II OF II

- of BGL in Hyderabad & Vijayawada & Kakinada.
- 4.6 The TPIA shall seek prior approval of BGL TPIA Coordinator for deploying the field Inspectors for Pipe Manufacturing & Coating. For mobilization / demobilization the approval will be granted by BGL Site TPIA Coordinator.
- 4.7 The start time for deployment of the inspectors to be decided by BGL Construction In charge shall be such that it synchronizes with the completion schedule for approval of the procedures during pipe manufacturing, coating, laying, CP, commissioning etc.
- 4.1 Notice Period:**
- 4.1.1** Notice Period for deployment / mobilization in India: **Three calendar days at vendor works for inspection, three days for man-day deployment and seven days for man-month deployment for site works.**
- 4.1.2** Notice Period for de-mobilization: Two calendar days
- 4.1.3** BGL may advise TPIA for carrying out sample Inspection of bought-out items at Vendor Works in GA cities only. For inspection of these bought-out items the TPIA shall plan their visits to the vendor shop in co-ordination with the vendors and BGL as laid down in the QAP. The TPIA shall formally intimate the EIC about the mutually agreed dates in advance. Any delay on the part of the TPIA shall be dealt in accordance to the delay in deployment. The man days will be calculated for the days spent at vendor's shop for inspection.
- 4.1.4** The TPIA Inspectors at Site shall maintain a Daily Log Book (format to be approved by EIC) for recording the time sheets, day to day activities, jobs undertaken during the day and distance travelled. These Daily Log Books shall be signed by BGL Spread In Charge for Pipeline Laying/ CP/ Commissioning work and by BGL personnel for Pipe Manufacturing / Coating etc. at manufacturing / coating plant on daily basis.



BHAGYANAGAR GAS
LIMITED

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

VOLUME
II OF II

Health, Safety, Environmental Requirements

It is BGL's objective policy to ensure that potential health and safety factors and environmental effects are assessed for all products, projects and activities and acquisitions. For projects this is implemented by staged audits of health, safety and environmental aspects from concept stage to post commissioning in order to determine any shortcomings or non-compliance. All TPIA Inspectors must ensure safety during inspection and mandatory use their own Personal Protective Equipments while carrying out inspection. The HSE requirement incorporated in the pipeline laying tender being followed by the laying contractor will be used as guidelines. BGL in no way shall be responsible for any miss-happenings. **For safety purpose, the insurance of Inspectors / coordinators deployed at all places including sites will be in Bidder's scope as per applicable laws for which Bidder shall be solely responsible. A copy of the said insurance policy shall be furnished to BGL before starting work.**



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

Other Conditions

- i) The CONSULTANT / TPIA shall perform the work under this CONTRACT with diligence and conforming to the best International / Indian practices available in this area.
- ii) The CONSULTANT / TPIA shall perform their obligations conforming to rules, regulations and procedures prescribed by relevant codes / laws.
- iii) The consultant/TPIA shall take approval / concurrence from the client on major and critical issues e.g. Deviation reports, critical activity execution, leaves etc.
- iv) There may be minor changes in scopes during the implementation of the project. The consultant/TPIA shall not be entitled for extra payment against the same.
- v) The CONSULTANT/TPIA shall suggest measures to cut-down costs and time over run without compromising the quality of work required in implementing the project.
- vi) Bidders must develop a Site office in all Hyderabad, Vijayawada & Kakinada cities.
- vii) Any activity required to be carried out for the completion of the CGD project though not specifically mentioned in the tender document shall be carried out at no extra cost to the client.
- viii) All assistance required by the client (viz. but not limited to preparation of drawings, documents, reports etc.) for obtaining permissions and clearances from statutory authorities shall be performed by the consultant at no extra cost to the client.
- ix) The consultant/TPIA shall attend (& contribute) to Project & Construction Review meetings taken by client's management at Corporate / Project / Site offices and also at Vendor's / Contractor's offices from time to time for expeditious completion of the project within the quoted lump-sum price only, which shall be participated at appropriate level by EPMC.
- x) The consultant/TPIA shall put in requisite efforts to achieve accelerated time schedules for project completion, if so required, at no extra cost to the client.
- xi) TPIA's primary responsibilities, however not limited to, for arbitration cases with contractors and vendors shall be till the final award of arbitration:
 - a. Examining & providing reply of claims etc.
 - b. Participation in arbitration proceedings.



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

xii) Professional Facilities: For efficient functioning and reporting, the agency shall provide the following electronic gadgets to facilitate its inspectors and coordinators in timely delivering the deliverables to BGL.

- i. Mobile phone
- ii. Computer with email facility
- iii. Digital Camera for taking photographs
- iv. Scanner & Printer
- v. Any other electronic gadget
- vi. Vehicles.

The coordinator stationed near BGL Project Office at Hyderabad, Vijayawada & Kakinada shall arrange their own facilities like Computer, Internet, Scanner, Printer, mobile phone etc for their efficient functioning.



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

**SCOPE OF WORK – PROJECTS AND OPERATIONS & MAINTENANCE SITE
SUPERVISION & INSPECTION SERVICES**

- i) Based on the project execution plan / business plan, related drawings and work orders, a detailed construction & execution schedule to be developed in co-ordination with the execution agency and shall be approved by the client.
- ii) Based on the OEM's operations and maintenance manual, related documents, recommendations and work orders, a detailed operation and maintenance & execution schedule to be developed in co-ordination with the OEM / maintenance agency and shall be approved by the client.
- iii) To develop detailed quality assurance plans, quality control procedures, test plans, inspection plans etc. required for ensuring & monitoring QA / QC of the Projects, operations and maintenance activities. Check-list to be developed for all necessary activities in consultation with the client & proper records to be maintained at site.
- iv) Review, issue of recommendations and certify for all required procedures / documents / designs submitted by the contractor.
- v) Supervision and inspection of all site activities at every stage of the activity, establishment of working procedures, maintenance schedules, QA / QC procedures, documentation and signing of inspection reports, certification of bills / invoices of contractors / vendors, recommendations to client for making payments etc.
- vi) TPIA to provide desired number of qualified engineering / technical personals to render day-to-day site supervision, quality assurance and quality control during fabrication, construction, erection, commissioning, operations and maintenance etc. activities. Before deputing any person at any site location, review of CV/Resume of the person along with valid qualification / experience certificates, Telephonic / Personal Interview (PI) and a written consent from the client shall be mandatory.
- vii) The engineering personals / site executives deputed at Projects / BGL's site must be compatible to handle the site activities and capable to take necessary decisions. Before deputation of personals at site, CV's of all executives must be forwarded to Client for approval. Client may ask for having the face to face interaction / PI with the executive before forwarding the approval for deputing personal at respective site.
- viii) The engineering personals / site executives must have relevant experience in the respective fields as indicated in below points.
- ix) All site activities, material testing and performance tests shall be pre-informed to client, fully witnessed and approved by TPIA's engineering personals / site executives.
- x) To ensure compliance of all statutory requirements by the contractors at site viz.



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

minimum Wages Act, Workers Compensation Act, PF & ESI Acts, Safety Acts, Accident / Insurance Acts, Labour license & Acts, Child Labour laws, PNGRB Codes & Practices etc or any other rule, law & act come in to force time to time during tenure of TPIA.

- xi) TPI has to minimize unforeseen problems arising or likely to arise at site due to the underground external agency services (like electrical cables, Optical Fibers, ducts, Hume pipes, water or sewage lines, Pits, Chambers, Nallah, Canals, Rivers, Water bodies etc.) by doing appropriate survey of route and to take appropriate prompt action with concerned authorities, police etc in coordination with client.
- xii) Bidder shall be required to submit any technical or commercial clarifications / recommendations along-with back-up documents against any technical or commercial query raised by BGL or against any query / letter raised by any other regulating / statutory body to BGL.
- xiii) To carry out stage-wise / final inspection at place of manufacture / fabrication and installations.
- xiv) To ensure conformity with laid down / latest specifications, quality standards and trade practices.
- xv) To carry out welder's qualification test, electrician's trade test, safety drills, visitor's identification etc. and to issue necessary certificates / documents against the same.
- xvi) To prepare daily, weekly, fortnightly and monthly progress report, exception reports, deviation reports, hindrance reports etc.
- xvii) Review & Certify "As-built"/As-Graph drawings of Mechanical / Piping / Civil / Structural, Electrical and Instrumentation work and submit Six (6) sets of hard copy & one (1) set of soft copy in reproducible / editable format by Contractor and submit to client.
- xviii) Coordination with authorities and other concerned local parties for obtaining clearances / work permits. Day to day Liaisoning from Public & administration on behalf of BGL for obtaining permissions & smooth progress of work.
- xix) Submit periodically cost status / review which will outline the committed costs, the variations with the estimate and the reasons thereof and any changes which are necessary through the process of change in order from client.
- xx) Preparation of Daily Progress Report (DPR) / Monthly Progress Report (MPR) and proposed Work Schedule for next Day / Month in consultation with client. Submit Progress Report & Delay / Deviation Analysis every fortnightly or as and when required by the client.
- xxi) Project Control at each site location through Site Memo, Site Deviation Statements, etc. in the format approved by the client. Also, conducting Review meetings at site to resolve issues / hurdles enabling the contactors smooth & timely Execution of work



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

at site.

- xxii) Successful Bidder shall develop a Site office in Hyderabad, Vijayawada & Kakinada cities.
- xxiii) Carry out expediting activities at sites as and when required and prepare delay reports.
- xxiv) Submit all material consumption records, detailed measurements at site, check & certify Running Amount (RA) bills, Final bill and closure of the contract with delay analysis, recommendation for Liquidity damages (LD), all necessary drawings & documentations as per the conditions of Tender / LOA / WO / PO etc. of all the contractors.
- xxv) To furnish completion / inspection certificates, organize handing over / taking over of complete works and services from contractors to BGL.
- xxvi) Execute the commissioning of the CGD networks / infrastructures / equipment's / installations / works as per the planned schedule in due consultation with the BGL.
- xxvii) Execute the maintenance and operations activities of the CGD networks / infrastructures / equipment's / installations / works / services as per the proposed/planned schedule in due consultation with the BGL.
- xxviii) Preparation & submission of Capitalization report of every commissioned infrastructure within 03 days of commissioning.
- xxix) It will be the responsibility of TPIA to ensure that their inspectors must reach at site on time as per the requirement of site/Project. Client shall not entertain any delay in reaching at site due to any reason what so-ever may be.
- xxx) To provide technical support / supervision for trouble shooting and post-commissioning works up to performance testing / guarantee period of CGD networks / infrastructures / equipment's / installations / works.
- xxxi) To provide technical support / supervision / modifications / superior facilities / methods for trouble shooting and maintenance works up for CGD networks / infrastructures / equipment's / installations / services.
- xxxii) A Man-month shall mean a calendar month of 26 days (as the case may be) excluding Sundays & Public Holidays. If required or instructed by the client representative, to meet the project schedule and project site requirements, work shall be executed and necessary manpower shall be deployed at respective sites on Sundays / Public Holidays without levying any additional financial / legal implication on the client. In case service required on Sunday and holiday more than 08 hours will be paid progressively.
- xxxiii) Normal working duration at site / Projects sites on any particular day shall be of 08



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

(Eight) hours. It may vary based on the site conditions, locations, schedule, unforeseen reasons, etc. Site executives shall make all their best efforts to complete the scheduled job within the working duration. On any particular day, if working duration extends beyond 08 (Eight) hours, it shall not be considered for any additional / extra payments from the client. However, Bidder shall compensate their employees for additional working hours as per their company policy in concurrence with applicable Indian laws.

- xxxiv) Weekly time sheets shall be submitted by the TPIA for certification of the man-hours spent at site by the client representative.
- xxxv) TPIA shall ensure that their employees deputed at the site / project site locations of the client are being compensated as per the existing Central and/or State Government Rules & Regulations or any changes / amendments thereof made in future.
- xxxvi) Before approving leave applications / replacements of any Site executive/Lead Inspector, TPIA shall take due consents from the client. Replacement of the site executives/Lead Inspector shall be provided if the absence of the individual executive is 03 days or more in a single stretch due to any reason whatsoever it may be without levying any financial / legal implication on the client.
- xxxvii) The Man – Day deployment shall be the additional deployment as and when required at site due to prevailing site conditions. The intimation for this shall be issued by client. TPIA has to depute their employee within 03 working days from the date of receipt of intimation from the Client. Any failure in the deputation of TPIA personal within given time limits shall be penalized.

C. TPIA MANPOWER

- i) The TPIA shall deploy required number of manpower (employed on full-time payroll basis) which are qualified and experienced personals i.e. graduate engineers / diploma holders, subordinate engineering personals, construction supervisors, operations and maintenance supervisors, inspectors and other specialists of appropriate levels to ensure:
- Quality in all stages and aspects of work as per the requirement of codes, standards, specifications, Tender Conditions and best International / Indian practices
 - Timely & expeditious completion of the project
 - Timely & expeditious completion of the maintenance activities
 - Timely & expeditious resolving the break-downs of equipment's / networks
 - Economize project expenses and operations and maintenance expenses.
- ii) Qualification and experience requirement of the TPIA personals are given here under at Clause – V.



BHAGYANAGAR GAS
LIMITED

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

VOLUME
II OF II

- iii) The TPIA shall submit the following documents for approval of the client after award of agreement
- CV's of the executives/personals to be deputed at site, for Client's approval
 - Schedule of preliminary manpower deputation
 - Organization and Reporting structure for smooth operations & communications.
- iv) Typical Organogram of TPIA manpower involved in the CGD Projects placed at HO & deputed at Site.
- v) TPIA is obligated to depute qualified & sufficient manpower, as per the requirement, at site. Moreover, during leave / change substitute manpower is to be provided after due consultation with client. The TPIA shall be required to depute qualified, experienced manpower for the execution of the CGD project. All the manpower deployed by the TPIA at the client project sites shall remain at the respective site locations for the entire project duration. Written permission from client will be required prior to the deployment and / or replacement of any site executive. The TPIA will submit bio-data / CV of the substitute manpower proposed which will be approved by the client before inducting in the CGD project.

The various categories of manpower required to be deployed for the project are detailed under:

➤ **Lead Inspector / Coordinator:**

Qualification & Knowledge:

Full time Degree in Engineering in Mechanical / Electrical / Civil / Instrumentation / Architecture / Electronics along with knowledge of Project Management, Contracts Management, Codes and Standards pertaining to Steel / MDPE Natural Gas pipelines, CNG stations, applicable Best Practices in executing CGD projects as per PNGRB / Statutory Guidelines etc.

Mandatory Experience:

At least 07 years' experience (with CSWIP 3.1 (or) BGAS) in executing projects in Hydrocarbon Industry i.e. CGD Projects, Hydrocarbon Process Plants, Steel Pipelines (Hydrocarbon / Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc.

One Lead Inspector/Coordinator shall be deputed at each Vijayawada, Kakinada & Hyderabad Sites of BGL. Lead Inspector / Coordinator shall take day-to-day reporting's from the Site Inspectors / Construction Engineers and shall report to Engineer In-charge of BGL. BGL shall pay for deputed numbers of Site Inspectors / Construction Engineers only as per the Schedule of Rates quoted by the TPIA. All expenses of Lead Inspector / Coordinator and the Office Set-up, Communications



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

modes, Travel Arrangements etc. shall be borne by the TPIA themselves. Rates quoted for the Man-month rates of Site Inspectors / Construction Engineers shall be inclusive of all other expenses as indicated above.

Site Inspectors / Construction Engineers:

Qualification & Knowledge:

Full time Degree in Engineering in Mechanical / Electrical / Civil / Instrumentation / Architecture / Electronics/ Any Engineering along with knowledge of Project Management, Contracts Management, Codes and Standards pertaining to Steel / MDPE Natural Gas pipelines, CNG stations, applicable Best Practices in executing CGD projects as per PNGRB / Statutory Guidelines etc.

Mandatory Experience:

At least 3 years' experience for Graduate holder (Valid ASNT Level-II for Steel Pipeline Inspector with post experience of 1 year) or 5 years for Diploma holder (Valid ASNT Level-II for Steel Pipeline Inspector with post experience of 1 year) in execution of projects in Hydrocarbon Industry i.e. CGD project, Hydrocarbon Process Plants, Pipelines (Hydrocarbon/ Crude / Oil / Gas), Petrochemical Plant, LPG Plant, Refinery etc (Minimum 2 candidates required for Steel Pipeline network).



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

TPIA DELIVERABLES AGAINST SCOPE

The TPIA is required to submit all deliverables within the schedule timeline with the requirement mentioned in various sections of this document. The deliverables include all documents, drawings, Plan, Best Practices, and Replies etc. mentioned under various disciplines of the WBS elements. The deliverables are summarized as under but not limited to:

- i) All Periodic Reports, Daily Progress Reports / Site Memos etc. during construction, Customized Reports, presentations, Progress measurement methodology as per best practices/ international practices required for submission to Management / External Agencies.
- ii) All documents related to engineering, tendering, ordering, manufacturing, inspection, delivery, construction, commissioning.
- iii) Stage wise recommendations as required for site activities, project related, procurement related etc.
- iv) Review & verify design basis, Data sheets, P&IDs, Engineering Drawings etc, provided by contractor.
- v) Review and submit Project Cost reports etc of executed and balance work contractor.
- vi) Various types of Plan, Manuals including Disaster Management Plan etc.
- vii) Performance Evaluation Reports of vendors / contractors etc.
- viii) Project Close out reports and related recommendations.
- ix) Statutory documents / codes / specifications etc.
- x) Inspection reports, test certificates / maintenance reports, stores records etc. of the equipment's / items inspected duly endorsed on each page by the relevant person as defined in tender document.
- xi) Any other deliverable not mentioned here but required elsewhere in tender.
- xii) Bidder shall submit the complete set of inspection documents for the items inspected duly signed and stamped along with Inspection Certificate, Material release note etc. After completion of inspection of material.
- xiii) Both hard and editable soft copies to be provided in 6 sets or as required by EIC/Client.



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

SECTION -12
SCHEDULE OF RATES



**BHAGYANAGAR GAS
LIMITED**

**Tender for Hiring Third Party Inspection Agency (TPIA) for
City Gas Projects of BGL at Hyderabad, Vijayawada and
Kakinada Locations.**

Bid Document No. BGL/487/2019-20

**VOLUME
II OF II**

SCHEDULE OF RATES (SOR)

SOR No.	Item description as per Bid Document	HSN Code	Unit (A)	Quantity (B)	Unit price inclusive of all taxes but exclusive of GST (INR) (C)	Total Price inclusive of all taxes but exclusive of GST (INR) (D=BXC)
A	Lead Inspector / Coordinator					
1	Lead Inspector / Coordinator shall take day-to-day reporting's from the Site Inspectors / Construction Engineers and shall report to Engineer In-charge of BGL. Monitoring of Construction Supervision at spreads/ areas during Steel/ MDPE pipeline laying, CNG station construction works, commissioning including allied works including Travel, Boarding & Lodging charges & any other charges within the city of posting.					
1.1	Hyderabad		Man months	24		
1.2	Vijayawada		Man months	24		
1.3	Kakinada		Man months	24		
B	Site Inspector/ Construction Engineers					
2	Construction Supervision at spreads/ areas during Steel/ MDPE pipeline laying, CNG station construction works, commissioning including allied works including Travel, Boarding & Lodging charges & any other charges within the city of posting.					
2.1	Hyderabad		Man months	240		
2.2	Vijayawada		Man months	168		
2.3	Kakinada		Man months	120		
Sub-Total Amount in Rs:(I)						
GST @%:(II)						
Gross Total Amount inclusive of all taxes & Duties in Rs:(III=I+II)						