



Bhagyanagar Gas Ltd.

BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

Tender for Hiring of Project Management Consultant (PMC) For Fire Protection System & Associated Civil and Electrical Works For CGS cum Mother Station at Vakalpudi, Kakinada

UNDER LIMITED DOMESTIC COMPETITIVE BIDDING

Bid Document No.: BGL/282/2015-16

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SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT (SCC)

GENERAL

Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, Specification of work, Drawing and any other documents forming part of this Contract wherever the context so requires.

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.

Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall be the extent of such repugnancy, or variations, prevail.

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.

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.

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

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.

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 Contractor.

1.0 PRIORITY OF WORKS

OWNER reserves the right to fix up priorities which will be conveyed by Engineer-in-charge and the consultant shall plan and execute work accordingly.

2.0 MANPOWER DEPLOYMENT & TIME FRAME

2.1 The Manpower deployed for the project shall be qualified, experienced in the similar field and the number of people shall be sufficient to carry out the activities without any delay. The bidder must mobilize adequate manpower at the site and as and when desired by BGL. BGL expects to carry out the Fire Protection System Associated Civil & Electrical Works for CGS cum Mother Station at Vakalpudi, Kakinada for BGL.

2.2 The Bidder shall provide proper means of transportation and communication systems to all the site engineers for smooth functioning of the site.

2.3 BGL reserves the right to accept or replace the Project coordinator and site incharges on prior notice. Bio-data's of all the personnel deployed for the project shall be forwarded to BGL for approval.

2.4 The consultant is expected to achieve the tasks within the stipulated time as mentioned below unless and until there are valid reasons for the delay and the same are submitted in writing to the engineer-In-Charge.

2.5 If PMC desires to deploy the manpower hired by them for construction supervision and Inspection services, prior permission is required from BGL. BGL will have the prerogative to deny the hiring of manpower from outside by the PMC.

3.0 PAYMENT TERMS:

Payment Terms & mode of Payment

3.1 All the relevant clauses of GCC, ITB & SCC shall be applicable.

3.2 Payment shall start only after signing of Contact Agreement & Receipt of Contract –cum-Performance Bank Guarantee as per Tender document.

3.3 Payments will be based on successful completion of milestone activities, as per the amount / value quoted by the PMC. The consultant shall raise monthly invoices for the milestones attained during the billing period with required documentation. The EPMC is required to mandatory fill all the columns against each milestone. The Cumulative amount quoted against the milestones will be considered for award of job. Payment shall be released within 15 days after acceptance by EIC.

3.4 In case any milestone is not applicable, or not executable, or milestones are clubbed / split, Payment would be effected with suitable clubbing / substitution with the approval of engineer-in-charge.

3.5 To & fro charges for travelling, boarding & lodging of the site officers, Project officers, approved for deputation, 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.

3.8 All cost for the camp facilities set-up and vehicle facilities shall be included in the fees for the design engineering & consultancy services, nothing extra shall be payable for the camping & vehicle facilities.

3.9 **Deduction at Source:**

Owner will release the payment to the Consultant after effecting deductions as per applicable law in force.

3.10 Owner will release payments to the Consultant after offsetting all dues to the Owner payable by the Consultant under the Contract.

3.11 The payment shall be released to the consultant in stages as per the following on certification of Engineer-in-charge.

- 90% Payment after completion of individual SOR item

- 10% Payment after completion of all the works in all respects.

However, payment for Construction man months shall be reimbursed 100% as per the invoice value based on the time sheet. Also, for visits related to meetings/Miscellaneous works the payment shall be made 100% as per SOR item.

3.12 **MAN Day Rate:**

One man-day will be taken as 12 working hours at construction site / manufacturing shop/ coordinator work excluding travel time to reach work place i.e. construction site / manufacturing shop. The man day rate is considered all inclusive. Therefore, any additional cost what-so-ever (towards backup management, professional, IT facilities, electronic gadgets, communication, transmittal, boarding, lodging, travel & any other charges/ expenses if any etc.) shall not be payable. One man day rate shall be payable for inspection / surveillance/ coordinator work for one calendar day. The man day rate will be same for all the days of the week (including holidays / Sunday)

Same rates shall be applicable for any additional hours worked beyond 12 hours on pro-rata basis. Prior Permission of the same shall be sought from BGL In charge at Construction Site / BGL Personnel at manufacturing Shop for this.

The man day rate for the duration of travel / mobilization / demobilization / local travel to reach place of work etc. shall not be paid.

Man month rate is based on 26 working days in a month and shall be considered for calculating the part of man month charges

4.0 **TIME SCHEDULE**

4.1 Contract period for Project Management Consultancy (EPMC) Services shall be **Nine (9) Months from the date of Award.**

Note:

The date of handing over of closure report of the order placed through Project Management Consultancy (for which Draft PO / LOA was provided by

consultant) against subject order shall be the date of completion of subject order AND PMC scope of work.

The contract may be further extended on monthly / yearly basis on same rates terms & conditions for another 1 year, on same rates terms and conditions if the services provided are satisfactory and on mutual agreement of both the parties.

However BGL reserves the right to terminate the contract, without assigning any reason to Consultant by serving 30 days written notice to consultant.

The Mobilization period for all the resources viz. manpower etc. shall be 7 days reckoned from the date of written request from BGL either through letter or email.

4.2 Time schedule of different activities:-

- A. The total duration for completion of tendering cycle shall be as per the cycle time for various types of tenders as mentioned below from the date of intimation to PMC for preparation bill of material beyond which the clause for compensation of delay referred under relevant clause no. of General Conditions of Contract (GCC) shall be applicable. The time schedule for different activities to be performed by PMC as well as BGL shall be as follows:-

Cyclic time for completion of Tender		
S. No.	Description	Open public tender
1	Study and finalization of tender including site visit review of documents/work etc.,.	1 weeks
2	BGLs approval for above	1 week
3	Floating of Tender	3 days
4	Submission of Bids	3 weeks
5	Opening of Bids, Evaluation, Preparation of TBA/CBA and recommendation to BGL for opening of price bid	2 weeks
6	BGLs approval for opening of Price Bid	3 days
7	Opening of Price Bid and Recommendation	3 days
8	BGLs approval of recommendation	1 week
9	Submission of Draft order copy	2 days
	Total	9 weeks

B. The time schedule for project implementation and construction activities are as follows:

1	PROJECT ACTIVITIES	
	Project progress reporting	Monthly
	Material consumption, Capitalization	Once in Month
	Budget Expenditure	2 weeks after intimation
	Material reconciliation	monthly
	Clearing Supply invoices / RA bills	1 week
	Closing of Contract	4 weeks after final handing over
2	CONSTRUCTION ACTIVITIES	
	Daily Progress Report	Daily
	Deviation Forms	Weekly

5.0 PERFORMANCE GUARANTEE

- 5.1 As a Contract Security, the Consultant to whom the work is awarded, within 15 (Fifteen) days of such award of contract shall furnish a Contract Performance Guarantee in favour of the Employer in the form of an irrevocable and unconditional Bank Guarantee as per Performa approved by Employer. This Bank Guarantee shall be issued by any Indian Nationalized /Scheduled Bank or reputed International Bank. The Guarantee amount shall be 7.5% (Seven and half percent) of the Contract Price as awarded, for the faithful performance of the contract strictly in accordance with terms and conditions of contract. The Guarantee shall be valid till expiry of 90 (Ninety) days after the end of Defect Liability Period.
- 5.2 In the event completion of works is delayed beyond the Scheduled Completion Date for any reasons whatsoever, the Contractor shall have the validity of the guarantee suitably extended to cover the period mentioned above.
- 5.3 The Employer shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of the Contractor failing to honour any of the commitments entered into under this Contract and/or in respect of any amount due from the Contractor to the Employer/Consultant. In case Contractor fails to furnish the requisite Bank Guarantee as stipulated above, then the Employer shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security/Earnest Money amount and no compensation for the works performed shall be payable upon such termination.
- 5.4 Upon completion of the Works as per Completion Schedule stipulated in the Contract, the above said guarantee shall be considered to constitute the Contractor's warranty/guarantee for the work done by him or for the Works supplied and their

performance as per the specifications and any other conditions against this Contract. The warranty/guarantee shall remain in force for 12 months from the date of issuance of certificate of Completion and Acceptance against this Contract as per GCC. The Contractor shall also arrange for the Performance Guarantee to remain valid till expiry of 90 days after the end of Defect Liability Period /Guarantee period for entire works covered under the contract.

5.5 In the event of Completion of Project being delayed beyond the Scheduled Completion Date, the Employer may without prejudice to any other right or remedy available to the Employer, operate the Bank Guarantee to recover the Compensation for delay leviable as per GCC/SCC Clause. The Bank Guarantee amount shall thereupon be increased to the original amount, or the Contractor may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

6.0 Bidder should have EPF/ESIC Registration number in its name.

SECTION – 8

SCOPE OF WORK

SCOPE OF WORK

1.0 Bhagyanagar Gas Limited (A Joint Venture of GAIL & HPCL) herein after called BGL is executing the city gas distribution projects to supply Natural Gas to Domestic, Commercial, Industrial and Automobile Consumers in Kakinada city & adjoining area.

Scope of work

- Review of Basic design of fire protection system already performed by other agency.
- Review of GAD layout, equipment layout and tanks configuration performed by other agency.
- Estimation of quantum of work done by the agency at site. Preparation of SOR items based on the already completed work during Site visit.
- All engineering related jobs pertaining to Fire water network. Approval of vendor drawings, materials used for fire water system.
- Review of Civil/Structural drawings already performed by other agency.
- Review/Approval of fire water tank layout out drawings, plate size & alignment height of the tanks.
- Approval of vendor drawings as per the scope and details of item rate contract.
- Preparation of commercial & technical volume of tender
- Floating of tender & Technical and commercial bid analysis
- Price bid evaluation & recommendation for placement of order.
- Draft FOI(Fax of Intent)
- Draft LOA(Letter of Award)
- Project management Services & Expediting services from home office.
- Inspection Services for contractor bought out items including pumps
- Construction Supervision, Quality control and Assurance.
- Progress monitoring, Expedition and follow-up, Certification of bills
- Review/recommendation of contractor's schedules and time delays, time extensions, if any.
- Certification of final bills and material reconciliation
- Closure of work contract.
- Pre-commissioning, commissioning and start up.

1.2 The Project Management Consultancy (PMC) Services to be performed by Consultant shall include but not limited to the following tasks:

General

- i) Establish project scope and procedures for procurement and construction contractors, construction supervision, QA / QC, installation, erection and commissioning.
- ii) Preparation of an overall project schedule / network i.e. engineering, procurement and construction schedule identifying critical path, float, priority activities and target dates for completion using modern Project Management techniques.
- iii) Set up Project Procurement and field contracts procedures / conditions / specifications. Establish with client the General Terms and Conditions to be used as attachment to all Purchase Orders and site Contracts.
- iv) Establish channel of communication between client vis-a-vis, Vendors and contractors.
- v) Hold fortnightly (or as mutually agreed) Project Review Meetings (PRM) with client.
- vi) Coordinate all the activities of PMC including project / network / site commissioning.
- vii) Preparation and release of site drawings and Approved For Construction (AFC) drawings.
- viii) Preparation of material requisition for enquiry, Bill of Material, Bill of Quantity, preparation of cost estimates, Schedule of Rates (SOR) for floating tenders within stipulated time.
- ix) Preparation of tender specifications for execution of works / materials, floating tenders (in Hard & Soft copy formats), receiving bids, technical and commercial scrutiny of bids / offers and sending recommendations for order placement, draft Fax of Intents / Purchase Orders to client within stipulated time.
- x) Approval of vendor drawings and incorporation of the same in AFC drawings as required.
- xi) Providing technical assistance in all taking clearances / discussions and permissions to meet the project time schedule.
- xii) Preparation of Daily Progress Report (DPR) and proposed Work Schedule for next working day in consultation with client. Submit Project Progress Report & Delay / Deviation Analysis every fortnightly or as and when required by the client.
- xiii) 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 at site.
- xiv) Updating the Project schedules and site progress regularly on fortnightly basis to the client.
- xv) Developing project information system for highlighting slippage and hold ups for management action and control. Conducting delay analysis during the project execution and at the end of the project / closure of the contract.
- xvi) Liaise with the contractors / suppliers / vendors.

- xvii) Approval of vendor and contractor documents.
- xviii) Submit the project completion reports, highlighting various problems encountered and solutions provided.
- xix) Responsible for closure of contracts, Work Orders, Purchase Orders, Supply Orders etc. issued against the consultant's recommendation, as and when completed.
- xx) Resolving disputes, arbitrations with vendors, contractors, etc., if any.
- xxi) Any other activity required for the successful & timely completion of scope of work but not listed above.
- xxii) Contractor shall ensure the timely completion of the project and all the associated activities viz. tendering, procurement etc.

1.3 Construction / Erection Supervision and Commissioning

- 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) To develop detailed quality assurance plans, quality control procedures, test plans, inspection plans etc. required for ensuring & monitoring QA / QC of the projects. Check-list to be developed for all necessary activities in consultation with the client & proper records to be maintained at project sites.
- iii) Verification / approvals of all required procedures / designs submitted for contractor.
- iv) Supervision and inspection of site activities, establishment of working procedures, QA / QC procedures, documentation and signing of inspection reports, certification of bills / invoices of contractors / vendors, recommendations to client for making payments etc.
- v) Consultant to provide adequate number of qualified engineering / technical personals to day-to-day site supervision, quality assurance and quality control during fabrication, construction, erection, commissioning, etc. activities. Before deputing any person at any project site location, consent from client will be mandatory.
- vi) The engineering personals / site executives deputed at project 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.
- vii) All site activities, material testing and performance tests shall be pre-informed to client, fully witnessed and approved by consultant's engineering personals / site executives.
- viii) To ensure compliance of all statutory requirements viz. minimum Wages Act, Workers Compensation Act, PF & ESI Acts, Safety Acts, Accident / Insurance Acts, Labour license & Acts, Child Labour laws etc.

- ix) To identify the 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, etc.) industrial / workmen unrest and to take appropriate prompt action with concerned authorities, client, police etc.
- x) To carry out stage-wise / final inspection at place of manufacture / fabrication and installations.
- xi) To ensure conformity with laid down / latest specifications, quality standards and trade practices.
- xii) 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.
- xiii) To prepare daily, weekly, fortnightly and monthly progress report, exception reports, deviation reports, hindrance reports etc.
- xiv) Carry out expediting activities at project sites as and when required and prepare delay reports.
- xv) To maintain material consumption records, take 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 Tender / PO etc. of all the contractors.
- xvi) To furnish completion / inspection certificates, organize handing over / taking over of complete works from contractors to clients.
- xvii) Execute the commissioning of the CGD networks / infrastructures / equipments / installations / works as per the planned schedule in due consultation of the client.
- xviii) To provide technical support / supervision for trouble shooting and post-commissioning works up to performance testing / guarantee period of CGD networks / infrastructures / equipments / installations / works.
- xix) Consultant shall ensure that their employees deputed at the project site locations of the client are being compensated as per the existing Central / State Government Rules & regulations or any changes / amendments thereof made in future.
- xx) Before approving leave applications / replacements of any Site executive, consultant shall take due consent from the client.
 - a) Replacement of the site executives 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.
 - b) 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.

1.4 Addition, Reduction in scope and Re-tendering:

- i. Any other activity not listed but required for completion of the awarded job, consultant shall be responsible for performing the job within the quoted rates and no extra amount shall be payable to Consultant.

- ii. Change in drawings / documents in case of site decisions, land availability etc is to be carried out by the EPMC without extra cost
- iii. Re-tendering of works / equipments / materials / packages etc., if any, shall be done without extra cost to the client. Re-tendering due to non-responsive, improper estimation, inadequate competition and higher price etc. shall be carried out by PMC within the quoted rates.

SECTION – 9

SCHEDULE OF RATES

Sl. No.	Description	Unit	Qty (A)	Unit Rate against each activity. (Rs) (B)	Total Amount(Rs) C=(A X B)
1.0	Finalization & Submission of tender				
1.1	Finalization & submission of tender	Nos	1		
2.0	Floating of Tender				
2.1	Floating of tenders of tender	Nos	1		
3.0	Submission of Price Bid Opening recommendation				
3.1	Submission of Price Bid Opening recommendation	Nos	1		
4.0	Submission of recommendation for order placement				
4.1	Submission of recommendation for order placement	Nos	1		
5.0	Submission of draft Purchase Order/ Work Order				
5.1	Submission of draft Purchase Order/ Work Order	Nos	1		
6.0	Approval of Drawing/ Documents				
6.1	Approval of vendor Drawing/ Documents	Nos	1		
7.0	PROCUREMENT INSPECTION SERVICES				
7.1	Inspection Expenditure charges including Boarding & Lodging	Nos	8		
8.0	Visit related to Meeting/Miscellaneous activities at Hyderabad/Kakinada	Nos	5		
9.0	CONSTRUCTION SUPERVISION				
9.1	Stay at Kakinada with Transport & other office Maintenance	Months	12		
Total Amount (Rs): (I)					
Service Tax @ _____%: (II)					
Grand Total inclusive of All Taxes & Duties (Rs): (III= I + II)					