



# **BHAGYANAGAR GAS LIMITED**

(A JOINT VENTURE OF HPCL & GAIL)

## **BID DOCUMENT FOR**

**HIRING OF PATROLLING SERVICES FOR STEEL & MDPE  
PIPELINES OF BGL AT HYDERABAD & KAKINADA.**

**UNDER LIMITED DOMESTIC  
COMPETITIVE BIDDING**

**Bid Document No.: BGL/296/2015-16**

**VOLUME-II of II**



**TENDER FOR HIRING OF PATROLLING SERVICES  
FOR STEEL & MDPE PIPELINES OF BGL AT  
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**SECTION-7**  
**SCOPE OF WORK**



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**INTRODUCTION:**

Bhagyanagar Gas Ltd. (BGL) Hyderabad is in the business of supplying natural gas for Domestic, Commercial, Industrial customers. In Hyderabad BGL has laid underground Gas pipeline network from City Gate Station Shamirpet to Chintal and adjoining areas of Shamirpet, Medchal, Suchitra, Kompally & Alwal etc in Hyderabad. In Kakinada for the supply of natural gas customers. BGL is operating and maintaining carbon steel pipeline of various sizes from 2" to 16" and MDPE pipeline of various sizes from 20 mm to 180mm and also the isolation valves along the network. BGL is also operating and maintaining various aboveground installations such as CGS, CNG RO's, DRS, MRS, Cathodic Protection (CP) assets and Piping etc.

To maintain the integrity of pipelines and to safeguard the pipeline, BGL has made pipeline surveillance and performance evaluation mandatory at fixed regular intervals as a proactive measure to safeguard against any damage or major hazards due to pipeline bursts caused by third party activities. In view of various road improvements and other infrastructure projects being carried around the city of Hyderabad & Kakinada and due to stringent deadlines enforced upon contractors, they will carry out the excavation mostly by mechanical means. In addition to these projects there are excavations being taken up by various other utility service providers for expansion or maintenance of their underground utilities. All these excavation activities are seen as a serious threat to the integrity of the underground pipeline network. It is intended to closely monitor the excavation activities along the Steel and MDPE pipelines, being carried out by utility agencies during the day time/ round the clock by patrolling on motorcycles. BGL intends to award this contract to an agency to carry out the activity in a smooth manner and ensure zero damage to the pipeline network.

During the course of the year more pipelines will be laid & will come into the scope of surveillance. BGL will convey as per the requirement this to contractor from time to time to deploy Man Power.

**1. Scope of work**

1.1. The scope of work includes carrying out the surveillance of BGL's underground Steel and MDPE pipeline network and its associated installations (underground and above ground) during the day time about 8hrs(excluding half hour lunch) and round the year by patrolling on motorcycle along the pipeline network. The aim of the patrolling activity shall be to prevent any damage to BGL's assets by vigilant patrolling, intervention and prompt reporting to concerned persons/site in charge as directed by Engineer in charge.

1.2. Areas to be covered by patrolman are as follows:

**Kakinada**

Areas to be covered: Vakalapudi, Valasapakala, RamanayyaPetapeta, Sarpavaram, Gaigalupadu, Madhavapatnam, PadmaNagar, Krishna Nagar, Ashok Nagar, Venkat Nagar, Bhaskar Nagar, MeherNagar, Gandhi Nagar and all the



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Surrounding areas in Kakinada and any other area as directed by Engineer In Charge.

**Hyderabad**

Nalsar Law University, Shamirpet, Medchal, Kompally – Suchitra, Chintal, Alwal, Balanagar, Kukatpally, Motinagar & Erragadda or any area as directed by Engineer In Charge.

**Note:** Each patrolman should cover Minimum 60Kms (maximum 90 km) at a speed of not more than 20 Km/hr. in the fixed duty of 8 Hrs. The actual distance to be covered by each patrolman will be more than this, considering to and fro travelling and constraints such as one way roads and future laying of pipelines etc.

The Scope of work is further elaborated by the following terms and conditions of the contract.

**2. Conditions of the Contract**

**2.1 Motorcycle Patrolling methodology**

**2.1.1.** The patrolman will patrol along the route of the steel & MDPE pipeline network as per the drawings provided by Engineer in charge, on motorcycles as required at a steady pace and look for any excavation activity on the same. On encountering any excavation the patrolman has to stop and should get the information about the excavation happening in the site. In case the excavation is encountered in the vicinity of the pipeline/ associated installations, the patrolman has to inform the site in charge about the excavation and see that the excavation is carried in proper way such that there will be no damage to the gas pipeline. He has to obtain the contact details of the responsible person and contractor/agency doing the work and record it for further reference and correspondences. The patrolman has to check the exposed steel or MDPE pipeline as elaborated below.

**2.1.2. Steel Pipeline network:**

**2.1.2.1.** He has to check to see if the Pipeline warning tape is exposed or not. If the tape is exposed the excavation labors have to be instructed regarding the presence of the pipeline and the safety precautions to be taken. Inform the responsible person to avoid using mechanical excavators and proceed by manual excavation. If the warning tape is damaged, he has to inform the Concerned **Site In Charge (SIC)/ BGL Engineer** for replacing the same.

**2.1.2.2.** In case mechanical excavators, vertical drilling rig, horizontal directional drills, auger boring machines etc. are being used in the vicinity of the steel pipeline/MDPE Pipeline, the patrolman will coordinate with the utility agency and get the pipeline exposed manually before allowing the work to proceed.

**2.1.2.3.** In case the Steel pipeline is exposed, he has to check for coating damage. If the



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coating is found to be damaged he has to immediately inform the SIC and stop the work until Site In charge access the situation after the site visit.

- 2.1.2.4. The patrolman has to ensure that the trench is not backfilled unless any damage caused to warning tape or pipeline coating is rectified.
- 2.1.2.5. Every day patrolmen has to physically check the condition of the markers, Warning Marker, Test Lead Points, Service Regulator Modules, MRS/DRS, SV"s. The patrolman has to check the condition of connectivity cables / CP installations and inform the SIC if any damage is observed. If the excavation is at the top of Medium density Polyethylene pipeline, then the patrolman should ask the excavation agency to ascertain the coordinates by digging trial pits & then fix coordinate well away from the MP pipeline (i.e. Safe distance of 250 mm minimum). While excavation If the pipe is found damaged immediately inform the SIC for repairing the same.
- 2.1.2.6. The patrolman has to check for potential sources of ignition in the vicinity of the excavation such as tea stalls, food vendors etc. and instruct them to maintain a safe distance from the site.
- 2.1.2.7. The patrolman shall report the erection of any encroachment such as slums, shops etc. if observed, near any BGL above ground installations. The patrolman shall report any building using PNG supply undergoing repairs, renovation, demolition etc. or any construction activity likely to affect the integrity of the underground pipeline or GI risers to the SIC for necessary action.
- 2.1.2.8. The patrolman has to generate exposed pipeline report in proper format approved by BGL and submit it before the end of his normal duty hours every day.

**2.1.3. Other Above ground installations**

- 2.1.3.1. In addition to the underground pipelines BGL operates several above ground installations such as District regulating stations (DRS), Metering stations (MRS), service regulators, CP installations such as TR units, TLP, AJB, Diode stations etc., the patrolman has to check all these installations every day to ensure that there is no damage to the same.
- 2.1.3.2. The patrolman shall ensure that the DRS, its fencing; TR units, its fencing are properly locked and that there is no trespassing.
- 2.1.3.3. The patrolman has to visit SV Station check and report it's the condition and healthiness of systems of the covers of the valve chambers installed on the Steel and MDPE pipeline network and report any damage found to the SIC.
- 2.1.3.4. The patrolman shall check for dumping of debris of valve chambers and report the same to the SIC. If the defaulting agency is still working at site, he shall instruct them to clear the debris before leaving the site.
- 2.1.3.5. The patrolman shall check for all the existing Pipeline route and warning markers.



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**2.1.4. Un-commissioned pipeline**

- 2.1.4.1. In the existing gas supply areas the patrolling of the un-commissioned pipeline (steel and MDPE) shall be done as specified above and findings will be reported to the respective SIC.
- 2.1.4.2. Outside the existing gas supply areas the patrolling activities for the uncommissioned pipeline will be coordinated by the respective construction EIC. The Timesheets for the patrolmen shall be certified by the SIC.
- 2.1.4.3. Patrolmen has to check pressure of the pipeline which are uncommissioned and should report immediately if any pressure drops.

**2.2. Work procedure and reporting**

- 2.2.1. The patrolling activity shall be carried out as per approved BGL procedures.
- 2.2.2. The patrolman allotted to a particular area shall report to SIC for network drawings, list of installations and to know the network and for patrolling instructions.
- 2.2.3. The patrolling activity shall be carried out during day shifts, 365 days a year, irrespective of Sundays and holidays.
- 2.2.4. The contractor shall be submit monthly shift schedule on the first day of each month to SIC
- 2.2.5. The patrolman shall start his trip in their respective GA allotted by the EIC at 9:00am every morning or as specified by EIC.
- 2.2.6. Contractor should install GPS tracking device for each patrolmen and should provide the electronic printed data for each month from tracking software along with attendance sheet to SIC.
- 2.2.7. The timings and route may be altered by the SIC as per situation of the excavation activities.
- 2.2.8. The contractor should provide to the patrolman a good quality two pair of dresses and water proof backpack to hold the documents and the contractor should instruct the patrolmen to maintain the vehicles/hire good vehicle which supports GPS tracking devices.
- 2.2.9. It is the responsibility of the contractor to keep the patrolman vigilant and competent to carry out the assigned job.
- 2.2.10. Each Patrolman shall carry out patrolling of the BGL pipeline network at a stretch on a continual basis and try to do as many trips as possible.
- 2.2.11. Necessary safety training will be provided by BGL prior to the start of the job.
- 2.2.12. The contractor's responsibility covers proper co-ordination with all utilities; those who are working in the vicinity of BGL pipelines.
- 2.2.13. Contractor shall be responsible for arrangements of as-laid drawings from respective BGL offices & refer it at the sites, ascertain BGL pipeline corridor,



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convey the safety norms to be followed (while digging near BGL pipelines) to the working utility.

- 2.2.14. The patrolman can always ask for statutory permission copies from the working utility. If any illegal digging / drilling activity found in the vicinity of BGL pipelines, then the patrolman should stop such work and immediately inform the respective heads (supervisor) about the situations.
- 2.2.15. The pipeline surveillance shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any improper action of the patrolman.
- 2.2.16. Comprehensive reports should be generated on the basis of the findings of the surveillance.
- 2.2.17. Frequent changing of patrolman during the course of the job will not be accepted.
- 2.2.18. Additional trained patrolman shall be kept standby, in case of replacement, shuffling, absence, holidays, weekly offs etc. without any extra cost.
- 2.2.19. BGL and its representatives will be the absolute authority to inspect the entire surveillance scheme and crosscheck the reported results at any time with or without the notice to Contractor.
- 2.2.20. If the contractor fails to carry out any job within the time stipulated as per guidelines given by the EIC, BGL will have full right to get the job done by any other party at the sole risk and cost of the contractor.
- 2.2.21. Steel pipeline network daily patrolling report should reach deputed BGL representative by next day morning and weekly report on every Monday morning.

### **2.3. Manpower and Vehicle requirement**

#### **2.3.1. Patrolman**

- 2.3.1.1. The contractor's patrolman should have a minimum qualification of SSC/ + 2 or equivalent and should be able to read, write and speak in Telugu, Hindi and English.
- 2.3.1.2. The physical fitness of the patrolman is highly important and detailed medical report should be submitted prior to engagement on duties.
- 2.3.1.3. The patrolman must not be under the influence of alcohol or drugs, or any substance or medication that could impair their ability to ride the motorcycle.
- 2.3.1.4. Indecent behavior of the patrolman will be seriously viewed and the contractor shall replace him immediately as and when intimated by BGL.
- 2.3.1.5. Refer HSSE clause for Motorcycle patrolling for more details.

#### **2.3.2. Vehicle**

- 2.3.2.1. The vehicle to be used for the purpose of patrolling activities shall be provided by the Contractor.

**Signature & Seal of the Bidder**

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2.3.2.2. The vehicle to be used for patrolling shall be a motorcycle.

2.3.2.3. Contractor shall obtain copies of all necessary documents i.e.

- a) Driving License for patrolman
- b) Vehicle registration certificates
- c) Vehicle insurance
- d) Receipt for payment of road tax

All these documents shall be available at all times with the patrolman.

2.3.2.4. Contractor shall abide by the rules of the traffic with the restrictions and conditions imposed by the traffic department. BGL in any case shall not be responsible for any disputes/risks occurring due to violation of rules & regulations.

2.3.2.5. The fuel for the motorcycle shall be provided by the contractor and the contractor shall ensure that the fuel tanks of all the motorcycle are adequately filled at all times to carry out the job.

2.3.2.6. The Contractor shall be responsible for the servicing and maintenance of the motorcycle.

2.3.2.7. Refer HSSE clause for motorcycle patrolling for more details.

#### **2.4. Communication facilities**

2.4.1 The contractor shall provide his patrolman and supervisors with mobile communication facilities.

2.4.2. The use of the mobile phones shall be governed by the BGL HSSE guidelines.

#### **2.5. Uniforms, Safety Shoes, Helmets and Monsoon apparel**

2.5.1. It shall be entirely the contractor's responsibility to provide once in every year and as the need arises, all types of safety gadgets, safety shoes and 2 pairs of uniform necessary to perform the work in a workmanlike and efficient manner.

2.5.2. The contractor has to provide motorcycle helmet conforming to IS: 4151 to the patrolman and pillion riders.

2.5.3. The uniforms provided to patrolman should be of the same quality as of BGL uniforms; however the color may be changed as per mutual preference.

2.5.4. The contractor shall provide suitable monsoon apparel such as raincoats, shoes etc. to patrolman and supervisors for working during wet weather.

The contractor shall provide ISI Mark PPEs (Personal Protective Equipment's) to all the workmen. PPE shall include:

Sr. No.	Item	Standard Inspection Testing	Salient Features
		IS5852-77 For steel toe IS 10667-83 Guide	Safety shoe with injection molded PVC / nitrile rubber sole, collar cushion, fully leather lined with

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1	Safety Shoe	for selection	steel toe cap as per BIS. Shoe sole to be anti-skid and provide adequate insulation. No nails to be used on sole.
2	High Visibility Jackets	EN 471	The vest of jacket shall be made of net type cloth and must be made of dual color, vertically to give more visibility and the glass bed reflective fabric mounted on fluorescent organic fabric around the vertical band of each shoulder and horizontally tape around the chest and back to create 360 visibility as per EN 471

2.5.5. All other items, even though not specified but required for the completion of the job, shall be supplied or arranged by the contractor with proper reporting and record, without any time and cost implication.

## **2.6. Payment to patrolmen**

- 2.6.1. Monthly payment to the patrolman and supervisor shall be disbursed by 7th day of the following month. In case of nonpayment, BGL shall impose penalty as deemed suitable.
- 2.6.2. The contractor shall cover all the personal deployed at site under Group insurance scheme covering life, major & minor injuries which may occur at site.
- 2.6.3. Minimum wage Act, PF Act, ESI Act etc as per Contractor Labour Act shall be followed by the contractor.

## **2.7. Site Organization**

2.7.1. The contractor shall engage adequate expert manpower and vehicles required at site to carry out the scope of work mentioned in this tender document so that the contractor shall be able to fulfill all the conditions of the contract.

### **HSSE requirements for motorcycle patrolling**

#### **Definitions**

The following definitions shall apply:

#### **CONTRACTOR**

A Company supplying hired / leased vehicles including two wheelers with or without drivers to BGL.

#### **Driver:**

Any driver / employee who operates a Vehicle or contractor employee / driver who operates a Vehicle on behalf of BGL.

**Vehicle:-** Two wheeler of recent model supporting GPS tracking system.



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**Driver Management Standards**

<b>Area</b>	<b>Minimum Standards / Requirement</b>
Driver Assessment	<ul style="list-style-type: none"> <li>▪ Valid driving license for the type of the vehicle being driven and in the country where they are driving.</li> <li>▪ Driver to be minimum 3 years experienced for the type of vehicle driving on behalf of the company</li> <li>▪ Drivers must inform their line managers of any changes to the status of their license, as soon as reasonably practicable</li> <li>▪ Periodic Re-qualification must be conducted in the following circumstances:               <ul style="list-style-type: none"> <li>✓ In the event of complaints regarding the quality of driving</li> <li>✓ If involved in Accident</li> </ul> </li> </ul>
Traffic Laws	<ul style="list-style-type: none"> <li>▪ Must obey speed limits and traffic rules.</li> <li>▪ Where local road and weather conditions dictate, patrolman must adjust his driving behavior to suit.</li> </ul>
Alertness of Driver	<ul style="list-style-type: none"> <li>▪ Driver shall not take unauthorized / stranger passenger(s)</li> <li>▪ The maximum driving time within a rolling 24 hour period shall not exceed a total of 10 hours with 15 minute breaks taken every 2 hours. Full compliance with break of 15 minutes after every two hours of driving.</li> <li>▪ Line managers must ensure that reward mechanisms do not provide an incentive for drivers to work excessive hours which could lead to them driving whilst tired</li> <li>▪ Must stop driving if they are tired. They should make alternative travel arrangements or have an appropriate period of rest/sleep before continuing long journey.</li> <li>▪ Ensure that the vehicle is in a roadworthy condition at all times.</li> </ul>
Mobile Phones	<ul style="list-style-type: none"> <li>▪ Must not operate / attend mobile phone call while driving including the hands free devices.</li> <li>▪ To attend any incoming call, stop the motorcycle at the side of the road by giving proper indicators to the traffic behind.</li> <li>▪ Must not operate / attend mobile phone call including the hands free devices when in the vicinity of gas leak site.</li> </ul>
Helmets	<ul style="list-style-type: none"> <li>▪ Ensure the wearing of helmet by patrolman and all passengers seated at the rear side prior to commencement of journey</li> </ul>
No Tobacco / Drugs & Alcohol	<ul style="list-style-type: none"> <li>▪ Full compliance with the BGL No Tobacco Policy and must not be under the influence of alcohol or drugs, or any substance or medication that could impair their ability to drive.</li> <li>▪ Periodic random sampling to be under taken by the department personnel traveling in the vehicle.</li> </ul>
Incident Reporting	<ul style="list-style-type: none"> <li>▪ Immediately report all road traffic incidents involving the Vehicle to line managers / superiors. (Concerned Managers</li> </ul>



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	must report all road traffic Incidents in line with BGL Incident Reporting System).
Driving Hours	<ul style="list-style-type: none"><li>▪ The driver will record his hours of work.</li><li>▪ The contractor will supply the records of the driver working hours with his monthly invoice. In the absence of records of hours, the invoice will not be paid.</li><li>▪ The transport manager will maintain the driver's records and carry out regular audits to ensure compliance with the above.</li></ul>
Other Safety Tips	<ul style="list-style-type: none"><li>▪ A helmet, eye protection, boots and gloves to best protect against injury in case of an accident.</li><li>▪ Follow the recommended service schedules for the bike and have all repairs made by an authorized dealer.</li><li>▪ Only a good quality helmet ISI 4151 marked should be bought. The jaw covered is the safest.</li><li>▪ High visibility jacket should be worn while riding the bike.</li><li>▪ Only Small loads can be carried on two-wheeler if positioned properly</li><li>▪ Must have a valid License</li><li>▪ Crash helmet must be worn</li><li>▪ Pillion rider also must wear a crash helmet</li><li>▪ Long distance traveling to outside respective cities will not be under taken</li><li>▪ Ensure periodic checks / preventive maintenance of vehicle</li><li>▪ PUC Certificate</li></ul>

### **Vehicle Management Standards**

The exact specification for the procurement of Company Vehicles shall be commensurate with the risks involved and specified by the user department.

All vehicles used for BGL business must be fit for purpose supporting to GPS tracking devices., insured for business use, comply and have been maintained in accordance with manufacturer's recommendations.

All vehicles must comply with relevant National Standards.

### **Vehicle specifications**

Vehicles supplied to BGL must be of Andhra Pradesh / Telangana registration and year of manufacture shall be 2015 onwards.

The following equipment / features should be installed - available and securely fixed:

#### **Design features**

- Rear view Mirrors (One on each side)

#### **Emergency kits / accessories**

- Hand torch
- List of Important contact numbers



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**Other Safety Requirements**

- The number of passengers must not exceed manufacturer's specification for the Vehicle or local carriage license.
- Loads must be secured so that they do not cause Vehicle instability and do not exceed manufacturer's specification for the Vehicle.
- All drivers should check the vehicle condition on a daily basis as per the checklist.
- Maintenance of the vehicles should be carried out through a manufacturer approved garage and the schedule of preventive maintenance should be in accordance with the manufacturer's recommendation.

**Inspection / Repair / Maintenance of Vehicle**

It should be ensured that vehicle is well maintained & checked regularly.

**Inspection**

- Regular inspection needs to be done in order to ensure that the vehicle is in safe condition and is fit for purpose.
- Inspection records of the same should be maintained. Based on the checking any non-conformity shall be reported to dept. head immediately by vehicle user.

**Preventive / Periodic Maintenance**

Periodic Maintenance is based on the manufacturer's recommendations and has to be carried out by the authorized service representative of the vehicle manufacturer. The vehicles need to be tracked for the no. of Kms. that they have plied and the service planned well in advance.

**Replacement of Vehicle / Tyre / Component**

**Replacement of vehicle**

3 years or 80000 Kms. (whichever is earlier) is the criteria for the replacement of the vehicle. Necessary documentation work needs to be completed well in advance to ensure the replacement on time. Vehicles may need replacement on a case to case basis in the event of accident to the vehicle or damages / recurring issues with the maintenance of the vehicles. In such events the concerned department head needs to provide justification for replacement of the vehicle.

**Replacement of Tire**

- Tires of the vehicles need to be replaced on the following conditions:
  - i. Completion of 50,000 Kms.
  - ii. Frequent issues with the tube leading to deflations
  - iii. Showing heavy wear and loss of Tread.
  - iv. Condition of tyres and spare wheel (All tyres have minimum of 2 mm tread depth – no tears, cuts or bulges)
- Usage of re-treaded tyres (i.e. remoulding of tyre) is not permitted.



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**Legal requirement and documentation**

The drivers shall keep the original copies of their licenses with them while driving the vehicles. The vehicle drivers shall ensure that their driving licenses are valid and renewed on time. O & M Emergency Department shall maintain records of driver qualification and validity of vehicle and driving license.

**The legal documents include:**

- Registration Book
- Insurance
- Driver's license
- PUC
- License for wireless
- Fitness Certificate issued by Transportation Department (RTO)
- Tax certificate.

**Training**

It is mandatory for the Contractor to get them fully acquainted with BGL's Safety requirement and drivers training modules. The Contractor will make the drivers available to BGL for training on defensive driving, first aid, firefighting, emergency preparedness and any other training which BGL considers necessary.

The Contractor shall notify BGL of any change in drivers so that the new drivers, if acceptable to BGL, can go through the approval process before they are permitted to perform duties. The Contractor shall provide timely notification and shall ensure that such personnel changes do not disrupt the service provided by the Transporter.

**Induction:**

Drivers prior to commencing their duties shall undergo an induction program carried out by HSSE department.

**Authorization to drive**

**Defensive Driving:**

All the drivers working for the organization must undergo the defensive driving program as appropriate within 2 weeks of his joining.

**Periodic Re-qualification** is to be conducted in the following circumstances:

- In the event of complaints regarding the quality of driving
- If involved in Accident

**Accident & Incident Reporting & Investigation**

- In addition to local legal requirements, all accidents and incidents involving injury to any person and/or damage of any sort to Company, contractor or third party property shall be reported to line management / reporting officer as soon as practicable. Incidents with significant impact (fatalities, serious injuries and major damage) shall be reported instantly or verbally. Reporting of all incidents can initially be by phone, but shall be followed soon afterwards by a full written report describing the incident and the extent of any



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injury/damage as per BGL Incident Reporting Matrix & system.

- Where there is reasonable cause, any driver involved in an accident while driving on Company business should undergo a suitable medical review, to investigate and control any health related factors, before recommencing driving duties.

**Journey Norms**

Following norms are to be issued to drivers and will be strictly followed while performing all official / personal journeys:

- Break journey at every two hours for 15 minutes
- Lunch break of a minimum of 1/2 hour is a must for drivers.
- Strictly follow the posted speed limits
- Driver must not operate / attend mobile phone call while driving including the usage of hands free devices
- Stop immediately, if the driver feels unwell or tired due to fatigued condition
- No driving under medication ( consult doctor if so)
- No driving under intoxicated state (alcohol/ drug consumption)
- While re-fueling, switch off engine, cell phone and do not smoke.
- Be aware about abnormal weather condition.
- Driver or traveling person to be fully knowledgeable of roads & areas of traveling route and prevailing situation

**Formats:-**

One hard copy of the formats to be followed will be handed over to the contractor and Contractor in Hand has to print a Booklet of triplicate of formats and should send same reports supporting the bill at the time submission of the bill.

**Failure to Comply:**

If the contractor fails to comply with any of the above details that are specified in the contract they will be formally informed and warned in writing. Further failures in compliance will result in an appropriate monetary fine / deduction from the monthly invoices as detailed in the contract document.



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**SECTION-8**

**SPECIAL CONDITIONS OF CONTRACT**



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**SPECIAL CONDITIONS OF CONTRACT**

**1.0 GENERAL INFORMATION:-**

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

**2.0 WORK SPECIFICATION:-**

All the specifications for the work shall be as per scope of work & schedule of rates which are self explanatory. However, whenever required Modifications / Alterations will be done as per the Site / Operation requirement and the decision of the Engineer-In-Charge shall be final and binding on the Contractor.

**3.0 CONTRACT VALUE:-**

The value of work under this contract shall be as per quantities mentioned in the SOR. Actual work may vary to any extent plus or minus to the attached quantities. The Minimum value of work will be as mentioned in the SOR.

**4.0 CONTRACT PERIOD:-**

The effective period of the contract shall be 24months from the date of separate written communication from Engineer In Charge.

**5.0 VALIDITY OF QUOTED RATES:-**

The Rates Quoted accepted shall remain valid for the entire period of Contract and no escalation whatever shall be permissible after award of the contract except for the statutory variation in Service tax.

**6.0 TAXES AND DUTIES:-**

6.1 Income tax at the prevailing rate as applicable from time to time shall be deducted from contractor's bills as per Income tax Act, and quoted rates shall be deemed to include this.

6.2 The contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties including excise duty, octroi etc now in force and hereafter increased, imposed or modified from time to time in respect of works and materials. The prices shall also be inclusive of Sales tax but exclusive of Service Tax on works contract / Trade tax / turnover tax





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as applicable. Owner shall make from contractors bills such tax deductions as are required as per rules and regulations in force from time to time.

**6.2.1 SERVICE TAX:**

THE QUOTED RATES SHALL BE INCLUSIVE OF ALL TAXES AND DUTIES APPLICABLE DURING THE CONTRACT PERIOD **EXCEPT FOR SERVICE TAX & CESS (if any) THEREON.** SERVICE TAX & CESS THEREON SHALL BE PAID EXTRA, IF APPLICABLE, ON SUBMISSION OF DOCUMENTARY EVIDENCE/ INVOICE(S).

THE BIDDER SHALL INDICATE IN THE BID THE SERVICE TAX REGISTRATION NUMBER AND IN CASE THE SERVICE TAX REGISTRATION NUMBER IS NOT AVAILABLE, THE BIDDER WILL GIVE CONFIRMATION FOR OBTAINING REGISTRATION WITH A COPY OF APPLICATION FOR REGISTRATION.

THE CONTRACTOR LIABLE TO PAY SERVICE TAX FOR THE WORK/ SERVICES RENDERED TO BGL, SHALL SPECIFICALLY MENTION THE SERVICE TAX REGISTRATION NUMBER IN THEIR INVOICES. FURTHER, THE AMOUNT AND RATE OF SERVICE TAX SHALL BE SEPARATELY AND DISTINCTLY SPECIFIED IN THE INVOICE.

FOR PAYMENT OF SERVICE TAX, SERIALLY NUMBERED INVOICE/ BILL SHALL BE ISSUED BY SERVICE PROVIDER AND SHOULD ALSO SPECIFY THE FOLLOWING:

- (I) THE NAME, ADDRESS AND REGISTRATION NUMBER OF THE SERVICE PROVIDER.
- (II) THE NAME AND ADDRESS OF THE RECIPIENT OF THE TAXABLE SERVICE
- (III) DESCRIPTION, CLASSIFICATION & VALUE OF TAXABLE SERVICE PROVIDED AND;
- (IV) THE SERVICE TAX PAYABLE ON SUCH SERVICES.

THE ABOVE DETAILS ARE REQUIRED TO ENABLE BGL TO AVAIL CENVAT CREDIT FOR THE SERVICE TAX PAYMENTS.

Please note that responsibility of payment of Service tax lies with service provider only.

**7.0 MEASUREMENT & BILLING:-**

- 7.1 The Contractor will submit monthly bill in quadruplicate in approved Preformed to the Engineer-In-Charge giving abstract and detailed measurement of services executed.
- 7.2 Xerox of monthly formats should be submitted weekly/monthly as and when required.
- 7.3 Payment of monthly running account shall be regarded as payment by way of advance against the Final payment. Payment shall be made for actual Quantity Executed.

**8.0 PAYMENT TERMS:-**

- 8.1 Monthly running account bills in triplicate along with the proof of deposition of employee & Employer's PF contribution to be submitted by the contractor for certification by Engineer-In- Charge. The bills are to be duly certified by Engineer-In-Charge or a person authorized by him. Payment would be released by our Finance Department within 15 Days from the date of submission of acceptable & duly signed (by EIC) Bills.



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8.2 The Final Bill shall be submitted by the contractor within a month from the date of completion of the contract and payment of final bill shall be made to the contractor within 30 days of submission of the bill.

**8.3 Contract Performance Security (SECURITY DEPOSIT)**

The Contractor shall furnish to the Employer, within 30 days from the date of notification of award, a security in the sum of 7.5% of the annualized order value (excluding taxes and duties) in the form of Bank draft/ Banker's cheque or Bank Guarantee (as per proforma) as Contract Performance Security which will be valid for 90 days beyond the contract expiry date shall be refunded within 3 months after expiry of Contract Period. GCC clause 24 (24.1 till 24.05) of Contract Performance Security to be followed.

All taxes, duties levies shall be deducted from the bill as per the applicable rules, regulations and Amendments of the Government.

The Bank Guarantee shall be valid for a period of 27 Months from the date of issue of LOI/WO.

The Bank Guarantee will be discharged by BGL not later than 3 months from the date of expiration of the seller's obligations. Defect Liability Period is 3 months from the date of completion of the contract.

**9.0 LIQUIDATED DAMEGE**

9.1 The Contractor shall Provide Minimum number of services per month of specified in SOR. The Contractor shall also be Responsible to provide normal number of services (as per SOR) & any additional services over and above normal number of services as per the instructions of **EIC**. In case the contractor fails to provide the number of services as per the time schedule specified by the **EIC**, The Contractor shall be liable to pay compensation to **BGL @ 0.5%** of the contract Price of that many services per week for the delayed period.

9.2 However the total liquidation damage charged on account of above shall not be more than 5% of the total contract value. The LD amount is not a penalty but a pre-determined compensation for Delay in work.

**10.0 RECOVERY:-**

Cost Of any Damage /loss of the property of **BGL**, by the contractor shall be recovered from the Bill / security deposit of the contractor and decision of the **BGL / EIC** in this regard shall be final Binding and conclusive.

**11.0 SERVICES CARRIED OUT THROUGH OTHER AGENCIES**

BGL reserves the right to get the work done through any other party at the risk and cost of the Contractor in case the contracted fails to fulfill his obligation.



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**12.0 QUALIFICATION & EXPERIENCE OF THE CONTRACT PERSONEL**

Considering the hazardous nature of the job, it is required that the contractor shall deploy the persons with minimum qualification of chemical/instrumentation/electrical /mechanical/electronic/computer trades and having relevant experience and expertise normally required under the norms followed and also meet the statutory requirement wherever required.

Contractor should submit the Bio-Data and experience of deployed manpower. If at any point of time **BGL** feels that the persons deputing are not competent for the job, the same will have to be replaced by suitable persons by contractor with immediate effect. Decision of **EIC** will be binding on the contractor in this case.

**13.0 MOBILIZATION**

13.1 The contractor shall mobilize the services within 07 days from the date of issue of work order or as per intimation from EIC; at this own expenses and no extra payment on such expenses shall be entertained.

13.2 List of persons employed by Contractor for the subject work mentioning Qualifications, experience and residential address shall be submitted to BGL. In case of any change, the same shall be informed to BGL from time to time.

**14.0 ENGINEER -IN-CHARGE**

14.1 Engineer-in-charge will be authorized to stop the work of the contractor, when ever such stopped may be necessary to ensure proper execution of the contract. He shall also have authority to reject work, which does not conform to **BGL'S** requirement.

14.2 The engineer-in -charge reserves the right to suspend the work or part there of the contractor at any Time and no claim what so ever on to his account shall be entertained. In case of any dispute, the contractor may appeal to the **EIC** whose decision is final and binding.

14.3 Competency of manpower supplied, if found not satisfactory or inadequate, the contract will change the personal immediately and the decision of **EIC** will be final and binding.

**15.0 REJECTION OF TENDER**

15.1 BGL reserves the right to accept or reject any or all tenders and to waive irregularities and Formalities at its own discretion.

15.2 Any attempt for canvassing shall debar the tender resulting in summarily rejection of the tender.

**15.3 The tenders not submitted along with the proof of PF A/C and EMD as stipulated will be rejected.**

**16.0 LEGAL & STATUTORY RESPONSIBILITY OF THE CONTRACTOR**

16.1 The contractor (which shall include the Contractor firm / company) shall be solely liable to obtain and to abide by all necessary licenses / permissions



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from the concerned authorities as provided under the various Labour law legislation like, Employees Provident Fund & Miscellaneous Act 1952, ESI Act 1948, Payment of wages Act 1936, Workmen's Compensation Act 1923 and other relevant Acts, Rules and Regulations enforced from time to time, including labour license from the competent authority under the Contract Labour (Regulation and Abolition) Act 1970.

16.2 The contractor shall be responsible for necessary contribution towards PF, Family Pension, ESIC, or any other statutory payment to Government Agencies as applicable under the law in respect of the contractor and of personnel employed by the contractor for rendering services to BGL and shall deposit the required amounts with the concerned statutory authorities on or before due dates. The contractor shall obtain a P.F. number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as also the employer's contributions to the Provident Fund. The contractor shall also be responsible for payment of any administration / inspection charge thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of BGL.

16.3 No manpower below the age of eighteen years shall be deployed on the work.

**17 CONTRACT TERMINATIONS**

17.1 The contract may be terminated at any time during the contract period without assigning any reason and by giving fifteen days (15 days) notice to the contractor by the engineer-in-charge as per the requirement Of **BGL**.

17.2 If BGL considers that the performance of the contractor under the contract is unsatisfactory or not up to the expected standard. BGL shall notify the contractor in writing and may specify in details the cause of its dissatisfaction. BGL shall have requisition contained in the said written notice issued by the BGL to the contractor within 10 days of the receipt thereof.

17.3 In case, the information/document furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BGL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to BGL under the contract such as forfeiture of Security Deposit, withholding of payments etc

17.4 In case the issue of submission of false document comes to the notice after execution of the work, BGL shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor. Further, such contractor/bidder shall be blacklisted for future business with BGL.

**18 Reimbursement/Refund on Variation in Price:**



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- 18.1 For the purpose of this Contract the minimum wages of **semiskilled** labour on the date of submission of the tender shall be taken. If on account of any legislation, notification, or award, the minimum wages and/or DA of **semiskilled** labour are increased beyond the wage structure, at any time or times after the date of submission of the tender, the Contractor has to pay any increased wages. Thereafter, the rate per person per day of service will be increased in order to compensate the differences.
- 18.2 All charges such as wages and other statutory payments admissible to the contract laborers should be considered while quoting the service charge.
- 18.3 Bidder should take care of service tax (if applicable) while quoting rates and should separately indicate rate of service tax be charged to.
- 18.4 The rates quoted by the Bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in full in accordance with the Terms & Conditions of the Bid Documents.
- 18.5 The rates quoted shall remain valid for the entire contract period of Two years and no escalation, what so ever shall be permissible after award of contract.
- 19 Penalty:**
- 19.1 If any damage occurs on BGL pipelines by other utilities and the excavation activity of the utility is not informed to the SIC prior to the damage, contractor shall be heavily penalized at the rate of Rs. 1,000/- for each instance. If the incident happened repeatedly, then the patrolman of the said stretch should be replaced immediately.
- 19.2 If the patrolman does not have mobile or is not in working condition more than two days, then an amount of Rs. 250/- per day per person shall be deducted from the monthly bills.
- 19.3 If the patrolman / supervisor not wearing the Personnel Protective Equipment / uniforms / rain wear, then a penalty shall be imposed to the contractor for each instance at the rate of Rs.250/-.
- 19.4 If patrolmen does not report in the respective GA within the time schedule as per the instruction of SIC/EIC fine of 2500 may be imposed per day.
- 19.5 If any patroller doesn't maintain proper records for penalty of 250/- rupees will be imposed. If it repeats for second time penalty of 500 /- will be imposed if the same situation arises repeatedly he will be removed from the services immediately.
- 20.** Separate WO will be issued to Hyderabad & Kakinada after the bid evaluation as Kakinada & Hyderabad belongs to different states.

**21. EMPLOYMENT LIABILITY OF CONTRACTOR**

The Contractor shall, at his own expense, comply with the Model Rules for labour welfare framed by the Govt. / Statutory Authorities under the various labour laws from time to time for the protection of their health, etc. In case



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Contractor fails to make arrangements as aforesaid, the BGL shall be entitled to do so and recover the cost thereof from Contractor.

The Contractor shall at his own expense arrange for the safety provisions as required by the BGL in respect of all his labour directly or indirectly employed for performance of his obligations under this Agreement and shall provide all facilities in connection therewith. In case Contractor fails to make arrangements and provide necessary facilities as aforesaid, the BGL shall be entitled to do so and recover from Contractor.

The Contractor will be fully responsible for complying with all relevant provisions of the Contract Labour (R&A) Act, 1970, including registering himself / themselves under this Act, if applicable and shall pay rates of wages and observe hours of work and conditions of employment according to rules in force from time to time.

The Contractor shall observe and implement all the laws of the land and the rules framed there under for the staff employed by him and the BGL shall in no event be liable or responsible for any default or non-observance of such laws / rules on the part of the Contractor.

In case of non-payment of wages by the Contractor to their employees, and on being satisfied that such payments have not been made by the Contractor within the stipulated period as mentioned herein above, the BGL shall have the right to pay the dues to the Contract workmen engaged by the contractor for performing the aforesaid contractual obligations and deduct the amount so paid from the bills submitted by the Contractor.

That if during the subsistence of the contract, any monetary liability occurs and/or becomes payable by the Contractor and has to be paid by the BGL by order of any authority or under any provisions of any law, the amount of such liability shall be recovered by BGL from the Contractor from the next bill / security deposit, as applicable.

That in case the services are not provided at any time for whatsoever reasons, the Contractor shall make alternative arrangements so as to enable the work to be done satisfactorily at no extra cost to the BGL. If no such alternate arrangements are made, proportionate deductions shall be made out of the contract amount. BGL shall be free to make alternate arrangement, the cost of which shall be recovered from the Contractor's bills. In case of not providing the services on a particular working day, the pro rata deduction would be made from the monthly bill for the aforesaid day.

Any act of indiscipline / misconduct / theft / pilferage on the part of the employees of the Contractor would be viewed seriously and the BGL will have the right to terminate the contract forthwith without giving any prior notice.



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**Contractor to consider wages as per Minimum Wages Act, 1948 under RLC (Central) notification and up to latest amendments applicable for entire contract period, including Leave, other allowances etc., if any required in order to comply with Laws regarding engaging personnel in the quoted rates of SOR.**

- 22. The bidder shall necessarily have PAN and EPF or ESIC failing which the bid will be disqualified. The contractor may enclose a copy of the respective registration certificates along with the Technical Bid.**



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**SECTION-9**  
**SCHEDULE OF RATES**





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**SCHEDULE OF RATES : (HYDERABAD)**

<b>Sl. No.</b>	<b>Description</b>	<b>Unit</b>	<b>No of Service Months</b>	<b>Unit Rate (Rs)</b>	<b>Total Amount (Rs)</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F = (E x D)</b>
<b>1.1</b>	Carrying out detail Day Patrolling services along BGL Gas Pipeline route irrespective of diameter and submitting daily patrolling reports. Each patrolman should cover Minimum 60 Kms in Hyderabad. The rates includes cost of motorcycle patrolman, vehicles, maintenance of vehicles, fuel, mobile phones and other equipments required to complete the job as specified in SCC. The rate shall be quoted per patrolman with all related expenses including supply of GPS devices & tracking charges (including minimum wages of semiskilled labour, PF, ESIC etc.) in a calendar month inclusive of Service Charges.	<b>Lumpsum</b>	<b>144</b>		
<b>Total Amount (F)(Rs.)</b>					
<b>Service Tax @ 14.5% (Rs.)</b>					
<b>I :Sub Total Amount inclusive of all taxes and duties (Rs.)</b>					

**Note:**

1. Bidder to quote Lumpsum service amount /service man month in Unit Rate column inclusive of minimum wages of semiskilled labour and other statutory payments admissible to the contract laborers.
2. Maximum upto 6 nos of services are required in Hyderabad. Actual no. of services required shall be declared on the basis of Owner's requirement from time to time.
3. The rates quoted shall be valid for the entire contract period of two years and no escalation, what so ever shall be permissible after award of contract and order will be placed on the vendor who emerges as L1 on overall total rates.

**Signature & Seal of the Bidder**



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**SCHEDULE OF RATES(KAKINADA)**

<b>Sl. No.</b>	<b>Description</b>	<b>Unit</b>	<b>No of Service Months</b>	<b>Unit Rate (Rs)</b>	<b>Total Amount (Rs)</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>G = (E x D)</b>
<b>1.2</b>	Carrying out detail Day Patrolling services along BGL Gas Pipeline route irrespective of diameter and submitting daily patrolling reports. Each patrolman should cover Minimum 60 Kms in Kakinada. The rates includes cost of motorcycle patrolman, vehicles, maintenance of vehicles, fuel, mobile phones and other equipments required to complete the job as specified in SCC. The rate shall be quoted per patrolman with all related expenses including supply of GPS devices & tracking charges (including minimum wages of semiskilled labour, PF, ESIC etc.) in a calendar month inclusive of Service Charges.	<b>Lumpsum</b>	<b>48</b>		
<b>Total Amount (G)(Rs.)</b>					
<b>Service Tax @ 14.5% (Rs.)</b>					
<b>II:Sub Total Amount inclusive of all taxes and duties (Rs.)</b>					
<b>(III=I+II):Grand Total Amount inclusive of all taxes and duties (Rs.)</b>					

**Note:**

- Bidder to quote Lumpsum service amount /month inclusive of minimum wages of semiskilled labour and other statutory payments admissible to the contract laborers.
- Maximum upto 2 nos of services are required in Kakinada. Actual no. of services required shall be declared on the basis of Owner's requirement from time to time.
- The rates quoted shall be valid for the entire contract period of two years and no escalation, what so ever shall be permissible after award of contract and order will be placed on the vendor who emerges as L1 on overall total rates.

**Signature & Seal of the Bidder**