



BHAGYANAGAR GAS LIMITED
(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

**Tender for Operation & Non Comprehensive Annual
Maintenance Contract (AMC) Services for Delta
Compressor Packages of BGL at Hyderabad &
Vijayawada.**

**UNDER LIMITED DOMESTIC
COMPETITIVE BIDDING IN TWO BID SYSTEM**

Bid Document No.: BGL/370/2017-18

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Bhagyanagar Gas Ltd.
BHAGYANAGAR GAS
LIMITED

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SECTION 7

SERVICE REQUISITION

Non Comprehensive AMC services in two shifts per day and per locations proposed will be limited to the equipments listed under Hyderabad & Vijayawada CNG Retail Outlets as per details given below for a period of **12 months**:

S.No	Description	Remarks
	Delta Compressor packages consisting of (a) Delta Aspro CNG Compressor (Model IODM-70-3-19(BD) and Model IODM-70-3-19) 600 SCMH capacity) (b) Electric Motor make WEG & SIEMENS with 120 HP & 100 HP (c) Air Compressor Motor WEG make with 2 HP.	
1	Location :Hyderabad	6 nos of 600SCMH,Fixed / Variable Suction
2	Location Vijayawada	6 nos of 600SCMH,Fixed / Variable Suction

Includes other accessories like Heat/Air exchanger, Instrumentation & control panel etc. related to the above Gas Compressor package.



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SECTION 8

SCOPE OF WORK

Scope of Work:

The Contractor must follow the Operation & Maintenance requirement as stated below but not limited to and ensure to provide trouble free services to the satisfaction of the owner.

1. Accommodation / transportation / medical

The contractor shall make his own arrangement for the accommodation of his personnel at respective locations and subsequent transportation arrangement for them from their place of residence to work place or any other place as required and company shall have no obligation in this respect. The company shall not be responsible for providing any medical assistance to the contractor personnel.

2. Discipline

The Contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services contracted out and should any complaint be received against any of his employee; he shall arrange to replace such persons within 24 hours of notice issued by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this matter shall be final and binding on the contractor.

3. Gate pass / identity card

The contract shall arrange to supply / renew identity card to his workforce at his own cost, if so required by BGL for security or for any other reasons. Those contractor's personnel shall be required to carry their respective identity cards while on duty and produce on demand.

4. Right to get services carried out through their agencies

Nothing contained herein shall restrict BGL from accepting similar services from other agencies, at its discretion and at the risk and cost of the contractor, if the contractor fails to provide the said services any time.

5. Sub-letting of contract

No part of this contract nor any share or interest therein in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly to any person / firm or Organization without prior permission of BGL.

6 The officer in charge shall have power to

- i) Issue the Contractor from time to time during the running of the contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the contract and the Contractor shall carry out and bound by the same.
- ii) During the course of this contract, BGL can increase and/or decrease the number of the services / technicians to meet contractual requirements.

- iii) Order the Contractor to remove or replace any workman whom the company considers incompetent or unsuitable and opinion of the company representative as to the competence of any workman engaged by the Contractor shall be final and binding on the contractor.

7. Contract Repatriation and termination

BGL shall reserves the right at any time during the course of the contract, to terminate it by giving 30days notice to contractor, and upon expiry of such notice period the Contractor shall vacate the site / office occupied by him immediately.

However BGL shall reserve the right at any time during the course of the contract, to stop/suspend the services under abnormal circumstances by giving one week notice to contractor. Payment shall not be payable for such period of suspension.

On normalisation, BGL may ask for resumption of services in week's period.

8. Compensation for non-fulfilment of obligation under Non Annual Maintenance Contract (AMC)

If the Contractor fails to provide the required services,

Compensation for non-fulfilment of obligation under Comprehensive Annual Maintenance Contract (CAMC):

If the Contractor fails to provide the required services,

Non availability of Maintenance team during breakdown, penalty would be applicable as follows:

For non-availability of maintenance team beyond 8 hours upto 16 hours – Rs 2000/-.

For non-availability of maintenance team beyond 16 hours upto 24 hours – Rs 4000/-

After 24 hrs an additional penalty of Rs.200/- is levied per hour.

9. General

The operation & maintenance services shall be provided for 16hrs, equally divided into two shifts in a day (6:00am to 10:00pm).

- a. The Contractor shall deploy adequate number of operators and technicians as well as tools & equipment for smooth and proper operation & maintenance of the compressors supplied in terms of the contract. In case required to meet operational requirements, the Contractor shall augment the same as per direction of Engineer-in-Charge.
- b. The Contractor is required to carry out all services as mentioned in the Scope of Services and Schedule of Rates on all the 365 days including Sunday and all holiday.
- c. The Contractor shall allow weekly rest and daily working hours to his workmen as per the relevant Act / Law / and Rule made there under. However, no work shall be left

incomplete / unattended on any holiday / weekly rest. Technician / operator provided shall have minimum qualification of ITI. Contract in person or his authorized representative shall provide the services on daily basis to interact with Engineer-in-Charge and deployed workmen.

- d. The workforce deployed by the Contractor for O&M services at CNG installation shall be of sound relevant technical professional expertise which is otherwise also essential from the safety point of view of the personnel of the Contractor as well as for the installation.
- e. Contractor has to ensure the safety of man and machine all the times. Damages of equipment due to negligence will be recovered as per the decision of Engineer-in-Charge, which will be final.
- f. Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.
- g. The Contractor shall make his own arrangements to provide all facilities like boarding and transport etc. to his workmen.
- h. All personnel of the Contractor entering on work premises shall be properly and neatly dressed and shall wear uniform, badges while working on premises of the company including work sites.
- i. Contractor shall maintain proper record of his working employee's attendance and payment made to them.
- j. The Contractor's representative shall report daily to the Supervisor at BGL office through telephone from R.O. for day to day working.
- k. All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by BGL will be strictly adhered to by the contractor
- l. The rates quoted by the Contractor must be inclusive of all taxes & duties
- m. It will be the responsibility of the Contractor to pay as per the minimum wages of the appropriate government applicable under the Minimum Wage Act 1948.
- n. The Contractor shall deploy adequate number of technicians / operators at various site offices in consultation with Engineer-In-Charge to provide trouble free operation & maintenance of the compressors / dispensers
- o. All arrangements for communication from control room to the contract person working on job under the services shall be the responsibility of the contractor, viz pagers / walky-talky / telephone.
- p. All the jobs mentioned under scope of services shall be carried out as per sound engineering practices, work procedure documentation, recommendation of the

manufacturer and as per the guidelines / direction of engineer-in-charge of authorized representative.

The following are excluded from the contractor scope:

1. O&M Spares, electrical spares, and other required spares.
2. PLC programming, software, contactors.
3. Calibration of gauges, testing and refilling of co2 flooding systems and fire extinguishers.
4. All consumables like oil, cotton waste etc.
5. Any licenses or permits from local or Govt. bodies.

Brief Scope of Work:

1. Equipment under AMC

Non Comprehensive AMC proposed will be limited to the equipment listed under Hyderabad CNG stations as per details given below:

Sr. No.	Name of Equipment & Make	Model & Brief Specification	Qty. (Nos.)
1	Booster Compressor Package of Delta make	IODM-70-3-19 model of 600 SCMh capacity	12

Other accessories like Radiator with motors and pumps, Air Compressors, Control panel etc. related to the Booster Compressor packages.

2. Contractor team (Technician / Operator) – Roles and Responsibility:

The functions and responsibilities are listed below:

- a) To function as an integral member of the BGL O&M coordination team.
- b) Interface with Contractor / BGL on all equipment and system issues mobilize any Contractor / BGL resources required for scheduled or unscheduled maintenance.
- c) Assist BGL personnel with development and implementation of sound operating and maintenance strategy and procedures, including corrective action guidance.
- d) Provide reports as per BGL O&M practices.
- e) Conduct training programs for upgrading O&M resources, participate in all Contractor / BGL sponsored safety trainings.
- f) Collect and provide data as deemed necessary by BGL to analyze equipment performance.
- g) Responsible for performing all routine, breakdown & scheduled maintenance activities during O&M.
- h) Monitor the performance of equipment.
- i) Monitor all essential parameters of the running equipment and report any discrepancy in operational parameters.
- j) Responsible for log book data capturing, minor maintenance activities, safety of equipment for safe operations.

SECTION 9

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1. 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-I In-Charge will be final and binding on the Contractor.

In case of contradiction between Indian or other applicable Standards, General Conditions of Contract, Special Conditions of Contract, Specifications, drawings, Schedule of Rates, the following shall prevail in order of precedence:

- i) Letter of acceptance along with statement of Agreed variations.
- ii) Fax / Letter of Intent / Fax of Acceptance
- iii) Schedule of Rates as enclosures to letter of acceptance
- iv) Job / Particular Specifications
- v) Drawings
- vi) Technical / Material Specifications
- vii) Special Conditions of Contract.
- viii) General Conditions of Contract
- ix) Indian Standards
- x) Other Applicable Standards

It will be contractor's responsibility to bring to the notice of Engineer-in-charge any irreconcilable conflict in the contract documents before starting the work(s) of making the supply with reference which the conflict exists.

In the absence of any specifications covering any material, design of work(s) in the same shall be performed / supplies / executed in accordance with Standards Engineering Practice as per the instructions / directions of the Engineer-in-charge, which will be binding on the Contractor.

2. Location / Site Information

The site location/ Retail outlet(s) are in and around Hyderabad and Vijayawada City Gas Distribution (CGD) area Limits.

The bidder must mobilize adequate manpower for/ at all the sites and as and when desired by BGL.

3. Payment Terms:

Monthly running account bills in triplicate subject to carrying out maintenance as per the scope of the work. Payment shall be made from the F&A Dept. of BGL, within 15 days

from the date of receipt of the bill. The bill should be submitted along with the copies of all reports - preventive M&R, statutory testing / calibration reports etc as necessary duly certified by station In-Charge/Engineer-In-Charge.

4. Contract Performance Guarantee:

Within 30 days of the receipt of the notification of award (LOI) from the OWNER, the successful bidder shall furnish the Performance security in accordance with provision of contract in the form provided in the bid document from the date of Work Order.

The Performance security shall be for the amount equal to 7.5% of one year's contract value (excluding taxes & duties) of the contract awarded towards faithful Performance of the contractual obligations and Performance of services. The Performance security shall be in the form of Crossed Demand Draft/Banker's Cheque or Bank Guarantee in favour of BGL, Hyderabad. Bank Guarantee shall be from any Indian scheduled commercial bank other than co-operative bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International bank or Indian scheduled commercial bank in case of foreign bidder. However, other than the Nationalized Indian Bank, the bank whose BG are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head, as per proforma enclosed in the Tender Document.

The Bank Guarantee shall be valid for a period of 28 months from the date of issue of LOI / WO.

The Bank Guarantee will be discharged by BGL not later than 6 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.

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

5. Deployment Schedule:

Within Two weeks from the date of written communication / instruction from EIC.

6. 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 and the contractor must do so as per BGL's requirement. The Minimum value of work will be as mentioned in the **SOR**. The quoted rates comply all applicable for Minimum wages revisions by Regional Labour Commissioner, statutory taxes and duties during the period of contract.

The quantities given against individual items/ SORs are indicative and shall not be considered to be binding. The quantities may increase or decrease at site at the time of actual execution and as per the discretion of Owner/ Engineer-in-charge. The unit rate operated shall be worked out cumulatively per compressor for the final payment due to Contractor.

BGL reserves the right to operate any SOR for the full quantities or part quantities or nil quantities of compressors as per the site conditions. In this case; BGL's decision will be final and binding.

7. Contract Period:

The effective period of the contract shall be 12 *months* from the date of handover of site from Engineer In Charge.

7.1 Extension of Contract Period:

The contract may be extended for a maximum period of one year at the sole discretion of BGL, subject to satisfactory performance of the Vendor during the contract period.

8. 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 due to Goods & Service tax.

The quoted Rates shall be inclusive of all Taxes & Duties applicable during the Contract period **Except for Goods & Service tax (GST) & Education Cess thereon. GST & Cess, if any, thereon shall be paid extra, if applicable, on submission of documentary evidence / invoice(S).**

The Bidder shall indicate in the bid the Goods & Service tax Registration (Provisional) Number.

The above details are required to enable BGL to avail Input Tax Credit(ITC) as per GST Acts/ Laws.

Please note that responsibility of payment of GST lies with service provider.

The contract may be terminated at any time during the contact 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**.

9. 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.

10. Safety & Security:

10.1 The contractor shall provide proper cotton dresses (Uniform), safety shoes and to provide safety kit as per requirement. No contractor's personnel shall be allowed on duty without wearing applicable Safety gears.

10.2 The contractor shall provide signed photo identification cards for his personnel to be deployed with in **BGL'S** premises.

11. Taxes and Duties:

11.1 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.

11.2 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 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.

12. Indemnity agreement:

Contractor shall exclusively be liable for non-compliance of the provision of any act, laws, rules and regulations having bearing over engagement of workers directly or indirectly for execution of work and the Contractor hereby undertake to indemnify the company against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under minimum wages act, payment of wages act, workman compensation act, personnel injury (compensation insurance) act ESI Act, Fatal Accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance Scheme or any other act or statutes not herein specifically mentioned but having director or indirect application for the persons engaged under this contract. (A certificate to this effect shall be submitted by the Contractor immediately on receipt of LOA/WO).

13. Statutory Requirement:

The Bidder shall necessarily have PAN, PF and /or ESIC in its name as per the applicable laws. Copies of documents should be provided along with the Bid Document.

14. Compliance of Laws:

The Contractor deploying 20 (twenty) or more workmen as contract labour shall have to obtain licence from appropriate licensing authority, if required. The Contractor (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various labour laws legislation's including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.

The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government agencies as applicable under the laws in respect of the contract and personnel deployed by the contractor for rendering services to BGL and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the employer's contribution to the Provident Fund.

The Contractor shall not engage / deploy any person of less than 18 years under this contract and the persons to be deployed should be physically and mentally fit.

The installation where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by BGL for its operation. It shall be the duty / responsibility of the Contractor to ensure the compliance of fire, safety, security and other operational rules and regulations by his



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personnel. Disregard to these rules by the contractor's personnel will lead to the termination of the contract in all respects and shall face penal / legal consequences.

The Contractor shall arrange for insurance of all this workers engaged on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of worker's compensation Act, 1923 or any other law in force. BGL has to pay compensation for a workman employed by the Contractor due to any cause whatsoever the amount so paid shall be recovered from the dues payable to the Contractor and / or security deposit.

SECTION 10

SCHEDULE OF RATES (SOR)

S.No	Location	Description	unit	Qty	Unit rate, INR	Total amount in INR
		NON Comprehensive Annual Operation and Maintenance of (M/s. DELTA Compression Srl) make and its accessories .Vendor should carry out regular, periodical and Breakdown maintenance as per OEM's specification etc., excluding supply of all consumables, spares, lubricants. electricity power charges in respective locations:				
1	Hyderabad	Services as mentioned above and as per the Scope of Work (SOW) in bid document for 6 nos. of Compressors at various locations in Hyderabad for a period of 1 year. (2 nos of services / day) (i.e, 12 months x 6 no compressors= 72 service months)	Months	72		
2	Vijayawada	Services as mentioned above and as per the Scope of Work (SOW) in bid document for 6 nos. of Compressors at various locations in Vijayawada for a period of 1 year. (2 nos of services / day) (i.e, 12 months x 6 no compressors= 72 service months)	Months	72		
					<u>GST@.....%</u> , INR	
Grand Total amount in Rupees Inclusive of all applicable taxes and duties, INR						

Note:

1. Bidder shall quote Lump sum charges against each item, as detailed in Scope of Work. Please consider No. of Services and No. of Compressors under each ITEM WHILE QUOTING Lump-sum charges per month.
2. The Rates quoted shall remain valid for the entire contract period of One year and no escalation, what so ever shall be permissible after award of contract.
3. Bidder should quote exactly as per the format specified in Schedule of Rates.