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Bid Document No. BGL/517/2020-21



BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

Hiring of Outsourced Manpower services for Projects IT & Finance positions for co-ordination of Projects at Hyderabad & Vijayawada.

UNDER OPEN DOMESTIC COMPETITIVE BIDDING

Bid Document No.: BGL/517/2020-21

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SECTION-7

SCOPE OF WORK



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1.0 INTRODUCTION:

Bhagyanagar Gas Limited ("BGL" or "the Company") is joint venture company promoted by GAIL (India) Limited and Hindustan Petroleum Corporation Limited in August 2003. BGL is operating CNG stations in Vijayawada, Hyderabad and Kakinada in the states of Telangana and Andhra Pradesh.

BGL is operating its CGD network including CNG stations and pipe lines (Steel & MDPE) in Hyderabad, Vijayawada and Kakinada.

2.0 SCOPE OF WORK:

The scope of work is to provide services on contract basis for PROJECTS, F&A & IT and other related departments at various locations of BGL as per the requirement. Designation of the posts and brief description of duties and responsibilities are as given below. However, final decision on handling of jobs rests with BGL.

- 2.1 The scope of Agency's Services shall be to provide different categories of Technically/Functionally qualified outsourced services as and when requested by BGL, to assist BGL in its Project/ F&A/IT services at Hyderabad & Vijayawada or at any other location as required by BGL.
- 2.2 The scope of Services may be increased or decreased by BGL at any time in accordance with the provisions of this Contract.
- 2.3 Agency understands that BGL is not bound or committed to utilize any specific number of the Agency"s services during the contract period, the requirements being purely on as and when required basis.
- 2.4 The tentative requirement of services required is mentioned in Annexure-A under different categories is indicative only and the actual services taken may vary from time to time as per the requirement of BGL.

2.5 Accommodation / transportation / medical:

The contractor shall make his own arrangement for the accommodation of his work force 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 workforce. The Contractor workforce may be transferred to other locations on rotation basis at the sole discretion of BGL requirements; for which no extra payment shall be paid during the entire contract period.

2.6 Discipline:

The Contractor shall be responsible for the discipline and good behaviour of all his work force deployed in the services contracted out and should any compliant be received against any of his employee; he shall arrange to replace such work force 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.

2.7 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 workforce / firm or Organization without prior permission of BGL.

2.8 Compliance of Laws:



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The Contractor deploying 20 (twenty) or more workforce 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 workforce 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 workforce of less than 18 years under this contract and the workforces 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 fie, safety, security and other operational rules and regulations by his workforce. Disregard to these rules by the contractor's workforce 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 these 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.

2.9 General:

The Support services shall be provided as per BGL requirement.

- i) The Contractor shall deploy required number of support services as per Scope of work in terms of the contract. In case required to meet BGL requirements, the Contractor shall augment the same as per direction of Engineer-in-Charge.
- ii) The Contractor is required to carry out all services as mentioned in the Scope of Services and
- iii) The Contractor shall allow weekly rest and daily working hours to his as per the Relevant Act / Law / and Rule made there under. However, no work shall be left incomplete / Unattended on any holiday / weekly rest.
- iv) Contractor shall provide Authorised representative to co-ordinate the services on daily basis and to interact with Engineer-in-Charge and deployed workforce.



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- v) The deployed by the Contractor for PROJECTS, F&A & IT services for and administrative functions should be sound relevant functional professional expertise for supportive services.
- vi) Contractor has to ensure the safety of man and equipment all the times. Damages of Equipment due to negligence will be recovered as per the decision of Engineer-in-Charge, which will be final.
- vii) Regarding work completion, the decision of the Engineer-in-Charge will be final and binding. viii) The Contractor shall make his own arrangements to provide all facilities like boarding and transport etc. to his workman.
- ix) All workforce of the Contractor entering on work premises shall be properly and neatly dressed and shall wear uniform, ID cards, badges while working on premises of the company including work sites.
- x) Contractor shall maintain proper record of his working employee's attendance and payment made to them. The existing BGL's Biometric system at service deployed locations shall be used to cross check the attendance and for certification of bill etc.
- xi) The Contractor's representative / supervisor shall report daily to the BGL Shift-in-Charge or EIC for day to day working.
- xii) 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.
- xiii)The rates quoted by the Contractor must be inclusive of all taxes, duties, Goods service tax, work contract tax and any other levies, contractor's share of P.F. and insurance charges, contractor's profit and any other expenditure etc.
- xiv) It will be the responsibility of the Contractor to pay as per the minimum wages as directed by RLC (Regional Labour Commissioner-Central) at any point of time in line with Minimum Wage Act 1948.
- xv) The services shall be provided in terms of shift pattern on the round the clock basis. The Contractor is responsible to provide effective and efficient services in all shifts and assure that there is no disruption in the services for want of any resources.
- xvi) All the jobs mentioned under scope of services shall be carried out as per sound engineering practices, work procedure documentation and as per the guidelines / direction of engineer- in-charge or authorized representative.

3. DURATION OF CONTRACT

The Agency shall provide the services for a period of twenty four months (24 Months) with effect from the date of issue of FoA or from the date specified in FoA / LoA, after which the term of services can be further extended up to one year, on the same rate, terms & conditions.



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4. PERFORMANCE OF SERVICES:

- A) Agency warrants that the workforce offered by it under the Contract will be qualified, experienced and capable of doing work Services mentioned in the contract and as per BGL"s requirement.
- B) The resources proposed to be deployed by the Agency should possess the requisite qualification and experience to the satisfaction of BGL. The contractor shall provide such credentials in proof of the same and obtain necessary permission before deployment.
- C) In case the Agency is not in a position to provide resources of suitable expertise from its existing bench / resource-bank, they may augment their talent pool at its own cost to meet the contract obligation. While doing so, the contractor may select candidates from across the country (through newspaper advertisement) on the Agencies payroll.
- D) If any of the services provided is reported to be not up to the mark in respect of performance / behavior / conduct, the Agency shall immediately withdraw him from the office / site of BGL and arrange for a suitable replacement immediately so that the work is carried out un-interrupted. No additional payment shall be made to the Agency for such replacement of service.
- E) In order to meet the job requirement, the workforces deployed by the Agency may be required to proceed to any location as part of the contract obligation.
- F) Agency shall forward to BGL a copy of the appointment letter issued to its workforce for deploying them in BGL on contract basis
- G) The requirement is on need basis and shall be intimated from time to time. The period of deployment shall initially as require by BGL from the date of joining duty. This could be further extended / reduced depending upon the requirement of the job. Provided further that the deployment of workforce shall be co-terminus with the completion of the project for which the workforce is deployed on contract basis or on completion of the contract period whichever is earlier.

5 HOLIDAYS AND WORKING HOURS:

The Agency shall deploy the required workforce to provide the requisitioned Services on monthly basis, unless requisitioned for a shorter duration. This workforce shall be entitled to one weekly off; to be scheduled by the Agency in consultation with BGL. Further, off shall also be allowed on National Holidays / Gazette Holidays applicable in BGL. They shall observe 8 hours of working per day, to be scheduled by the Agency in consultation with BGL. Generally, the working hours would be in accordance with those applicable to employees of BGL.

If required, the deployed work force sometimes, may have to work on holidays and / or for extended hours on working day on account of work exigencies. No extra compensation will be paid for such occasional additional work to work force posted at BGL Office(s).

6 PAYMENT FOR LEAVE PERIOD

For each contract work force BGL shall admit payment of absence @ 1.25 days per calendar month on account of leave sanctioned by the Agency. Cumulative basis, a maximum of 15 days over a period of 12 months, at the end of which such cycle for payment of leave period shall start afresh).

i) One day leave can be taken in two half day leaves.



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- ii) Leave cannot be accumulated for more than a year.
- iii) The leave will be granted by the Agency after obtaining the consent of EIC. Unauthorized absence shall be taken very seriously.
- iv) Leaves cannot be encashed and are to be availed before the end of calendar year.

BGL shall not be liable to make payment in respect of absence of any such deployed workforce for any reason whatsoever, save and except as provided in clauses 5&6 as above.

7.0 Proposed services:

The contractor has also to consider the financial liability towards special quarterly allowance while submitting the bid price. Such allowance to be released to work force on quarterly basis. These rates will remain fixed

No direct payment, whatsoever, shall be made to Agency's workforce by BGL.

S. No Department 1. F&A		Positions	Proposed Manpower Services		
	Hyderabad	Project Accountant	01		
2.	Project Coordination				
	Hyderabad	Project Coordinator	01		
3.	IT				
	Hyderabad	S.r IT/SAP Implementation Engineer	01		
4	Projects				
	Vijayawada	Projects Planning & Commissioning	01		
	GRAND TOTAL:		04		

- 7.1 The contractor has to pay Special Allowance as mentioned in SOR as applicable to the contract worker, which will be intimated by EIC based on experience and other factors of the worker to meet the salary fitment. These rates will remain fixed
 - No direct payment, whatsoever, shall be made to Agency's workforce by BGL.
- 7.2 SOR rates remain fixed. 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 quoted rates comply all applicable for Minimum wages revisions by Regional Labour Commissioner (Central), statutory taxes and duties during the period of contract.
- 7.4 The contract may be terminated at any time during the contract period without assigning any reason and by giving One Month notice to the contractor by the engineer-in-charge as per the requirement of BGL.

8.0 Inter City Travel:

Whenever there is any business requirement by BGL, the Contract workers may be required to travel from their city of work to another city. In such cases, they will be entitled to Bus/Sleeper train Fare and Lodging (if night stay is required). Hotel charges not exceeding Rs.1000/- per day. Same will be paid by the Contractor, which will be reimbursed on production of original bills.



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9.0 RELOCATION EXPENSE:

Generally, relocations shall not be carried out upon deployment of Agency workforce in a particular location. BGL shall not pay any relocation expenses to its hired workforce, in case he / she is relocated to other locations as required by BGL.

9.0 INITIAL MOBILIZATION / DEMOBILIZATION EXPENSES:

Agency shall be responsible for meeting all the expenses for mobilization and demobilization of its workforce including rail fare up to the office/project site at the time of joining duty and back on completion of assignment.

11.0 SECRECY

The work force deployed to work at any of the offices/ sites of BGL shall discharge their job with due sincerity & care and shall observe complete confidentiality in respect of all information, data, technical information/ knowledge pertaining to and / or owned by BGL and / or any party associated BGL in respect of the job in any capacity or relationship, and shall not disclose any such information, drawing, design, report, etc., in part or in full, to anybody without explicit authorization and / or instruction of Competent Authority / respective Controlling Officer of BGL. The Agency shall furnish an undertaking to this effect signed by each such deployed workforce, countersigned by the authorized representative of the Agency.

12.0 COMPLIANCE BY THE AGENCY & AGENCY WORKFORCE:

- 12.1 All drawings, documents, data, specifications, standards, manuals etc. issued or made available to Agency's workforce shall be used only for the performance of SERVICES as explained to the Agency's workforce and shall be returned by Agency's workforce to BGL without retaining any copies thereof.
- 12.2 Agency's workforce shall follow the applicable safety / security rules of BGL and be responsible for the security and protection of any of BGL's materials and equipment being used by Agency or its workforce in the performance of the SERVICES and shall take all reasonable precautions to protect such materials and equipment from loss or damage. AGENCY shall be held accountable for all such materials and equipment not consumed or used in providing the SERVICES.
- 12.3 Agency and its employees shall comply with BGL"s health, safety& security rules and regulations including any subsequent changes or instructions whenever applicable as may be issued from time to time concerning health, safety& security.
- 12.4 Unless otherwise specified in the Contract or agreed between the parties, Agency shall be solely responsible for and, where applicable, shall provide at its own cost and expense all facilities as may be required for its workforce to perform the SERVICES. Without prejudice to Agency's responsibility to ensure that each of its employees satisfies all statutory and other requirements to perform SERVICES assigned by BGL. BGL will, upon written request, provide such assistance to Agency's workforce deployed in BGL as may be reasonably required by them for arranging such facilities.
- 12.5 All medical treatment or hospitalization of Agency's workforce including medical examinations, vaccinations and inoculations shall be provided by Agency at its own cost and expense. The Agency is required to take, at its own cost, Medical Insurance of minimum Rs.1,00,000/- for each of their workforce



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- deployed in BGL. Agency shall submit copy of the documentary evidence to this effect (along with list of workforces) at the time of raising 1st invoice and whenever required by BGL. This provision shall be applicable for workforce not covered under Employee State Insurance Act, 1948.
- 12.6 Agency shall have no claim for extra payment nor shall be relieved from its obligation under the Contract as a result of any lack of knowledge as to the nature of the work site, local facilities, labour conditions and practices or similar matters affecting performance of the SERVICES.
- 12.7 If BGL so demands in writing, Agency shall promptly remove from the performance of SERVICES, at Agency's own cost, any of its workforce who are not cooperative, are careless or are not qualified to perform the work assigned to them or for any other reasonable cause. Agency shall, at its own cost, provide acceptable substitutes, if so, requested by BGL. If Agency desires to remove any of its workforce for any reason whatsoever, they shall do so only with prior consent of BGL, at its own cost and only after providing suitable substitute acceptable to BGL.
- 12.8 If it is desired to discontinue the SERVICES of any of workforce deployed by the Agency in BGL it will be so by giving two week advance notice on either side or by mutual consent. However, if discontinuance of any of Agency workforce is considered necessary for reasons of unsatisfactory performance / misconduct / disciplinary grounds, no notice shall be required. BGL may require replacement of such workforce by a competent workforce at the cost of the Agency. No payment for travel for going back, etc. shall be payable.
- 12.9 Agency shall keep full and detailed accounts and records of costs and charges relating to the Contract.

 APGDC shall have the right to examine during business hours at all places where SERVICES are performed or relevant information is maintained, any document, accounts, records, reports etc., which pertain to SERVICES in order to satisfy itself that (a) the charges made by Agency are properly computed in accordance with the provisions of Contract and
 - (b) Agency has complied with all agreed procedures.

13.0 PAYMENT TOWARDS SERVICES

- 13.1 In consideration of the SERVICES provided by Agency pursuant to the Contract, BGL shall pay to Agency such remuneration as is specified or computed in accordance with the provisions of Schedule of Rates. The contractor shall submit monthly RA bills and GST invoice in duplicate along with progress reports duly certified by Site Engineer and wage register, attendance register etc. (refer SCC Part III for detailed list of documents to be submitted along with RA bills) to EIC. Payment shall be released by Finance with in 15 days through e-banking. Final Bill should be presented with No Claim Certificate, No Dues Certificate, Site Clearance, Deviation statement and documents mentioned in SCC & Scope of Work.
- 13.2 The number of hours put in by Agency workforce shall be booked in BGL prescribed Time Sheets as instructed by BGL officers supervising the work who will approve the Time Sheets. Agency shall submit monthly invoice along with supporting documents including BGL approved time sheets, PF / ESI Challan (if applicable), GST payment Challan (if any), Proof of Payment made to the Agency's workforce. Payment shall be made by BGL within fifteen (15) days after receipt of invoice with complete documents.
 - Payment for part of the month will be calculated on pro-rata basis depending upon the actual days-worked in particular calendar month.



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- 13.3 All payments to Agency under the Contract will be made by direct transfer to a bank nominated by Agency and acceptable to BGL. Agency shall give the name of the bank and account number for the purpose of making payments by BGL.
- 13.4 The GST, as applicable, shall be reimbursed as per actual.

14.0 AGENCY'S REPRESENTATIVES, RECORDS AND REPORTS

- 14.1 Once the Contract comes into force, Agency shall designate a competent authorized representative acceptable to BGL to represent and act for and on behalf of Agency in all matters concerning performance of SERVICES and shall inform BGL in writing of the name and address of such representative. All notices, determinations, directions, instructions and other communications given to Agency"s authorized representative by BGL shall be deemed to be given to Agency. Agency may change its authorized representative by so intimating BGL in writing.
- 14.2 Agency shall maintain a record of the SERVICES performed, as well as of the workforce assigned to carry out the relevant SERVICES.

15.0 LIABILITY, INDEMNITY AND INSURANCE

- 15.1 Agency and its workforce shall exercise all reasonable skill, care and diligence in the discharge of their obligations under this Contract. Agency shall in any case of negligence or default on part of its workforce, be responsible for satisfactory performance or re-performance, as the case may be, of such SERVICES as are found to be defective, at no cost to BGL and without delay, whatever performance or re-performance of the SERVICE is required by BGL which is a result of error / default / negligence of its employees. Such liability / obligation shall remain in force for 6 months from the receipt of completion certificate from BGL.
- 15.2 Agency shall indemnify BGL, its employees and agents and hold them harmless from and against all claims, actions or proceedings brought or instituted against any of them by Agency's workforce or agents or any other party arising out or relating to the performance of the SERVICES by the Agency, for injury or death to its workforce and damage or loss to its property.
- 15.3 Agency shall indemnify BGL and hold it harmless from and against any liability for any accident, death or injury to Agency's employees or Agents and against any loss or damage to any property belonging to Agency, its employees or agents caused by BGL its employees or agents arising out of or in connection with the performance of the SERVICES and such indemnity and holding harmless shall extend to all costs, claims, demands and damages connected with such liability, loss or damage as aforesaid.
- During the performance of SERVICES hereunder, Agency shall take out, carry and comply with the applicable laws, regulations, standards and safety rules prevailing at the place of deployment, some of them as listed below:- Ensuring that appropriate insurance, as required by law exists for workman's compensation, employer's liability, public liability, motor-vehicle, third party and that adequate cover extending to the risk and events referred to in this clause covering all employees of Agency for statutory benefits as set out and required by local law in the area of operation or area in which Agency may become legally obliged to pay benefits for bodily injury or death. The Agency is required to take up Workforce Accident Insurance (GPAI) for each of their workforce deployed in BGL. Agency shall submit copy of the



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documentary evidence to this effective (along with list of workforces) at the time of raising 1st invoice and whenever required by BGL.

BGL shall have no responsibility whatsoever for any loss of or damage to any property or workforce effects belonging to Agency"s employees or agents. Without limitation to Agency"s obligations and responsibilities for the period of contract, Agency shall cause its insurers to waive rights of subrogation against BGL and / or BGL's Clients.

- 15.5 Agency shall submit the copies of insurance policies and make available to BGL for examination the original policies issued in compliance with this requirement.
- 15.6 All deduction or liabilities in excess of the indemnities provided under the insurances arranged by Agency as required hereinabove shall be to the account of and be paid by Agency.

16.0 SPECIFIC JOB DESCRIPTION:

No. of services required for each location is mentioned in detail and responsibilities of the service is same as mentioned below.

16.01 Works Responsibilities: Project Accountant

Following is the brief scope of work which is not limited to:

Duties and Responsibilities:

- Reconciling finance accounts
- Maintaining spreadsheets
- Credit control
- Preparing statutory accounts
- Cash allocation
- Sales order processing
- Managing daily post in and out
- Handling and writing cheques
- Receiving and processing all invoices, expense forms and requests for payment.
- Verifying calculations working with the Accounts system.
- Reconciliation of Direct Debit mandates.
- Managing petty cash transactions and as other works assigned by the reporting officer/ HOD.
- Any other works assigned by the reporting officer/ HOD.

Qualifications Accounting Diploma / Graduate/ Postgraduate with minimum 5+ years of experience in



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To do the above mentioned job contractor has to provide a minimum work force of 01 no. of Post Graduate/post graduate M.Com having minimum of 02-3 years' of experience in Accounting and relevant experience in various industries and in manufacturing, oil and gas sectors and these work force has to be paid in highly skilled category having experience of 2 years and 2 years and above other special Allowance applicable for fitment of salary as per the SOR.

SOR item no.2: Works Responsibilities: Project Planning & Commissioning Engineer

Following is the brief scope of work which is not limited to:

- Safe filling of LCV's with CNG and dispatch to the CNG stations.
- Ensure the smooth operation of CNG equipment.
- Execution of monthly maintenance schedules.
- Ensuring that daily checks of compressors are carried by AMC team.
- Resolving operational problems, ensuring safe operation.
- Checking of Calculation of Natural Gas stock value in mobile and storage cascades.
- Ensuring the DNQ is completed, follow-up of LCVs for optimization of trips and logging the breakdowns. Preparing list of PSVs in CGS and maintaining their calibration reports
- Checking and Signing of Daily reports, break down reports, log sheets of compressors submitted by AMC team.
- Updating of breakdown reports pertaining to compressors, Dispensers at Mother Station.
 Including their maintenance reports.
- Signing of Excise Gate passes for LCV dispatches.
- Ensuring that, compressor reading, Cascade pressure, Industry sale, Domestic sales, CNG sales are obtained and recorded.
- Preparing of DPR's, Accruals, SRRs, MRRs, GRV, Inspection reports.
- Safety and leak checks of LCVs in month and complying with the same and Preparation of reports.
- Correspondence with Service Providers in case of deficiency of Services and resolving the issues.
- Preparing outlet wise variation sheet on monthly basis.
- Preparing CGS reconciliation sheet and compressor inlet vs outlet variation sheet.
- Monthly checking of fire extinguishers, co2 flooding system, pump house motors, MCP and sprinklers and generating reports.



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- Monthly maintenance of MRS, DRS, SV stations and generating report.
- PNG complaints received and resolved in a month generate report monthly.
- Checking fuel consumption, flow, emergency trip points of compressors.
- Taking USM readings and comparing it with reliance readings and check variation.
- Handling of Emergency activities related to pipelines, any activities to related to CNG stations.
- Coordination with Local authorities and statutory bodies for getting necessary approvals for city gate station operations.
- Knowledge on safety aspects as per ASME, OISD, T4S, relevant standards required for CGD industry etc.
- Any other works which are not mentioned under scope but required for smooth operation and maintenance shall have to be carried out as per directions of EIC.
- Handling of Emergency activities related to pipelines, any activities to related to CNG stations
- Any other works which are not mentioned under scope but required for smooth operation and maintenance shall have to be carried out as per directions of EIC.
- Coordination with Local authorities and statutory bodies for getting necessary approvals for city gas pipe lines.

Qualifications Accounting Diploma / Graduate/ Postgraduate with minimum 5+ years of experience in

SOR item no. 3: Works Responsibilities of Sr. IT / SAP implementation Engineer:

No. of Posts : 01 BGL HO, Hyd : 01

Qualifications : Graduate in BE/B-Tech with 5 years of experience in the relevant

field

Duties and Responsibilities:

- Attending all calls for first level diagnosis to PCs, Laptops, printers, multifunction peripherals, Video conference, LAN, Biometric attendance monthly reports as and when required.
- Installation of SAP BUSINESS ONE server and client application, License administration, upgrading patches.
- Resoling Network Errors related to SAP Business One.
- Troubleshooting in printer related in SAP Business One.
- Call logging, attending, tracking, resolving and closure of the calls, regular reporting and documenting the activities carried out and resolution to concerned BGL officer.



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- Calls related to software issues, same have to be resolved including loading/updating & configuration of
 all standard packages provided by BGL from time to time on all the computers falling under the contract.
 Eg. Operating Systems with service pack, antivirus packages and its updates/patches, MS Office,
 Browsing Software, Printer drivers, and other packages decided by BGL.
- Help desk engineer will work for 7 days in a week, 8 hours per day.
- If any system is crashed, the system should be loaded with operating system and other software as provided by BGL and the system should be made fully operational.
- To have all drivers of the equipment covered under Helpdesk services and should be resolve calls pertaining to drivers problems.
- To provide support for meeting thru video conferencing and presentation equipment.
- Maintain and update regularly, the database of all IT assets at BGL and other locations covered under the
 contract (hardware/Software) by recording information viz., assets serial numbers, asset code, asset
 location, configuration details etc., weather assets is under warranty or AMC etc. This information must
 be readily available whenever required.
- In case of Hardware faults calls and any major hardware failures of printers, PCs, laptops etc. requiring replacement of parts at BGL cost

To do the above mentioned job contractor has to provide a minimum graduate having minimum of 05 years' experience in IT Support Service related activities of IT Companies, Service sectors or oil & gas, power plants, chemical industries and these work force has to be paid in Highly Skilled category having experience of 5 years,

SOR item no. 4: Works Responsibilities: Project Coordinator

Following is the brief scope of work which is not limited to:

- Using a variety of software packages, such as Microsoft Word, Outlook, PowerPoint, Excel, Access, etc., to produce correspondence and documents and maintain presentations, records, spreadsheets and databases.
- Booking rooms and Air travel conference facilities.
- Management of systems to maintain and update internal databases.
- Taking minutes and keeping notes.
- Liaising with staff in other departments and with external contacts.
- Organizing and storing paperwork, documents and computer-based information.
- Photocopying and printing various documents, sometimes on behalf of other colleagues and other related works as directed by reporting officers.
- Arrangement for meeting with external Officials
- Any other works which are not mentioned under scope but required for smooth operation and maintenance shall have to be carried out as per directions of EIC

Qualifications : Graduate/ Postgraduate with minimum 5+ years of experience in Officer Co-ordinating & Projects.

No. of Posts : 01



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BGL Hyderabad : 01

Qualifications : Graduate / Postgraduate M. Com with minimum 2+ years of

experience in Accounting



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Annexure-A

INDEMNITY BOND

WHEREAS M/s Bhagyanagar Gas Ltd (hereinafter referred to as COMPANY) which
expression shall, unless repugnant to the context include their legal representatives,
successors and assigns, having their Registered Office at 2nd Floor, Parisrama Bhavan,
TSIDC Buildin, Basheerbagh, Hyderabad - 04 has entered into a CONTRACT with 'name
of the contractor" Incorporated (hereinafter referred to as the ('CONTRACTOR') which
expression shall unless repugnant to the context include their legal representatives,
successors and assigns, having their Registered Office for Rs
for "NAME OF THE CONTRACT" for a period of" and on the
terms and conditions as set out, inter-alia in the Work Order No
-and various documents forming part thereof hereinafter collectively referred to as the
'CONTRACT' which expression shall include all amendments, modifications and / or
variations thereto.

COMPANY has also advised the CONTRACTOR to execute an Indemnity Bond in favour of COMPANY indemnifying it from all consequences which may arise out of any Case filed by any workers / Labours / vendors/ sub- contractors /partner etc. who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of COMPANY for above works , which may be pending before any court of Law including Quasi-Judicial Authority , Competent Authority , Labour Court , Arbitrator , Tribunal etc.. NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified COMPANY from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertakes to compensate to COMPANY forthwith, on demand, without protest the loss suffered by COMPANY together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with COMPANY that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of COMPANY arising from any such contract/case for which COMPANY has been made party until now or herein- after.
- (ii) This Indemnity Bond shall not be discharged / revoked by any change / modification / amendment / deletion in the constitution of the firm / contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the contractor.

The under signed has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

SIGNATURE	OF	· CONTRA	CTOR/AUTHORIZEI) REPRESENTATIVI
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Place:		
Date:		



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SECTION-8

SPECIAL CONDITIONS OF CONTRACT



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SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 GENERAL INFORMATION:-

BGL is in the business of inter alia of petroleum products & natural gas has emerged as a national leader in natural gas and as an international player in its field and has today achieved a profile & stature which have placed extraordinary demand on service requirements in order to meet which it is desirable that COMPANY engages a specialized agency to provide specialized services unconnected to is core activities of business.

- 1.1 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. Service descriptions
 - v. Instruction to Bidder
 - vi. General Conditions of Contract
 - vii. Indian Standards
 - viii. Other applicable standards
 - 1.2 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract whatsoever 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 with and into the CONTRACT so far as it may be practicable to do so.
 - 1.3 Where any portion of the General Condition 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 to the extent of such repugnancy, or variations, prevail.
 - 1.4 Wherever it is mentioned in the specifications 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 included cost of such performance and provisions, so mentioned.
 - 1.5 The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
 - 1.6 Non-familiarity with site condition and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.



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2. Failure in mobilizing resources:

If Service Provider fails to timely commence provision of all or any of the Services on the date specified by COMPANY (INDIA) LTD for such commencement, COMPANY (INDIA) LTD shall, without prejudice to any other right or remedy available to COMPANY (INDIA) LTD, be entitled to recover from the Service Provider by deduction from the invoice(s) of the Service Provider or Security Deposit or otherwise with respect to the Service(s) which are not commenced, liquidated damages as specified below which have been worked out and are acknowledged by the parties to be a genuine pre-estimate of the damage likely to be caused to COMPANY (India) LTD for each week of delay in commencement of any Service(s):

If the contractor is still not able to mobilise its resources then the contract will be terminated by giving a notice to this effect to the contractor without stipulating requirement of 30 day notice period to the contractor.

- 3. The total liquidated damages payable by and recoverable from the Service Provider for the delay in commencing any Service(s) shall not exceed 5% (five per cent) of the annualized price of Service(s) as specified in Scope of Work hereof in relation in which the delay has occurred.
- 4. It is recognized that there may be Deficiency in the performance by the Service Provider with regards to one or more of the Services required to be performed under the Scope of Work, the consequences whereof may not be quantifiable. With a view to discourage such deficiency in the performance of any Service(s) by the Service Provider, it is agreed that for each Deficiency as determined by COMPANY in any Service(s) to be performed by the Service Provider, COMPANY shall be entitled to a discount of Rs. 5,000/- (Rupees One Thousand only) per day in the price during the period of the contract subject to a maximum of 10% of total value of the contract. In addition, in case, there is any shortfall in services in terms of minimum requirement of man-days as mentioned in Scope of Work/SCC, based on the actual deployment of manpower, proportionate deduction towards wages shall be effected from the bills of the contractor.
- 5. Expression "**Deficiency**" shall mean a deficiency in the availability of services including deployment of minimum number of manpower as mentioned in the Scope of Work, quality or the efficiency of any Service (s) at any time as determined by COMPANY (whose decision shall be final and binding on the Service Provider), provided that prior to arriving at such a decision, COMPANY shall give the Service Provider a show-cause notice setting out the Deficiency or Deficiencies observed, and give the Service Provider an opportunity of 7 (seven days) within which to make a representation in respect thereof. If any such representation is made, COMPANY shall take cognizance of the same before taking a final decision.
- 6. The Service Provider shall maintain all the Reports, Returns, proforma and other prescribed documents as prescribed under all the applicable Labour Legislations and COMPANY shall have the right to satisfy itself in this regard at any point of time. Each default by the Service Provider shall entitle the COMPANY to recover from the Service Provider by deduction in the invoice(s) of the Service Provider or from the Security Deposit or otherwise a sum of Rs. 5,000/- (Rupees Five Thousand Only) per default.
- 7. If the Deficiency with respect to any Service(s) (but not in respect of all the Services), shall continue for such period or in such manner as to cause COMPANY to decide (COMPANY's



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decision in this behalf being final and binding on the Service Provider), COMPANY may, without prejudice to its right to price discount in respect thereof as provided herein above and without prejudice to its right to terminate the Contract hereof, terminate the Service(s) in respect of which the Deficiencies have occurred and get such Service(s) performed at the risks and costs of the Service Provider for a period equivalent to the unexpired period of the Contract hereof if COMPANY has given a written notice to the Service Provider of such deficiency (ies), and the Service Provider has not within 7 (seven) days of receipt of such notice taken steps satisfactory to COMPANY to rectify the Deficiency (ies).

- 8. "Service" shall comprise Scope of Work as attached.
- 9. "Location(s) shall be as defined in the Scope of Work.
- 10. **ENGAGEMENT**: COMPANY hereby engages Service Provider to provide the Services at the Locations and for the Period from dd/mm/yyyy to dd/mm/yyyy subject to the terms and conditions hereinafter specified.

11. MANDAYS:

- a) Minimum requirement of mandays: "number of mandays to be defined as per requirement and Scope of Work."
- b) Qualification and experience of manpower deployed: "to be defined as per requirement and Scope of Work."
- c) Service Provider shall ensure that his personnel deputed for or in connection with the provision of the Services shall be:
 - (I) trained, experienced and competent to do the jobs for which they are assigned.
 - (II) well dressed, well groomed, neat and tidy and presentable to a standard reasonably required for the particular Service(s) for which they are assigned, and where required, shall be equipped with and wear distinctive uniforms in keeping with their positions as will identify and distinguish them,
 - (III) polite, respectful and courteous to all persons with whom they deal/interact.
- d) Service Provider shall provide at all times such supervisory personnel as are required to ensure observance of and compliance with the provisions of sub-clause (a) above by the Service Provider's personnel deputed to the Location(s) for and/or in connection with providing Services pursuant thereto, for the distribution of work/job amongst such personnel and for controlling and supervising the performance of the works/ jobs by them, and for ensuring deployment of substitutes (if and when necessary), and to gauge and understand on a continuous basis the requirements of COMPANY in relation to the Services and to communicate with COMPANY's Personnel for the purpose, and to ensure due, timely and proper performance of the Services.

12. GATE/ ENTRY PASS OR AUTHORISATION:

Entry to the offices is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly entry for material/equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.

13. UNIFORM AND PERSONAL PROTECTIVE EQUIPMENT:

Service Provider shall ensure adequate supply of uniform and personal protective equipment as mentioned in the Scope of Work to technical personal deployed.



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STANDARD CONDITIONS OF SCC: PART I

a) Compliances under various Labour Laws:

The contractor has to fully comply with all applicable laws and regulations passed, modified and notified from time to time by the central, state and local government agencies/authorities. Specific attention of the contractor is drawn to the following obligations:

i. The Minimum Wages Act 1948:

- a) During the tenure of the contract, revision of minimum Wages not applicable. The rates have been taken in SOR are more than minimum wages.
- b) Wage period and monthly wages: Wage period shall be monthly and wages for a month will be calculated by multiplying daily rate of Minimum Wages by 26. The monthly wages include the wages of the weekly days of rest as applicable to the office/establishment of COMPANY. Deduction in case of any days of absence other than weekly days of rest shall be calculated using the following formula:

Deduction = days of absence x (monthly wages / number of days in the relevant month)

ii. Weekly off and Gazetted Holiday (GH):

Weekly off and GH shall be observed as applicable to the office/establishment of COMPANY.

iii. Leaves:

The Contractor has to comply with all the applicable provisions of Casual Leaves/ Earned leaves/ Leave with wages/ or any other kind of paid leave in terms of applicable labour legislations. The contractor has to consider the financial liability towards such leaves while submitting the bid price.

iv. The Payment of Wages Act 1936:

The contractor should disburse monthly wages through e-banking / digital mode through cashless transaction only, and avoid illegitimate deductions and maintained records /returns as prescribed. The contractor shall be solely responsible for the payment of wages and other dues to the personnel. if any, deployed by him latest by 7th day of the subsequent month in the presence of Engineer In-Charge or authorized representative. After disbursement of wages, the representative of the contractor and Engineer In-Charge/authorised representative have to certify the payment of wages to the contract workers and sign the Wage Register - Form B (under The Ease of Compliance to Maintain various Labour Laws Registers under Rules, 2017) with specific seal detailing name/designation/Company.

v. The Employees Provident & Miscellaneous Provisions Act 1952:

- a) The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952.
- b) The contractor has to ensure compliance and extend benefits under Employees' Provident Fund Scheme 1952, Employees' Pension Scheme 1995 & Employees' Deposit Linked Insurance Scheme 1976 to the contract workers deployed by him.
- c) The contractor should submit copies of *separate e-Challans / ECR*, in respect of contract workers engaged through this contract only, with acknowledgement from PF office, on a monthly basis. Common challans would not be acceptable in COMPANY.
- d) <u>PF is mandatory irrespective of number of contract labour deployed by him under this contract. PF is also mandatory even if the wage payment to the contract labour is exceeding the prescribed monthly</u>



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wage ceiling under EPF Act and in such case the liability of the contractor towards his contribution shall be limited to the prescribed monthly wage ceiling notified from time to time.

- e) In case the contractor deploys any "International Worker", the contractor should also make compliance under para 83 of EPF Scheme, 1952 i.r.o the "International Workers" and must register on the *International Worker Portal of EPFO*.
- vi. The Employees State Insurance Act 1948: (If applicable)
- a) The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948.
- b) The contractor has to arrange **Smart Cards** (i.e. **ESI Identity Card**) /e-**Pehchan Card** to contract labours engaged by him from the Corporation.
- vii. <u>A) The Employees Compensation Act 1923 and Medical Policy in lieu of ESI: (if applicable)</u>
 In case the WORK PLACE is out of the notified coverage area under ESIC i.e. ESIC is not implemented in the area **or** in case of excluded employees under ESIC, as applicable.

B) Group Personal Accident Insurance Policy:

The contractor to take a group personal accident insurance policy for the entire period of contract covering all contract labour deployed under the contract. The insurance premium charges for obtaining such policy shall be borne by the contractor with an annual premium @ 4% of monthly minimum wages (applicable at the start of contract).

viii. The Payment of Bonus Act, 1965: (If applicable)

Contractor to ensure payment of bonus as per the provisions of the Act

- ix. The contract should also fully comply with all applicable laws and regulations including, but not limited to the following legislations:
 - ➤ The Factories Act, 1948 and The Shops & Establishment Act, 1948;
 - ➤ The Maternity Benefit Act, 1961;
 - ➤ The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1979 & Building and Other Construction Workers Welfare Cess Act, 1996
 - The Inter State Migrant Workmen (RECS) Act 1979: (if applicable);
 - ➤ The Payment of Gratuity Act 1972.
 - ➤ In case of Death or permanent disablement of a Contract worker during execution of work under the contract, Contractor has to pay the GRATUITY as per provision under the Payment of Gratuity Act 1972 and submit proof of disbursement to claim reimbursement from COMPANY.

x. Contract Labour (R&A) Act, 1970:

- a. The contractor is required to obtain Labour license under the provisions of *Contract Labour* (*R&A*) *Act, 1970* from the office of Licensing Officer, Central Labour Authority, Ministry of Labor and Employment, Govt. of India having jurisdiction of the Region.
- b. The contractor shall discharge obligations as provided under Contract Labor (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
- c. The Contractor shall ensure regular and effective supervision and control over the deployed contract workers and give suitable direction for undertaking the Contractual Obligations and meeting all the required statutory obligations.



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- d. The contractor is solely responsible for payment of wages to each worker employed by him as contract labour and such wages shall be paid before the expiry of such period as may be prescribed.
- e. It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the authorized representative of COMPANY i.e. Principal Employer.
- f. In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then COMPANY, as Principal Employer, will make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.
- g. Registers/document to be maintained by the contractor:
 - i. Employee Register in FORM A
 - ii. Wage Register in FORM B
 - iii. Register of Loan / Recoveries in FORM C
 - iv. Attendance Register in FORM D
 - v. Register of rest/leave/leave wages in FORM E
 - vi. Copies of Wage Slips in FORM XIX.
 - vii. Copies of Employment Card in FORM XII
 - viii. Online Returns

b) Additional Responsibilities of the Contractor:

- i. The contractor shall be solely responsible and indemnify the COMPANY against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- ii. The contractor shall indemnify COMPANY against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.
- iii. The contractor hereby agrees to indemnify owner / COMPANY and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against owner/COMPANY.
- iv. The contractor shall also indemnify COMPANY for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- v. All personnel deployed by the contractor should be on the rolls of the contractor.
- vi. No contract worker below the age of 18 years and above age of 58 years shall be deployed on work.
- vii. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of COMPANY while at the site/work. His Work/Services will be supervised by the supervisors of contractor. Contractor has to be strictly adhering to guidance, instruction whenever required. A copy of the work order should be with the Security Department for facilitating the movement of men, machine and materials involved in the contract. At no point of time COMPANY official should issue requisition to the Gate for movement of labour.



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viii. Police verification:

- a) The Contractor/Agency (including his sub-contractors/Petty Contractors etc) will undertake police verification in respect of the contract workers engaged by him in COMPANY's premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.
- b) Further, the Contractor/agency is advised not to deploy any person having past criminal record in the establishment/premises of COMPANY under this contract awarded to him.
- c) In the event of violation of above clauses at (a) and (b), the contractor/agency will be solely responsible for this.
- d) If any such worker having criminal record is deployed by the Contractor/Agency in the premises of COMPANY and has come to the notice of COMPANY at any point of time, he will be removed by the Contractor/Agency forthwith, failing which that particular worker of the Contractor/Agency will not be allowed to enter into the premises of COMPANY.
- ix. While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc is violated.
- x. All existing and amended safety / fire rules of COMPANY are to be followed at the work site.
- xi. In case of accident, injury or death caused to the contract workers while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify COMPANY from such liabilities.
- xii. The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined the deployed contract workers from a civil Govt. doctor.
- xiii. No contract workers or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner / COMPANY will terminate the contract immediately and may refer the case to police.
- xiv. While engaging the contractual manpower, the contractor is required to make efforts to provide opportunity of employment to persons belonging to Schedule Caste, Schedule Tribe and Other Backward Caste in order to have a fair representation of these sections.
- xv. The Contractor to maintain all Registers and other records in an office within the precincts of the work place or at a place within a radius of three kilometers.
- xvi. Contractor shall provide proper **Bio-metric Employment cards** (FORM **XII**) for the contract labour to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor.
- xvii. Contractors are required to install **Access Control System** at their own cost to regulate the entry and exit of the contract labour deployed by them as a security measure only.



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STANDARD CONDITIONS OF SCC: PART II

A. Maintenance of records and registers:

The Contractor is required to maintain statutory records and registers for applicable labour laws as prescribed under the following rules:

- (i) Ease of Compliance to Maintain Registers under the various Labour Laws, 2017
- (ii) Rationalization of Forms and Reports under Certain Labour Laws Rules, 2017

B. <u>Documents to be submitted by the Agency/contractor to Engineer In- Charge at various stages during the currency of the contract:</u>

1. <u>Immediately after issuance/receiving of Letter of Intent (LOI):</u>

- a) Details as required for issuance of FORM VII (Notice of Commencement of Work)
- b) Application for issuance of **FORM –III** (**Form of Certificate by Principal Employer**) for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers
- c) Copy of **FORM VI** (**License**) before commencement of work if 20 or more contract workers are engaged.
- d) Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
- e) Copy of Employee State Insurance Registration Certificate issued by concerned ESIC. Where ESI Act is not applicable, copy of Insurance Coverage under Employee Compensation Act, 1923 of appropriate value.
- f) Copy of Labour Identification Number (i.e. LIN) Registration done in Shram Suvidha Portal of Govt. of India.

2. At the time of submission of monthly bills:

- a) Copy of **Employee Register in FORM A** (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017)
- b) Copy of **Wage Register in FORM B** (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) duly certified by <u>authorized representative</u> of the contractor and <u>authorised person</u> in COMPANY certifying as "Certified that the amount shown in the column No. ---- has been paid to the workman concerned in my presence on----(date) at -----(place)" along with copy of bank statement duly certified by bank as proof of Cashless Transaction / Payment of wages through e-banking/digital mode.
- c) As a part of compliance and proof of depositing Provident Fund, EDLI and ESI contributions the contractor shall submit copies of the *Separate eChallans / ECR*, bank receipts/bank statement in respect of contract workers deployed by them in COMPANY in the previous month in this contract. The documents should also contain details of contract workers, PF account No., ESI No., contributions of contract workers and employer etc.
- d) Dully filled in "**Proforma-PFD**", as per *Annexure-I*



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3. At the time of closure of contract:

- a) **Indemnity Bond** of Rs. 100/- duly notarized from Notary indemnifying COMPANY from all liabilities w.r.t. the contract labour engaged by the contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other statutory payments. Performa Indemnity Bond is enclosed at *Annexure-II*.
- b) Copy of the Wage Register in FORM B for the last month.
- c) Copies of Service Certificates issue to contract labour in FORM VIII
- d) Copy of the ECR related to EPF and ESIC Compliance in respect of Contract labour.
- e) Details as required for issuance of **FORM VII** (**Notice of Completion of Work**)

C. Verifications of bills and documents submitted by the Contractor:

Before making payment of the bill/invoice of the Contractor, the appropriate authority (i.e. Payment Making Authority etc.) in COMPANY, shall verify from the ECRs of PF/ESI, through respective web portals, the detail/status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect COMPANY shall take appropriate action against the Contractor.



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Annexure-I
Proforma -"PFD"

	of the Firm/Ag	gency/Contractor		Na	ture of Contract
Job/S	ervice				
Postal	address of the Con	ntractor :			
Phone	No. of the Contra	ctor :			
Fax N	o. of the Contracto	or :			
Addre	ess of PF or	ffice from where EPF	Code 1	No. has	been allotted
EPF (Code No. allotted b	y PF office :			
		from where ESI Code No. has			
ESI C	ode No. allotted by	y ESIC office :			
Period	d of Contract: Fron	1to			
(a) Ex	ktension Period of	Contract, if any From	_to		
(b) Pl	ace where contract	workmen are working			
Labor	ır License No	dtd			
		ur License Fromt			
Detail	s of Deposition of	contribution towards EPF			
Detail	s of Deposition of	contribution towards ESI			
	=	Amount	Date		
		ir engaged by the contractor:			
	Category	No. of Workers		evailing ages	Minimum
				0	
	Unskilled				
	Unskilled Semi-skilled				
	Semi-skilled Skilled				
	Semi-skilled Skilled Highly skilled				
Whetl	Semi-skilled Skilled Highly skilled Total	nt / agreement has been entered		ontract wo	rker for extending
	Semi-skilled Skilled Highly skilled Total ner any arrangemen	nt / agreement has been entered e Migrant Workmen (RE&CS)	d with any c		_
benefi	Semi-skilled Skilled Highly skilled Total ner any arrangements under Inter-state	e Migrant Workmen (RE&CS)	d with any c		`
benefi	Semi-skilled Skilled Highly skilled Total ner any arrangements under Inter-state	· ·	d with any c		_
benefi	Semi-skilled Skilled Highly skilled Total ner any arrangements under Inter-state	e Migrant Workmen (RE&CS)	d with any c		_
benefi If yes	Semi-skilled Skilled Highly skilled Total ner any arrangements under Inter-states, No. of such Inter-	e Migrant Workmen (RE&CS)	d with any c Act, 1979:	(Yes	/ No)
benefi If yes	Semi-skilled Skilled Highly skilled Total ner any arrangements under Inter-states, No. of such Inter-	e Migrant Workmen (RE&CS) state Migrant Workers:	d with any c Act, 1979:	(Yes	/ No)
benefi If yes SIT jayawad	Semi-skilled Skilled Highly skilled Total ner any arrangements under Inter-states, No. of such Inter-	e Migrant Workmen (RE&CS) state Migrant Workers: ON: - The requirement is for	d with any c Act, 1979:	(Yes	/ No)



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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 and the contractor must do so as per BGL's requirement. The Minimum value of work will be as mentioned in the **SOR**.

4.0 CONTRACT PERIOD:-

The Contract shall be Valid for a Period of Two years from the date of Issue of work order (or) the letter for deployment from BGL's EIC.

5.0 EXTENSION OF CONTRACT:-

The contract may be extended for a maximum period of 06 months at same rates, terms and conditions subject to discretion of BGL after completion of contract period.

6.0 DEPLOYMENT SCHEDULE/ MOBILIZATION:-

- 6.1 The contractor shall mobilize the services within 07 days from the date of issue of work order or intimation from EIC; at this own expenses and no extra payment on such expenses shall be entertained.
- 6.2 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.

7.0 VALIDITY OF QUOTED RATES:-

The Rates Quoted shall remain valid for the entire period of Contract and no escalation whatsoever shall be permissible after award of the contract except statutory variation due to GST. Any other taxes and duties including the Minimum wages during the entire period are inclusive in the rates quoted by the party and it shall remain firm for the entire period of contract.

The contract may be terminated at any time during the contract period without assigning any reason and by giving **One Month notice** to the contractor by the engineer-in-charge as per the requirement Of **BGL**.

8.0 TAXES AND DUTIES:-

- 9.1 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.
- 9.2 The contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties 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.

10.0 PAYMENT TERMS:-

10.1 Monthly running account bills in triplicate along with the proof of deposition of employee & Employer's PF contribution, ESI, Goods & Service Tax payments to be submitted by the contractor for certification by Engineer-In- Charge. The bills are to be duly certified by



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Engineer-In-Charge or a person authorized by him. Payment would be released by our Finance Department within 15Days from the date of submission of acceptable & duly signed (by EIC) Bills.

- 10.2 All taxes, duties levies shall be deducted from the bill as per the applicable rules, regulations and Amendments of the Government
- 10.3 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.
- 10.3 Contract Performance Security (SECURITY DEPOSIT)

The Contractor shall furnish to the Employer, within 30 days from the date of notification (FOI, LOI, LOA, WO) of award, a security of 3% of annualized Order/ Contract Value excl. of taxes & duties.

Contract Performance Security which will be valid for 90 days beyond the contract expiry date shall be refunded after the Defect Liability Period. GCC clause 2.13of Contract Performance Security shall be followed.

Defect Liability Period (DLP) is 3 months from the date of completion of the contract.

11.0 PRICE REDUCTION SCHEDULE (PRS)

- 11.1 The Contractor shall Provide Minimum number of services per month as specified in 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. Further, vendor to follow the Penalties (if any) mentioned in Scope of Work / SCC.
- 11.2 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.

12.0 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.

13.0 SAFETY & SECURITY

The contractor shall provide proper cotton dresses (Uniform), safety shoes and to technical staff and provide safety kit as per requirement. No contractor's personnel shall be allowed on duty without wearing applicable Safety gears. Contractor should also ensure police verification of the personnel before deploying them. The same is to be submitted along with the Bio-data.

The contractor shall provide signed photo identification cards for his personnel to be deployed with in **BGL'S** premises. The contractor shall obtain proper gate passes for men/ materials from BGL's Security department.



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14.0 THE ENGINEER –IN-CHARGE/ 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 currency of this contract, BGL can increase and/or decrease the number of the services to meet the work 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.

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.

 (a) EPF Challan No. _____Amount _____ Date_____

SIGN	IATURE	OF (CONTRACT	OR/AUTHORIZED	REPRESENTA	NTIVE
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Place: Date:



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Annexure-II

INDEMNITY BOND

WHEREAS COMPANY(India) Limited (hereinafter referred to as COMPANY) which expression
shall, unless repugnant to the context include their legal representatives, successors and assigns, having
their Registered Office at 2 nd floor, Parishram Bhavan, Bhaseerbagh, Hyderabad -500004 has entered
into a CONTRACT with 'name of the contractor" Incorporated (hereinafter referred to as the
('CONTRACTOR') which expression shall unless repugnant to the context include their legal
representatives, successors and assigns, having their Registered Office for
Rsror "NAME OF THE CONTRACT" for a period of" and on the terms
and conditions as set out, inter-alia in the Work Order Noand various
documents forming part thereof hereinafter collectively referred to as the 'CONTRACT' which
expression shall include all amendments, modifications and / or variations thereto.

COMPANY has also advised the CONTRACTOR to execute an Indemnity Bond in favour of COMPANY indemnifying it from all consequences which may arise out of any Case filed by any workers / Labours / vendors/ sub- contractors /partner etc. who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of COMPANY for above works , which may be pending before any court of Law including Quasi-Judicial Authority , Competent Authority, Labour Court , Arbitrator , Tribunal etc..

NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified COMPANY from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertakes to compensate to COMPANY forthwith, on demand, without protest the loss suffered by COMPANY together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with COMPANY that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of COMPANY arising from any such contract/case for which COMPANY has been made party until now or here-in-after.
- (ii) This Indemnity Bond shall not be discharged / revoked by any change / modification / amendment / deletion in the constitution of the firm / contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the contractor.

The under signed has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

	SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE
Place: Date:	
Date.	



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SOR Break-up

Rate of Minimum Wages and since the date: 01.10.2020							
	Location High Skilled						
Minimum	Minimum						
Basic HYD 845							
	777						

	Cot	Category -		
Category	High-Skilled (01 no)	egory -A Are High- Skilled (01 no)	High- Skilled (01 no)	BArea High-Skilled (01 no)
Dept:	F&A	Proj-HYD	Sr.IT/SAP	Proj-VJA
Basic day Wage	1368	1253	1183	1168
Wage (26 days) *	35573.82	32566.1 3	30758.00	30365.63
EPF (13%) on 15000/-	1950.00	1950.00	1950.00	1950.00
ESI(3.25%)	0.00	0.00	0.00	0.00
Bonus(8.33%)	0.00	0.00	0.00	0.00
EL 1.25 days per Month	1710.28	1565.68	1478.75	1459.89
Total in Rs.: (A)	39234.10	36081.8 1	34186.75	33775.51

Not e:

a) ESI Not Applicable for Basic wage above 21000/-

- b) Bonus not applicable for Basis wage above 21000/-
- c)Employer has to take insurance as per Work man Compensation Act and claim actuals separately



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SECTION-9 SCHEDULE OF RATES



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SCHEDULE OF RATES (SOR)

SUBJECT: Hiring of administrative, IT and Marketing support services for BGL at Hyderabad, Vijayawada & Kakinada

SO R. No	Description of Item	Job Location	Esti mate d Qty	Man month s (A)	иом	Unit Rate (Rs.)	Total amount for 24 months (Rs.) (A*D)
	Hiring of Project, O&M, F&A and IT supporting services for BGL in Hyderabad and Vijayawada locations as follows:						
1	Project Accountant	Hyderabad – A	1	24	Months	39,234.10	9,41,618.50
2	Project Coordinator	Hyderabad – A	1	24	Months	36,081.81	8,65,963.45
3	Sr.IT / SAP implementation Engineer	Hyderabad – A	1	24	Months	34,186.75	8,20,482.00
4	Project Planning & Commissioning Engineer	Vijayawada -B	1	24	Months	33,775.51	8,10,612.29
	Total (Rs.) (A)		4				34,38,676.23
				Service	Charge @	%, Rs. (B)	
	GST @ %, C=(A+B)*GST %						
Total Estimation value for 4 no's for the period of 24 months, D = A+B+C							

Notes:

- 1) Evaluation & award shall be done on overall least cost basis to BGL on L1 PARTY.
- 2) 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 except statutory variations in GST.
- 3) Bidder should quote the (SERVICE CHARGES) exactly as specified in Schedule of Rates.