



BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

**Tender for Operation and Comprehensive Annual
Maintenance Contract (AMC) of Delta Make
Compressors of BGL in Hyderabad & Vijayawada.**

UNDER OPEN DOMESTIC COMPETITIVE BIDDING

Bid Document No.: BGL/510/2020-21

VOLUME-II of II

CONTENTS

VOLUME II OF II

Section 7	:	Service Requisition.
Section 8	:	Scope of Work.
Section 9	:	Special Conditions of Contract.
Section 10	:	Schedule of Rates / Price Schedule.



BHAGYANAGAR GAS
LIMITED

**Tender for Operations and Comprehensive Annual
Maintenance Contract (AMC) of Delta Make
Compressors of BGL in Hyderabad & Vijayawada.**

Bid Document No. BGL/510/2020-21

VOLUME II
OF II

SECTION 7

SERVICE REQUISITION

Service requisition for Comprehensive AMC of Delta Compressors

Location wise details

S.No	Station name	Make of Compressor	Proposed Period (Months)
	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.		
Hyderabad			
1	M/s. Hi-tech filling station , Hafeezpet	DELTA	24
2	M/s. Sainath Service station , Vanasathalipuram	DELTA	24
3	M/s. Sri Venkateswara Filling station , Balanagar	DELTA	24
4	M/s. Janatha Service station, Hassannagar	DELTA	24
5	M/s.Rajashree service station, Bahadurpura	DELTA	24
Vijayawada			
1	M/s. Basaveswara Filling station, Ajithsingh nagar	DELTA	24
2	M/s. GSR Vana durga Filling station, Gollapudi	DELTA	24
3	M/s. Prakash Auto Fuels, Autonagar	DELTA	24
4	HSD F/S, Prasadampadu	DELTA	24



BHAGYANAGAR GAS
LIMITED

**Tender for Operations and Comprehensive Annual
Maintenance Contract (AMC) of Delta Make
Compressors of BGL in Hyderabad & Vijayawada.**

Bid Document No. BGL/510/2020-21

VOLUME II
OF II

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. 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

Bid Document No. BGL/510/2020-21

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 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.

- 7. 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 direct 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).

7.1 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.

8. Contract Repatriation and termination

Bid Document No. BGL/510/2020-21

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 Two days' 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.

9. Compensation for non-fulfilment of obligation under 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,

Break-down penalty would be applicable as follows:

- For Shutdown restored beyond 4 hours upto 08 hours – Rs 10000/-.
- For Shutdown restored beyond 8 hours upto 16 hours – Rs 15000/-.
- For Shutdown restored beyond 16 hours upto 24 hours – Rs 18000/-.
- For Shutdown restored beyond 24 hours upto 32 hours – Rs 20000/-.
- For Shutdown restored beyond 32 hours upto 40 hours – Rs 30000/-.
- For Shutdown restored beyond 40 hours upto 72 hours – Rs 40000/-.
- In case there is a continuous breakdown beyond 72 hours upto 15 days, 50% of monthly maintenance charges excluding operational part (30% of Lump-sum Charges) will be deducted.
- In case there is a continuous breakdown beyond 15 days, no maintenance charges will be paid. Only operational charges (i.e, 30% of Lump-sum Charges) may be payable at the sole discretion of Engineer-in-charge.

Maximum penalty would be applicable 100% of Maintenance Part (i.e, 70% of Lump-sum Charges) on monthly net invoicing amount of one unit.

10. Contractor's responsibility:

The Contractor shall depute his Supervisor / O&M In charge for supervision of the services to receive instructions from Engineer-in-Charge or his representative. 12. Employment liability of contractor: The Contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him in the presence of the Company's representative. The Contractor shall be directly responsible and indemnify the company against all charges, claims, dues etc. arising out of disputes relating to the dues and employment of personnel deployed by him. The Contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor. The Contractor shall ensure regular and effective supervision of the personnel deployed by him. The Contractor shall be liable for making good all damages / losses arising out of loss or theft of each handled, leakage, pilferage of any office,

furniture equipment fitting and fixtures what-so-ever as may be caused directly or indirectly by the engaged persons through him / work carried out by them.

11. General

The operation & maintenance services shall be provided on round the clock basis.

- 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 and around the clock
- 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 except Goods service tax (GST). GST to be quoted separately as specified in the SOR.

Bid Document No. BGL/510/2020-21

- 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 maintenance services shall be provided on round the clock basis. The Contractor is responsible to provide effective and efficient services round the clock and assure that there is no disruption in the services for want of any resources. Contractor has to deploy the maintenance immediately to attend the breakdown as per the EIC / SIC instructions.
- o. 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. Site in charge shall always be available 24 hours on Mobile Phone.
- p. 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.
- q. 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.

12. Operation & Maintenance of compressor packages during contract period

- a. All OEM spares, required for carrying out the operation and maintenance of the complete compressor packages during the contract period, including periodic, breakdown maintenance for continuous and uninterrupted operation of the compressor packages shall be supplied by the contractor at free of cost to the owner.
- b. The Contractor shall have to keep / supply all the consumables such as lubricants, coolant etc. required for carrying out periodic, breakdown, emergency maintenance etc. of the package so as to minimize the down time of the compressor.
- c. All tools, tackles and fixtures required for carrying out the above maintenance of the compressor shall be in scope of the Contractor. The scope will also include handling equipment like crane, forklift, chain pulley block etc. required during the any maintenance activity.
- d. Any expert services required from principal company or OEM shall be arranged by the Contractor or his agent at his own cost. All arrangements like phone, fax, computer, internet etc. required for correspondences with above personnel shall be arranged by the Contractor.
- e. The periodic maintenance required to be done as per OEM recommendation shall be taken up promptly. The Contractor shall provide the detailed preventive maintenance schedule along with
 - i) Estimated down time required for each type of maintenance schedule.
 - ii) List of spares and their quantities required for each type of maintenance schedule per compressor.
 - iii) Type and number of man days required for each type of maintenance schedule per Compressor.

- f. The Contractor shall use only OEM's certified spares during maintenance. In case, the schedule maintenance of the OEM manual recommends checking and replacing parts like valves, regulators, hoses, piston rings etc. after certain time interval, same shall be replaced or used further only on approval from the BGL representative. However any untoward consequences for non-replacement of such parts shall be the responsibility of the Contractor.
- g. All routine and periodic checks / inspections required to be done as per OEM recommendation shall be done by the Contractor. Instruments required for above inspection like vernier calliper, micrometer screw gauge, fill gauges, bore gauge etc. shall be in scope of the Contractor and these instruments shall be calibrated every year.
- h. The Contractor shall submit a copy of the daily / weekly / fortnightly / monthly / bio-monthly / quarterly and yearly performance report to the EIC in both soft and hard form. All stationery like log books, maintenance reports including the printed material shall be in scope of the Contractor.
- i. All the maintenance / inspection job carried out by the Contractor shall be recorded and the report of the same shall be jointly signed by BGL representative.
- j. The EIC will be final authority to take decision with regards to maintenance or replacement of spares or any disagreement between the Contractor and BGL, during the execution of the contract.
- k. The Contractor shall carry out calibration of gas detectors and flame detectors every six months or earlier as per requirement or instruction of EIC of BGL. Also yearly calibration of all the instruments such as pressure gauges, transmitters, switches, mass flow meters etc shall be in the scope of the Contractor. In addition to the above all safety relief valves, gas detectors, Flame detectors shall also be tested and calibrated every year.
- l. Calibration shall be done from government-approved laboratories and shall be carried out at least 15 days prior to the calibration due date. Contractor has to submit the lube oil testing reports and drained oil has to be tested and records of the same have to submit to BGL.
- m. The periodic maintenance required to be done as per OEM recommendation shall be taken up promptly. The Contractor shall plan such maintenances during non peak hours and in consultancy with the EIC of BGL. Any maintenance that needs to be taken up shall be well planned in advance with due approval of the EIC. The scope shall include preparation of maintenance schedule for carrying out the maintenance during the contract period.

Brief Scope of Work:

1. Equipment under AMC

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

Sr. No.	Name of Equipment & Make	Model & Brief Specification
1	Variable / Online compressors of make DELTA.	IODM-70-3-19 model & IODM -70-3-19 (BD) of 600 SCMh capacity

Other accessories like Variable Frequency Drive (VFD), UPS, Radiator with motors and pumps, Air Compressors, Control panels, Co2 flooding system, all connected electrical and instrumentation cables etc. related to the Delta Compressor packages.

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

The functions and responsibilities are listed below:

- To function as an integral member of the BGL O&M coordination team.
- Interface with Contractor / BGL on all equipment and system issues mobilize any Contractor / BGL resources required for scheduled or unscheduled maintenance.
- Assist BGL personnel with development and implementation of sound operating and maintenance strategy and procedures, including corrective action guidance.
- Assessments of consumables, operational and maintenance spares, OEM services etc. Maintain spares inventory well in stock to avoid any uninterrupted operations on round the clock basis.
- Responsible for maintenance of Variable Frequency Drive (VFD), UPS is part of AMC.
- Provide reports as per BGL O&M practices.
- Conduct training programs for upgrading O&M resources, participate in all Contractor / BGL sponsored safety trainings.
- Collect and provide data as deemed necessary by BGL to analyze equipment performance.
- Responsible for performing all routine, breakdown & scheduled maintenance activities during O&M.
- Monitor the performance of equipment's.
- Monitor all essential parameters of the running equipment and report any discrepancy in operational parameters.
- Responsible for log book data capturing, minor maintenance activities, safety of equipment's for safe operations.
- Periodically (In every one year) Calibration of FD & GD. If Contractor failure to calibrate the FD&GD in every one year, shall attract penalty of Rs. 500/-. Per each noncompliance.

Maintenance team shall be made available for work on 24 Hrs. basis.

3. Scope of work – Operation & Maintenance

3.1 Spares & Consumables

All Spares and Consumables like Frame oil, Air Compressor lube oil, Coolant, DM water, Gear box oil, Grease etc. will be in Contractor scope during the Comprehensive AMC period. BGL shall approve the installation of OEM equivalent spares; however, contractor should submit all the technical details of equivalent spares to the concerned EIC prior to installation for approval.

Bid Document No. BGL/510/2020-21

Motor, PLC, CO2 Flooding system, VFD, UPS and all cables like Instrumentation/Power cables etc are in Venders scope.

3.2 Tools & Tackles.

One set of conventional Mechanical & Electrical general tools and special tools required if any for maintenance job shall be provided by Contractor.

3.3 Special Services

- Contractor shall arrange calibration of all the instruments which are installed in the package annually after necessary approval from BGL and contractor has to replace the calibration failed instruments.
- Contractor shall arrange filling of Co2 cylinders yearly, however the flooding system function check with discharging the Co2 shall be carried once in a year and recorded. Also, the vender must conduct the hydro test of each CO2 cylinder as per the instruction EIC, If the vender is not able to complete the same within one month from the date of intimation of EIC, will attract a penalty of Rs. 500/- per package per month.
- Contractor shall arrange visit of vendor representative for package routine maintenance depending on site requirement. Services like inspection, breakdown, top / major overhauls shall be taken care by contractor.
- Contractor shall arrange welder / plumber/ NDT team when required with material if required.
- Contractor shall arrange Panel vendor / Software programmer visit when required with parts if required.
- Contractor shall provide all necessary lifting equipment.
- Contractor shall provide all necessary facilities of any additional repair, welding, testing, calibrations etc.
- OEM services if required for any Overhauls.
- Maintenance of the instruments, transmitters, controls, switchgear within the battery limit.
- Contractor shall provide First Aid box at site. Failure to comply/avail with HSE requirements shall attract penalty of Rs. 500/-. Per each noncompliance.
- Contractor shall provide painting of canopy and equipment's annually / as and when required.
- Contractor shall supply electrical system / panel which are damaged in case of power failure.
- **Operator:** The Bidder shall deploy competent operator for the running and supervision of Delta Compressor. Non-deployment or non-availability of Operator will attract a penalty of Rs. 500/- per day.
- Failure to comply with HSE requirements like PPE of Operator and technicians shall attract penalty of Rs. 500/-. Per each noncompliance.

3.4 Additional Services

Contractor shall provide any additional service that may be required, using the expertise and technology of OEM services and should provide a detailed inspection report.

3.5 Scope for AMC Activities

Contractor shall depute site personnel as enlisted above for carrying out the AMC of the Booster compressor packages and Dispensers.

Uninterrupted service shall be provided round the clock including Sundays and other holidays throughout the contract period. Contractor shall advise the schedule / predictive maintenance that need to be carried out and BGL will provide reasonable time period to carry out such work.

Technician's activities are as detailed below:

1. All annual O&M spare parts (regular / breakdown / overhauling) will be in the scope of Contractor.
2. Round the clock trouble free and safe operation and maintenance of the following equipment as per laid down operating procedures
 - a) Gas compressors, Electric motor, Cooling system, Overhead makeup coolant tank, Gas line with in the battery limit, Valves etc.
 - b) Instrumentation – PTs, TTs, PGs, FTs, Electronic panels, Control valves, PSVs etc.
 - c) Electrical panel, Radiator system, Air compressor system and Co2 flooding system.
3. Upkeep of all operational and maintenance records and everyday logging of all the critical parameters of equipment, hours run and any specific maintenance / repairs carried out including material / spares consumed.
4. Continuous vigil on the condition of running equipment.
5. Preventive maintenance schedule of all the equipment to be followed religiously using genuine OEM / OES spares and to be recorded in logbook.
6. Fault finding and troubleshooting of the equipment are carried out and maintain the record of it.
7. Schedule maintenance shall normally be carried out by interacting with Engineer in charge during day time general shift, however routine checks and maintenance to be carried out on round the clock.
8. Upkeep of equipment shall be taken up immediately after completion of maintenance or a repair and area shall be kept neat and clean. The waste generated during maintenance shall be dumped in a designated area with in the CNG station.
9. Provide the quality and adequate quantity of lubricating oils and cleaning agent as per OEM recommendations.
10. Coordinate calibration of the instruments and maintain records.
11. MIS duties – all Checklists, DPRs, Monthly reports miscellaneous correspondence regarding resource requirements and information required by management as and when required.
12. Providing resources such as tools, cotton waste etc. as required for operations



BHAGYANAGAR GAS
LIMITED

**Tender for Operations and Comprehensive Annual
Maintenance Contract (AMC) of Delta Make
Compressors of BGL in Hyderabad & Vijayawada.**

Bid Document No. BGL/510/2020-21

VOLUME II
OF II

13. Providing all personnel with the necessary PPE like Safety shoes, Hand gloves, Cotton uniform etc. and ensure that the personnel shall all the time use PPE when they are at site.
14. Failure to comply with HSE requirements like PPE of Operator and technicians shall attract penalty of Rs. 500/-. Per each noncompliance.
15. Disposal of empty barrels / burnt oil barrels shall be disposed according to documented procedure.
16. All wastes (hazardous, bio-degradable & non-biodegradable) are stored & disposed off as per documented procedure.



BHAGYANAGAR GAS
LIMITED

**Tender for Operations and Comprehensive Annual
Maintenance Contract (AMC) of Delta Make
Compressors of BGL in Hyderabad & Vijayawada.**

Bid Document No. BGL/510/2020-21

VOLUME II
OF II

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

As mentioned in SOR

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. Final bill will be

released after the completion of all services, documentations and after the closure of contract.

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 10% of Annualized Order/ Contract value within 30 days of FOA/notification of award.

Or

Initial security deposit (ISD) @ 2.5% of Annualized Order/ Contract value to be submitted within 30 days of FOA/notification of award and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized Order/ Contract value.

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 one week from the date of written communication / instruction from EIC.

6. Contract Period:

The effective period of the contract shall be **24 months** from the date of handover of site from Engineer In Charge.

7. 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 Service tax.

The quoted Rates shall be inclusive of all Taxes & Duties applicable during the Contract period **Except for GST.**

The Bidder shall indicate in the bid the GST Registration Number and in case the GST registration number is not available, the bidder will give confirmation for obtaining registration with a copy of application for registration.

The contractor liable to pay GST for the work / services rendered to BGL, shall specifically mention the service tax registration number in their invoices. Further, the amount and rate of service tax shall be separately and distinctly specified in the invoice.

For payment of GST, serially numbered invoice / bill shall be issued by service provider and should also specify the following:

- (I) The Name, Address and Registration number of the service
- (II) The Name and Address of the Recipient of the Taxable
- (III) Description, Classification & Value of Taxable service provided and;
- (IV) The Service tax payable on such services

The above details are required to enable BGL to avail Cenvat Credit for the GST payments.

Please note that responsibility of payment of Service tax 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. Statutory tax in General and the applicability for this tender:

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

The Bidder shall indicate in the bid the GST Registration Number and in case the GST registration number is not available, the bidder will give confirmation for obtaining registration with a copy of application for registration.

The contractor liable to pay Goods Service tax for the work / services rendered to BGL, shall specifically mention the service tax registration number in their invoices. Further, the amount and rate of service tax shall be separately and distinctly specified in the invoice.

For payment of Goods Service tax, serially numbered invoice / bill shall be issued by service provider and should also specify the following:

- (I) The Name, Address and Registration number of the service
- (II) The Name and Address of the Recipient of the Taxable
- (III) Description, Classification & Value of Taxable service provided and;
- (IV) The Service tax payable on such services

The above details are required to enable BGL to avail Cenvat Credit for the Service tax payments.

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

- 12.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 12.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details. Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, BGL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.
- 12.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of BGL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BGL to the government

exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of BGL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Consultants.

- 12.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case BGL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case BGL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to BGL's account.

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

- 12.4 Where the BGL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)** :-

- 12.5.1 Owner/BGL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/BGL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

- 12.5.2 The input tax credit of **GST (CGST & SGST/UTGST or IGST)** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

- 12.6 Where the BGL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

- 12.6.1 Owner/BGL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory

variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

12.6.2 The bids will be evaluated based on total price including applicable **GST (CGST & SGST/UTGST or IGST)**.

12.7 BGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, it not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where BGL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

12.8 In case BGL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

Where BGL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and BGL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to BGL or ITC with respect to such payments is not available to BGL for any reason which is not attributable to BGL, then BGL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by BGL to Contractor / Supplier.

12.9 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable BGL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)** is not available to BGL for any reason which is not attributable to BGL, then BGL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST (CGST & SGST/UTGST or IGST)** there upon together with all penalties and interest if any, against any amounts paid or payable by BGL to Supplier of Goods / Services.

13. 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).

14. Statutory Requirement:

The Bidder shall necessarily have PAN, PF, ESIC and GST Registration number in its name. Copies should be provided along with the Bid Document.



BHAGYANAGAR GAS
LIMITED

**Tender for Operations and Comprehensive Annual
Maintenance Contract (AMC) of Delta Make
Compressors of BGL in Hyderabad & Vijayawada.**

Bid Document No. BGL/510/2020-21

VOLUME II
OF II

SECTION 10
SCHEDULE OF RATES (SOR)

SCHEDULE OF RATES

**For Comprehensive Annual Maintenance Contract (CAMC) of Booster/Variable Compressors of
BGL of M/s. DELTA make**

S. No	Description	Unit	Qty (A)	Unit rate(B)	Total amount in Rs(C=A x B)
	Lump Sum charges for comprehensive AMC for Delta Compressor packages and its accessories (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 and including all consumables, spares, Manpower, lubricants, carrying out regular, periodical and Breakdown maintenance as per OEM's specification etc. At following locations				
PART-A- CAMC for Hyderabad locations					
	Hyderabad				
1	M/s. Hi-tech filling station , Hafeezpet	Months	24		
2	M/s. Sainath Service station , Vanasathalipuram	Months	24		
3	M/s. Sri Venkateswara Filling station, Balanagar	Months	24		
4	M/s. Janatha Service station, Hassannagar	Months	24		
5	M/s. Rajashree Service station , Bahadurpura	Months	24		
				Sub Total in Rs. (A.1)	
				GST @%A.2	
Grand Total Including of GST & all applicable Taxes and Duties at Hyderabad location, Rs.					(A=A.1+A.2)
PART-B-CAMC for Vijayawada locations					
	Vijayawada				
1	M/s. Basaveswara Filling station, Ajithsingh nagar	Months	24		
2	M/s. GSR Vana durga Filling station, Gollapudi	Months	24		
3	M/s. Prakash Auto Fuels, Autonagar	Months	24		
4	HSD F/S, Prasadampadu	Months	24		
				Sub Total in Rs. (B.1)	
				GST @%(B.2)	
Grand Total Including of GST & all applicable Taxes and Duties at Vijayawada locations, Rs.(B=B.1+B.2)					
Grand Total Including of GST & all applicable Taxes and Duties for both Hyderabad & Vijayawada locations, Rs. C=(A+B)					

Note:

- Bidder should quote exactly as per the format specified in Schedule of Rates.**
- Evaluation shall be done on Overall least Cost to BGL to L-1 vendor.**