

Ref. Tender No. BGL/538/2021-22, dated 24.02.2022

Sub: Tender for Engagement of Associate(s) for Engineering and executing the CGD Projects, Operations & upgradation of existing facilities at BGL.

REPLIES TO PRE-BID QUERIES

Sl. no.	Vol & Section	Page no	Clause /Description	Bidder Queries	BGL Remarks / Clarifications
Technical Queries					
1	General			Bidder requested to confirm or its understanding that it is not mandatory to open any site office at each GA. Please confirm	Depends upon site work load.
2	General			Bidder requested to confirm that the tender in not Splittable.	Tender is not splittable.
3	Vol II of II, Section-7, SCC	Page 06 of 41	SCC, Clause 6, Penalty (b):due to the lack of supervision which results in any damage/financial loss to the third-party utilities then Engineer-in-charge may impose suitable penalty at its discretion.	Bidder informed that the SSC cl. No-6 is an Open ended clause and requested to confirm the percentage of the Contract Value levied on the consultant.	Tender condition prevails
4	Vol II of II, Section-7, SCC	Page 06 of 41	SCC, Clause 6, Penalty (c) : Consultant shall submit the resumes of their personnel for Site manpower & store management...	Bidder requested to confirm that only 1 store management personnel is required for all the three GA.	Based on requirement, either one or 1 for each GA need to be deputed for store management
5	Vol II of II, Section-7, SCC	Page 08 of 41	SCC, Clause 7.5, point b: TRAVEL, LODGING & BOARDING EXPENSES for PMC personnel – Meeting/Inspection activities	Bidder requested to confirm that PMC personnel includes consultant "Home Office" personnel. Any visit made by Home office personnel shall be reimbursed as per this clause..	Tender Condition prevails
6	Vol II of II, Section-7, SCC	Page 08 of 41	SCC, Clause 7.5, point b: Outstation shall be treated for travel beyond 100 KMS (one way) from the city.	Bidder requested to confirm that the 100 kms will be considered from the Home office location of Consultant. Please confirm	Any Person travelling beyond 100 kms.(one way) for Official purpose will be considered

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7	Vol II of II, Section-7, SCC	Page 11 of 41	SCC, Clause 14, point b :EIA/RRA studies carried out by CONSULTANT	Bidder requested to confirm that EIA / RRA study is not in the scope of consultant. Consultant only needs to incorporate the recommendation of these studies in the tender.	Tender condition prevails
8	Vol II of II, Section-7, SCC	Page 12 of 41	SCC, Clause 14, point e : Site Safety Organization	Bidder requested to confirm (a.) that under which SOR Line item, the Safety Engineer shall be considered. (b.) that whether the deployment of Safety Engineer is on permanent basis. (c.) that If its on need basis, that the Travel, Lodging and Boarding will be reimbursed at actual by client.	a. Based on requirement, Safety Engineer shall be considered either in SOR item 1 or in SOR item 4 b. Merely depends on requirement. c. If its on need basis, Lodging and Boarding will be reimbursed at actuals if not provided by BGL.
9	Vol II of II, Section-7, SCC	Page 16 of 41	Clause 2, General Scope (vi) : HAZOP Study, Capacity determination, ERDMP for the System.	Bidder requested to confirm that only HAZOP is in the scope of Consultant. No other study is in the scope of Consultant.	Please refer to Clause 7.7 of SCC
10	Vol II of II, Section-7, SCC	Page 33 of 41	Clause 6, Other Conditions (xi): The consultant shall attend (& contribute) to Project & Construction Review meetings taken by BGL management at Project/ Corporate/ Site offices of BGL and also at Vendor's/ Contractor's offices from time to time....	Bidder requested to confirm that Travel, Lodging & Boarding shall be reimbursed as per SCC, Clause 7.5 for any such visit made by the Consultant.	Please refer to Clause 7.5 (b) of SCC
11	Vol II of II, Section-7, SCC	Page 34 of 41	Clause 7.0 SOR Item: Refer description of SOR 2 and SOR 3 : Inspection of bought out items	Bidder requested to confirm whether Inspection at Manufacturer shop shall be a part of SOR-2 Tendering-Supply Packages instead of SOR-3 Tendering-Works/Services Packages.	For SOR-2, inspection will be at Manufacturer factory and for SOR-3, inspection of bought out items in the scope of contractors need to be done and clearance to be accorded by Associate

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12	Vol II of II, Section-7, SCC	Page 34 of 41	Clause 7.0 SOR Item : Refer description of SOR 2 and SOR 3 : Inspection of bought out items	Bidder requested to confirm that the man-hours required for inspection at vendor shop shall be considered under SOR -2. The Travel, Lodging & boarding shall be reimbursed as per clause 7.5 (b).	It was included in Clause 7.5 (b) of SCC
13	Vol I of II, Section-1, BEC	Page 13 of 134	Clause 1. A Technical Criteria : Bidder should have experience in providing Project Management Consultancy (PMC) Services,..... Bidder should have experience in providing Project Management Consultancy (PMC) Services	Bidder requested that As the contract involves Engineering and PMC Services, BGL may add the clause as follows: Bidder should have experience in providing Engineering & Project Management Consultancy (PMC) Services,..... Bidder should have experience in providing Project Management Consultancy (PMC) Services	Tender Condition prevails
14	Vol I of II, Section-1, BEC	Page 16 of 134	A.2.1 of evaluation Methodology : " atleast one no. of contracts executed meeting the following requirement : Bidder should have Executed an O&M Contract " .	Bidder requested to confirm that the System Commissioning such as pipeline/CGD Network/terminal/LCNG station are considered in O&M.	Please refer to page 30 of 41 of Vol II of II, Scope of work, clause 2.13 For O&M Support services
15	Vol I of II, Section-1, BEC	Page 16 of 134	A.2.3 of evaluation Methodology : "atleast one no. of contracts executed meeting the following requirement :Bidder should have Lendor Engineer Services of a Project " .	Bidder informed that the entity which has prepare a bankable DFR on which financing has been provided by banks/corporates should be treated to have experience of lender engineers.	Please refer to page 31 of 41 of Vol II of II , Scope of work 2.15 Lender Engineering Services
16	Vol II of II, Section-7, SCC	Page 7 of 41	Penalty Clause 6.1: II" Further, in case of the deviation between final cost estimate provided by the PMC and recommended order value being more than (+/-) 15 %, recovery will be made from the payment of PMC"	Bidder informed that the cl. No. 6.1 (II) should be applicable if bidder evaluation criteria and technical specification/scope of work are firmed up before providing budgetary estimate.	Tender conditions prevails

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17	Vol II of II, Section-7, SCC	Page 9 of 41	Clause 7.7 : sr. no 2,9,10,11 pertaining to pipeline designing on software	The pipeline design (Steel & MDPE) including capacity determination work is on regular basis. Bidder suggested that there should be qualifying marks in quality parameters on following points: a) Owning of Licensed pipeline design software package b) execution of capacity determination project in CGD sector.	Tender conditions prevails
18	Vol I of II, Section-1, BEC	Page 14 of 134	BEC Technical" Development of City Gas Distribution Project consisting of CNG stations, PNG connections, Steel pipeline & MDPE network (All the segments shall be executed in one or max. of 2 contracts). OR Laying of Hydrocarbon Steel Pipeline(s) Cross Country/City Gas Distribution of size(s) 4" dia. or above including terminals & stations. "	Bidder informed that The technical criteria needs to be clarified on the activities considered in meeting the criteria .we suggest that the criteria should include execution of work in-line with the tender scope of work i.e. Experience in pipeline design, tendering work(supply/packages),site supervision, commissioning etc.	Tender conditions prevail
19	Vol I of I, Section-I, BEC	Page 17 of 134	Clasuse no. 3 EVALUATION METHODOLOGY : Documents required for Evaluation Methodology clause: For Sr. No. B Bidders shall submit signed copy of Biodata of Key personnel. Further, bidder shall submit an undertaking from their Head of HR/Personnel Department confirming that the above personnel/employee is on company pay roll as on bid due date along with PF challans documentary evidence. For Sr. No. C Bidder shall submit an undertaking from their Head of HR Department confirming that the above personnel/ employee is on company pay roll/ employee is on company pay roll as on bid due date along with PF challans documentary evidence.	BGL is requested to exempt Government / PSU companies from submission of PF challans. As a mandate Government / PSU companies do have to provide PF to all its employees.	Government companies/PSUs/CPSEs may submit/declare the requested information for PF Challans from its concern/Competent Authorities.

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20	Vol I of I, Section-I, BEC	Page 17 of 134	Clause no. 3 EVALUATION METHODOLOGY : All documents in support of EVALUATION CRITERIA to be furnished by the Bidder shall necessarily be duly certified / attested by Chartered Engineer and Notary Public with legible stamp.	Bidder requested to exempt certification / attestation by Chartered Engineer and Notary Public for documents of Evaluation Methodology as many of the documents are certifications pertaining to the bidder's company only.	Tender condition prevails
21	Vol II of II, Section-7, SCC	Page 08 of 41	SCC, Clause 7.5(a), For Site – Manpower	Bidder requested to confirm that (1) furnished accommodation in Guest house shall be provided by BGL. (2) requested to provide single accommodation for Site Manpower.	Tender condition prevails
22	Vol II of II, Section-7, SCC	Page 08 of 41	SCC, Clause 7.5, point b: TRAVEL, LODGING & BOARDING EXPENSES for PMC personnel – Meeting/Inspection activities	Bidder requested to confirm that (1) man-hours cost as per SOR sl. No. 1 shall be applicable for Meeting / Inspection activities and (2) to confirm that local conveyance during Meeting / Inspection activities shall be reimbursed by BGL on actual basis in addition to a) & b)	Tender Condition prevails
23	Vol II of II, Section-7, SCC	Page 9 of 41	Clause 7.7 : Man-hour Rate: Indicative/Tentative man hours considered against each activity is as detailed below, however actual man-hours consumed shall be decided on mutual discussion between BGL & Consultant.	In our opinion the Indicative/Tentative man hours considered against each activity is on lower side. Therefore you are requested to review the same.	Tender condition prevails
24	Vol II of II, Section-8, SOW	Page 24 of 41 / 31 of 41	Clause no. 2.4 & 2.16: i) CUSTOM CLEARANCE AND TRANSPORTATION ii) IT Services	Bidder requested to confirm that the role of the Associate for these activities shall be only assistance / engineering technical support for engaging the vendors for custom clearance and CNG optimisation software & automation.	Confirmed

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25	Vol II of II, Section-7, SCC	Page 06 of 41	SCC, Clause 6, Penalty (c)	As services in CGD sector are depended on various factors like availability of site fronts, permissions, performance of site contractors and also limited number of bidders for supply items, such reasons, not attributable to PMC, may hamper project progress. As such PMC shall not be liable for penalty in such scenarios. Hence, it is requested that this clause may be deleted.	Tender Condition prevails
26	Vol II of II, Section-7, SCC	Page 7 of 41	Penalty Clasue 6.1:Further, in case of the deviation between final cost estimate provided by the PMC and recommended order value being more than (+/-) 15 %, recovery will be made from the payment of PMC as follows:	The quotes received against the tender, at times, may have a variation of more than +/- 15%, as there are limited bidders for various CGD items. As such, this clause shall not be applicable and may be deleted.	Tender Condition prevails
27	Vol II of II, Section-7, SCC	Page 08 of 41	SCC, Clause 7.5a, b: For Site – Manpower : The man-month shall be paid for 26 working days of service rendered in a month (if the no. of days working by personnel is more or less the no. of working days specified shall be calculated upon by considering the base of a month as 26 days)	Bidder requested to confirm that for man-month purpose, in case number of working days at site shall be less than 26 days in a particular month, then the Associate shall be eligible for man month payment without any deduction.	Tender Condition prevails
28	Vol II of II, Section-7, SCC	Page 10 of 41	Clause no.10 : TAXES & DUTIES Bidder shall be entirely responsible for scope of work, all taxes, GST, license fees, freight, Insurance, Transit Insurance, any other duty on services or any other tax payable and/ or other levies etc. imposed by Central, state, municipal and local law and regulatory agency or authority including loading and unloading at BGL store. The rate in SOR is inclusive of all the above referred taxes/duties as defined in the tender document.	Bidder requested to confirm that the "License fees, freight, insurance, transit insurance etc.", are not applicable for PMC services.	Tender condition prevails

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29	Vol II of II, Section-7, SCC	Page 11 of 41	<p>SCC, Clause 10: TAXES & DUTIES Any statutory variation in GST within the contractual period for the SOR items shall be to IGL's account. However, in case the contractual completion period gets extended for reasons solely attributable to contractor, the statutory variation shall be limited to contractual completion period only.</p>	<p>Bidder informed that the "IGL's account" mentioned is a typographical error, same shall be to BGL's account.</p>	<p>Bidder understanding is correct.</p>
30	Vol II of II, Section-7, SCC	Page 11 of 41	<p>SCC, Clause 14 a, b : a. Project Safety Review A formal project safety review is to be carried out by CONSULTANT in consultation with owner and integrate across the various contracts. The CONSULTANT review team approved by Client / BGL will require data, input from key personnel from other contractors and access to all locations being used by contractor, subcontractors and suppliers. CONSULTANTs shall ensure that all recommendations and findings from safety reviews are implemented by contractors in a timely manner. b. Environmental Impact Assessment (EIA) CONSULTANT shall ensure that all recommendations resulting from the EIA/RRA studies carried out by CONSULTANT, on approval by owner, are incorporated in the tender documents for implementation by contractors.</p>	<p>Bidder requested to confirm Man-hours for Project safety review and environmental Impact assessment have not been included in the man—hour table. BGL may review and incorporate as suitable.</p>	<p>Will be decided based on requirement.</p>

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31	Vol II of II, Section-7, SCC	Page 12 of 41	SCC, Clause 14 e : Site Safety Organization CONSULTANT is to appoint a safety - officers with appropriate staff support whose responsibility is to monitor all safety activities on the job and report his findings to CONSULTANT. The safety officer shall make periodic safety inspections of the job site on a schedule that will provide ongoing coverage. The inspections should be made jointly with the superintendents of the contractors responsible for ongoing work in the areas to be inspected. Any infractions or poor safety practices uncovered by these inspections shall be promptly corrected. Safety requirements shall be enforced on the entire supervisory organization of the contractor and subcontractors. Each location shall require enforcement of approved safety rules and procedures by contractors and subcontractors.	Bidder requested to confirm Man- days of Site safety officer shall be claimed / payable as per SOR item no. 4, M/s BGL to confirm.	Confirmed
32	Vol II of II, Section-8, SOW	Page 17 of 41	Clause no.2.0 ...(xxv): Carrying out the technical & coordination works for lodging of insurance claims and realization of these claims from the insurance agencies. However, implementation of insurance policies and payment of its premium would be in scope of either Vendor/Contractor or BGL.	BGL to clarify clause no. xxv under general scope.	Assistance required for insurance related claims and issues.
33	Vol II of II, Section-8, SOW	Page 18 of 41	Clause no.2.0 ...(xxix - b): Along the order/contract closing statements, the consultant shall provide performance evaluation report of all the vendors/ contractors who have participated in the bidding process. The format for the same shall be provided to the bidder who will be appointed as the PMC.	Bidder requested to confirm that this clause is to be read as "Along the order/contract closing statements, the consultant shall provide performance evaluation report of all the vendors/ contractors. The format for the same shall be provided to the bidder who will be appointed as the PMC."	Confirmed
34	Vol II of II, Section-8, SOW	Page 20 of 41	Clause no. 2.1.6 : Instrumentation	Scope for communication of data from stations to server may please be defined.	Tender condition prevails

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35	Vol II of II, Section-8, SOW	Page 21 of 41	Clause no. 2.1.10 : Supply, Installation and commissioning of Solar system	Bidder requested to review and clarify regarding the clause that PMC's Scope includes supply, installation and commissioning of solar system.	Read complete Clause 2.1.10 as a whole for associate.
36	Vol II of II, Section-8, SOW	Page 23 of 41	Clause no. 2.3 ... ix : INSPECTION	Inspection of items to be used from BGL stores, shall be along with the manufacturer, cost charged by the manufacturer shall be borne by BGL.	Tender condition prevails
37	Vol II of II, Section-8, SOW	Page 24 of 41	Clause no. 2.5.....(xii) : CONTRACTING: PMC is to ensure that CPBG / Contract Agreement should be furnished by the successful bidder within stipulated time as per respective bidding document.	PMC can expedite the CPBG submission, however overall responsibility of CPBG submission lies with the contractor. As such clause is not applicable and may be deleted.	Tender Condition prevails
38	Vol II of II, Section-8, SOW	Page 25 of 41	Clause no. 2.6 (iii&iv) : COST ENGINEERING: iii) Preparation of accurate estimates in time (based on past data/ CPWD basis/ Market rate Analysis) for procurement items and works is an important activity in Cost Engineering. Owner lays strong emphasis on accuracy of cost estimates and price difference beyond (+/-) 10% shall call for analysis. In case of deviation between cost estimates & L1 price bid being more than (+/-) 10% not backed by justifiable reasons and not beyond the control of PMC shall be treated as deficiency of services by PMC. In such instances no payment shall be made to PMC for re-tendering. iv) Provide assistance in settling all commercial issues with all the vendors/ contractors till the final closeout.	Quote variation with respect to estimate may vary by more than +/- 15% due to various factors, such as monopoly of suppliers, market fluctuations, business strategy of vendors etc, as such same shall not be considered as deficiency of PMC and re-tendering shall be payable as per SOR. Assistance in settling commercial issues within the scope of contract shall be provided till contract tenure.	Tender Condition prevails
39	Vol II of II, Section-8, SOW	Page 27 of 41	Clause no. 2.8.5(xiii) : STORES & MATERIAL MANAGEMENT: (xiii) Binning / stacking / issue of materials, SIV posting.	Any additional man-power and machinery required for stacking shall be arranged by client, BGL to confirm.	Confirmed
40	Vol II of II, Section-8, SOW	Page 27 of 41	Clause no. 2.8.5(xvii) : Dispatch activities in case of OSRD / MTN-OUT materials. However, packing and freight charged shall be borne by BGL.	OSRD / MT-Out terms may be clarified.	OSRD - Over, Short, Rejection and Damage MTN - Material Transfer Note

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41	Vol II of II, Section-8, SOW	Page 30 of 41	Clause no. 2.13 : For O&M SUPPORT SERVICES:	The scope indicated in the tender includes complete O & M activities along with the liasoning with steel and PNG related works. For carrying out this O&M services a dedicated manpower is required at each site and the 10 man-power that has been considered for 3 site is very less incase O&M services are also to be carried out. Hence bidder requested whether to consider additional / dedicated manpower for this requirement	Tender condition prevails
Commercial Queries:					
42	Vol I of II, Section-3, ITB	Page 27 / 104 of 134	Cluase 11.2.1, point v / Point 2A & 2B : Bid security/EMD in accordance with Clause 16 of "ITB" shall be furnished in Original in the form of Banker's Cheque /Bank Draft payable to Bhagyanagar Gas Limited at Hyderabad or Bank Guarantee as per FORM F-3. –Not Applicable	Bidder requested to confirm whether EMD is applicable for this tender or not.	<u>EMD/ Bid Security is applicable for the tender as per Bid Security Details in Page 2 of 134 & Page 16 of 134 (Information to Bidders) of Vol I of II of Bid document and wherever mentioned in bid document.</u>
43	Vol I of II, Section-5, Forms and Formats	Page 84 / 104 of 134	Form - 3 : PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"	Bidder requested to confirm that BG for Earnest money deposit should be two (02) months beyond the validity of the bid.	BG for Earnest money deposit should be two (02) months beyond the validity of the bid.

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44	Vol I of II, Section-3, ITB	Page 43 of 134	Clause no. 37 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT & Related to Form-2 (Bid Form)	Also as per ITB cl. no 37, bidder requested to intimate the percentage of CPBG / performance guarantee that shall be applicable for the successful bidder. Also As per Govt. notification and also as in all GAIL tenders Performance Bank Guarantee has been reduced to 3% of annualized order/total order value (excluding Taxes & Duties). Bidder requested that BGL may kindly consider the above Govt. notification and revise the Performance Bank Guarantee amount to 3% of annualized order/total order value (excluding Taxes & Duties).	The CPS clause shall be as per the ITB Clause no. 37 & GCC clause 2.13 and as follows: 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 contract value within 30 days of award within 30 days of award. Defect Liability Period (DLP) is 3 months from the date of completion of the Contract Performance Security which will be valid for 90 days beyond the contract expiry date shall be refunded after the Defect Liability Period.
45	Vol II of II, Section-7, SCC	Page 12 of 41	SCC, Clause 15: DEFECT LIABILITY PERIOD	Bidder requested that as the contract is for 2 years, DLP shall be Contract period Plus 3 months.	Defect Liability Period (DLP) is 3 months from the date of completion of the Contract as declared by EIC/Prj. Co-ordinator of BGL.
46	Vol II of II, Section-7, SCC	Page 12 of 41	SCC, Clause 15: ANNEXURE A PAYMENT TERMS	Payment terms have been compiled for complete scope involving design of Steel network, PE Network, CNG Stations including O&M activities. As each activity is independent of other activities, payment terms shall have detailed break-up and quantities enabling PMC to raise invoices on completion of each activity.	Tender Condition prevails