



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

BID DOCUMENT FOR

**Selection of a
Recruitment Agency/ Headhunters for
recruitment of experienced personnel.**

**UNDER OPEN DOMESTIC
COMPETITIVE BIDDING**

Bid Document No.: BGL/541/2022-23

VOLUME-II of II

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SECTION – 7

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

- (i) The SCC should be read in conjunction with GCC, Scope of Works and SOR of the Tender Document.
- (ii) Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the GCC, and SCC shall prevail to the extent of such repugnancy, or variations exist.
- (iii) In the Contract documents, unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- (iv) Notwithstanding the sub-division of the Contract documents into 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 Agreement so far as it may be practicable to do so.
- (v) All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

2.0 ORDER OF PRECEDENCE:

In case of an irreconcilable conflict amongst "General Conditions of Contract", "Special Conditions of Contract", "Scope of Work" or "Price Schedule / Schedule of Rates (SOR)", the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- (i) Letter of Acceptance / Contract Agreement.
- (ii) Fax / Letter of Intent / Fax of Acceptance.
- (iii) Instructions to Bidders.
- (iv) Special Conditions of Contract.
- (v) Scope of Work.
- (vi) General Conditions of Contract

3.0 QUANTITIES:

The quantities mentioned in the "Price Schedule / Schedule of Rates (SOR)" are indicative only. They may increase or decrease based on actual execution.

Once the quantity mentioned against any SOR-Item is exhausted and the quantities in other SOR-Item are available, BGL shall execute the same up to the limit of contract value.

However, if the total contract value is exhausted before the end date of contract, BGL may increase the quantities of SOR-Items, without taking consent of the Consultant on the same rates, terms and conditions till the validity of contract.

4.0 PERIOD OF CONTRACT:

The Contract shall be valid for a period of 45 days from the date of FOI/ LOI / FOA/WO or as per the intimation of Officer-In-Charge whichever is earlier.

7.7 DEDUCTION AT SOURCE:

- 1) Owner will release the payment to the Consultant after effecting deductions as per applicable law in force.
- 2) Owner will release payments to the Consultant after offsetting all dues to the Owner payable by the Contractor under the Contract.

5.0 PRICE REDUCTION SCHEDULE

The PRS shall be as per the following and as per the clause in GCC:

- 8.1 In case contractor fails to complete the work/ services within stipulated period as defined in Contract then unless such failure is due to force majeure as defined in Bid document, there will be deduction of @ 0.5% per week of delay or part thereof subject to maximum ceiling of 5% of order value.
- 8.2 Owner may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to contractor from its obligations or liabilities under the contract or by recovery against the performance bank guarantee. Both Owner and contractor agree that the above percentage of price reduction are genuine pre-estimates of the loss/ damage which Owner would have suffered on account of delay/ breach on the part of contractor and the said amount will be payable on demand without there being any proof of the actual loss/ damage caused by such delay/ breach. Owner decision in the matter of applicability of price reduction shall be final and binding.

6.0 OFFICER-IN-CHARGE (OIC):

BGL will designate the OIC for this contract and his name along with correspondence address will be mentioned in the FOA/LOA/Order.

7.0 TAXES & DUTIES

Bidder shall be entirely responsible for scope of work, all taxes, GST, license fees 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.

Any statutory variation in GST within the contractual period for the SOR items shall be to BGL'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.

8.0 TERMINATION FOR INSOLVENCY

The Purchaser, may at any time, terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

9.0 PAYMENT TERMS:

1. An initial payment of 10% of the total contract will be made at the time of release of Work Order as “Retainer Fees”, to initiate the process of the Recruitment Agency for identifying and shortlisting the right candidate for BGL and conducting the required tests to map their proficiency in English and MS Excel.
2. 50% of the contract value will be made after half of the target recruitment (10 Candidates) is completed and the shortlisted candidates join BGL .
3. Balance 30% of the contract value will be made after all the target recruitment is completed and all the candidates join BGL payroll.
4. Balance 10% will be paid after all the candidates complete 3 months from their date of joining.

10.0 CONTRACT PERFORMANCE GUARANTEE:

Bidder will provide Performance Guarantee @ 3 % of annualized order value within 30 days of receipt of Fax of Acceptance (FOA) / Work Order (WO) from the Owner. The contract performance bank guarantee shall be valid 03(three) months beyond the expiry of Warrantee/Guarantee period/Defect Liability Period.

The Performance Guarantee shall be in form of either Demand Draft or Banker’s Cheque or bank transfer through NEFT/RTGS/IMPS into BGL account, or irrevocable Bank Guarantee and shall be in the currency of Contract (issued by any Indian Scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as Scheduled Foreign Bank).

The Terms also to be read inline with Section Information To Bidders(ITB) (Vol I of II) of Bid Document.

11.0 DEFECT LIABILITY PERIOD:

3 months form the date of completion of services/ contract period.

12.0 OTHER TERMS & CONDITIONS:

The Recruitment Agency will have to ensure that the shortlisted candidates recommended by them to appear for interview at BGL should have the following credentials, in addition to the requirement as mentioned in SOW, in terms of Qualification, Experience and Age:

- i) Proficiency in English to be ensured.
- ii) Proficiency in MS Excel and PPT to be ensured.
- iii) Experience in OIL & Gas Industry (Preferably in CGD Industries).
- iv) For each position, there must be at least 10 suitable candidates. In case they are not found suitable by the Interview Panel, additional candidates are to be shortlisted and provided by the Recruitment Agency, till the right candidate is chosen by the Interview panel.
- v) Replacement guarantee of 90 days to be given by the Agency, should a candidate resign within 90 days of joining, at no extra cost.

- vi) Travel expenses as per BGL policy will be reimbursed to outstation candidates appearing for interview directly on submission of Train/Air tickets.
- vii) Documentary proof of having qualified in the Excel and English proficiency to be provided to BGL.
- viii) No further payment will be made for conducting these tests. The expenses, if any, will have to be included in the Professional fees (% of CTC for each selected candidate) to be quoted by the Recruitment Agency.
- ix) We propose to recruit around 20-25 candidates in various Grades and corresponding CTC as mentioned in SOW. The sequence in which candidates are to be shortlisted (i.e Priority wise we expect the Finance personnel E4/E5 Grade to be recruited first as per the urgency), will be intimated at the time of releasing Work Order to the chosen Agency. The first lot of interviews to take place not later than 15 days of release of the Work Order.
- x) The entire process of shortlisting and interviewing process should be completed within 45 days of release of the Work Order.
- xi) Any delay in the process beyond 45 days, will attract penalty as per GCC of Bid Document.

SECTION – 8

SCOPE OF WORK

SCOPE OF WORK

1. SCOPE OF WORK

1.1 M/s BGL Limited (BGL) has been entrusted by PNGRB for development of City Gas Distribution Network in following GA's. The GA's are as mentioned below:

- a) HYDERABAD GA, (Telangana State)
- b) VIJAYAWADA GA, (Andhra Pradesh State)
- c) KAKINADA GA, (Andhra Pradesh State)

In order to get SUITABLE EXPERIENCED MANPOWER in various Departments, BGL intends to appoint a Recruitment Agency, having experience in providing experienced manpower to reputed MNCs / PSUs / Oil & Gas / CGD industries as per the details mentioned.

2. GENERAL SCOPE:

To meet the manpower requirement at BGL, we give below the details of Qualification, minimum experience, age and other details to enable the Agency / Consultant to shortlist the right candidates:

Job Description:

S. No.	Department	No. of Positions	Qualification	Min Exp.in various Grades E1/E2/E3 E4/E5	Upper Age E1/E2/E3 E4/E5	Pay Scale
01	Marketing	08	Full time Graduate in Engineering or Full time MBA-Mktg.	01/04/07/ 10/14 yrs.	26/29/32/ 35/39 yrs.	As per policy
02	O&M	33	Full time Graduate in Engineering (Mechanical / Electrical / Instrumentation)	Same as above	Same as above	As per policy
03	F&A	03	CA / ICWAI (Qualified)	Same as above	Same as above	As per policy
04	C&P	01	Fulltime 1 st class Graduate in Engineering (Any discipline) or	Same as above	Same as above	As per policy

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			MBA (Logistics/Supply Chain Management/ Material Management / any other related to Contracts & Procurement)			
S. No.	Department	No. of Positions	Qualification	Min Exp. E1/E2/E3 E4/E5	Upper Age E1/E2/E3 E4/E5	Pay Scale
05	IT	05	Fulltime Graduate in Engineering B.E./B Tech/Computer Science-IT or MCA	Same as above	Same as above	As per policy
06	HR	02	Two year full time Post graduate/ Equivalent course in HR / Personnel Management / Industrial Relations / Psychology or Masters in Business Administration (MBA) with specialisation in HR/Personnel Management from AICTE approved/UGC recognised institute/university.	Same as above	Same as above	As per policy

The recruitment will be in E2 to E5 Grades only. The CTC Range in the said Grades and the

approximate number of candidates to be recruited in each Grade are mentioned below :

Grade	Requirement (Nos.)	Salary Range
E2	14	7.2 – 10.8
E3	2	9.0 – 14.76
E4	4	10.8 – 17.04
E5	1	12.96 – 24.48

The Recruitment Agency will have to ensure that the shortlisted candidates recommended by them to appear for interview at BGL should have the following credentials, in addition to the requirement as mentioned above in terms of Qualification, Experience and Age:

- xii) Proficiency in English to be ensured.
- xiii) Proficiency in MS Excel and PPT to be ensured.
- xiv) Experience in OIL & Gas Industry (Preferably in CGD Industries).
- xv) For each position, there must be at least 10 suitable candidates. In case they are not found suitable by the Interview Panel, additional candidates are to be shortlisted till the right candidate is chosen by the Interview panel.
- xvi) Replacement guarantee to be given by the Agency, should a candidate resign within 90 days of joining.
- xvii) Travel expenses as per BGL policy will be reimbursed to outstation candidates directly on submission of Train/Air tickets.

SECTION – 9

SCHEDULE OF RATES (SOR)

REFER E-TENDER NO.: BGL/541/2022-23 IN
E-TENDERING WEBSITE /PORTAL -
(<https://petroleum.euniwizarde.com/>)
FOR SCHEDULE OF RATES

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SCHEDULE OF RATES

Bid Document ref: BGL/541/2021-22, dtd. 23.04.2022

Item: Selection of a Recruitment Agency / Headhunters for recruitment of experienced personnel.

Name of Vendor

SOR SR. NO.	SOR Description	HSN/SAC Code	UoM	ESTIMATED TOTAL VALUE of CTC, Rs.	Professional Fee as % of CTC	Total Fees incl. of taxes & duties excl. GST, Rs. (in figures)	Total Fees incl. of taxes & duties excl. GST, Rs. (in words)
1	Professional Fees for Recruitment services for experienced personnel -CTC Offered in INR		%	2,24,16,000.00		-	
	Additional fees (If any) for conducting MS Excel or English Proficiency per person to be						



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	considered in sl. No.1						
	Any other Fees OTHER THAN ABOVE to be considered in sl. No.1						
GST @ %							-
Total amount inclusive of all taxes & duties and GST, Rs.						-	

NOTE:

- 1 Agency to Quote only the PERCENTAGE (%) of CTC as their professional Charges