

Reply to PreBid Queries Dated: 06.05.2025

HIRING OF AGENCY FOR PROVIDING EPMC SERVICES AT AMBALA-KURUKSHETRA & KOLHAPUR GA

TENDER NO. HOGPL/2026-27/C&P/007 DATE: 24.04.2026

Sr. No.	Sec No./ Cls. No.	Tender Clause	Clarification / Comments by Bidder	HOGPL Reply												
1	Technical Volume clause 4.3 and SOR	MANPOWER RESOURCES For Supervision, Monitoring, Inspection of Site related Jobs & PMC Services	As per Technical Volume required nos of manpower is 8, where as per SOR Qty it is only 2 man months. Please Clarify!	Refer Corrigendum 1												
2	Technical Volume clause 4.5 (gg)	Engg. background with B.Tech(Mech.)/ BE(Mech.) Or Diploma in Mechanical AND NDT Level -II certified (For Steel pipeline Engineers and CNG Projects)	If the candidate is from any other engineering background but has relevant experience and NDT Level -II certificate, can we consider for employment?	Refer Corrigendum 1												
3	SOR item no 2,3,4	Simulation of Steel pipeline network by using SYNERGEE or Equivalent software.	Bidder understands that any pipeline design software is allowed for designing of network. Please confirm!!	SYNERGEE or any equivalent software is acceptable for simulation of pipeline network												
4	TECHNICAL VOLUME Clause 4.5 Point C	c) Agency shall have valid approval of PNGRB as per their (Third Party Conformity Assessment) Regulations for carrying out inspections / audits related to City or Local Natural Gas Distribution (CGD) Networks and Natural Gas Pipelines under relevant PNGRB T4S Regulations – during the entire validity of the contract of HOGPL. Agency should ensure PNGRB accreditation certification is valid till the end of the contract period.	As per the tender, the agency is required to have valid approval of PNGRB under Third Party Conformity Assessment (T4S) Regulations for CGD networks and pipelines throughout the contract period. Kindly clarify whether this approval is mandatory at the time of bid submission.	It is clarified that the requirement of PNGRB approval under Third Party Conformity Assessment (T4S) Regulations is not mandatory.												
5			The tender document does not mention any provision for boarding and lodging of deployed manpower. Kindly confirm whether boarding/lodging expenses are to be borne by the agency and deemed included in quoted rates.	Tender document clearly specifies the following: "N.B: 1. All the personnel deployed should be having android mobile phone for easy communication. 2. EPMC should have its own Office setup in GA. 3. Mobility of Personnel: i. Arrangement for Movement/Mobility of Personnel at site (within GA) will be the responsibility of the agency. ii. For Outstation travel if any, the deployed personnel would be reimbursed expenses as per HOGPL Policy for outsourced employee." Further to be noted for clarity 'Boarding and Lodging' expenses while at GA are to be borne by the agency and deemed included in quoted rates.												
6	TECHNICAL VOLUME Clause 4.3 MANPOWER RESOURCES OF	N.B: 2. EPMC should have its own Office setup in GA.	The tender mentions that EPMC should have its own office setup in GA. Our understanding is that office setup is required only at Kolhapur GA (where site execution is involved). Kindly confirm whether office setup is required at both GAs or only at Kolhapur GA.	Office setup by agency in Kolhapur GA is must. But for the 'Network Design' job in Ambala-Kurukshetra (AK) GA the agency should make their own arrangements during that period.												
7	TECHNICAL VOLUME Clause 4.5 ACCOUNTABILITY OF AGENCY Point F	Provide all inputs and support as company deems necessary to ensure all HSE activities that company initiates are successfully carried out and the actions arising are closed out to company satisfaction.	The clause requires ensuring all HSE activities are carried out successfully; however, there is no specific requirement mentioned for deployment of an HSE Engineer. Kindly clarify whether deployment of a dedicated HSE Engineer is required within the quoted manpower or if this responsibility is to be managed within the existing team.	No dedicated HSE Engineer provision is there in the tender. However, the agency and its deployed team need to ensure adherence to desired HSE norms and practices at site.												
8	TECHNICAL VOLUME Clause 4.6 KEY RESULT AREAS AND RECOVERIES	<table border="1"> <thead> <tr> <th colspan="4">TIMELINES FOR EPMC IMPORTANT ACTIVITIES & RECOVERIES</th> </tr> <tr> <th>Sr.</th> <th>Activity</th> <th>Timeline</th> <th>Recovery/ Penalty</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Mobilization of Manpower including RCM</td> <td>Mobilization of manpower within 15 days of intimation by HOGPL & in case there is delay then penalty will be imposed.</td> <td>Rs. 2,500 per required manpower per day of delay</td> </tr> </tbody> </table>	TIMELINES FOR EPMC IMPORTANT ACTIVITIES & RECOVERIES				Sr.	Activity	Timeline	Recovery/ Penalty	1	Mobilization of Manpower including RCM	Mobilization of manpower within 15 days of intimation by HOGPL & in case there is delay then penalty will be imposed.	Rs. 2,500 per required manpower per day of delay	The clause refers to "Mobilization of Manpower including RCM"; however, there is no specific mention or definition of RCM in the tender scope or SOR. Kindly clarify the requirement and scope of RCM.	One of the deployed Engineers to be identified as Site In-Charge for coordinating the daily activities at site and act as an interface between deployed Engineers of the EPMC and HOGPL. It is made amply clear in the tender under clause 4.3 Manpower Resources. Further, the table under clause 4.6 to be read as follows. No separate RCM provision is there. Refer Corrigendum 1
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9	TECHNICAL VOLUME Clause 9. PENALTIES	The Maximum Limit of the penalty is 50% of total invoice value of that part of Month.	As per the clause, the maximum penalty is capped at 50% of the monthly invoice value. This is quite high. We request to kindly revise and cap the maximum penalty to 5% of the total contract value.	Tender condition prevails - No change.
10	Technical Volume clause 4.3 and SOR	MANPOWER RESOURCES For Supervision, Monitoring, Inspection of Site related Jobs & PMC Services	As per the Schedule of Rates (SOR), a total of 24 Man-Months has been considered. However, as per Clause 4.3 of the Technical Volume, the required manpower includes Steel Pipeline/CNG Projects Engineer (01 No.), MDPE-LMC Engineers (07 Nos.), and reference to RCM in other clauses. There is a mismatch between SOR and manpower requirements. We request you to kindly clarify the exact deployment requirement and consider providing separate line items in the SOR for each category of manpower (i.e., Steel Engineer, MDPE-LMC Engineer, and RCM, if applicable) for clarity and accurate price bidding.	Refer Corrigendum 1
11	SOR Sr. No. 2	<p>Network Design of Steel Grid: Description : Design and Engineering for development of Steel Pipeline Network for CGD which includes Underground pipeline, Above ground Piping including Sectionalizing Valves/Isolation Valves, Temporary Cathodic Protection system, branch/spur lines to DRS, MRS, CNG Stations, Consumer Terminals including Electrical, Instrumentation and Civil works for all respect completion of Steel Network. Simulation of Steel pipeline network by using SYNERGEE or Equivalent software. The Design shall be in compliance to PNGRB Regulations.</p>	<p>As per the SOR description -Design & Engineering for complete steel pipeline network, the scope includes multiple distinct activities such as: 1. Underground (UG) pipeline,Sectionalizing/Isolation Valves to 4. DRS, MRS, and CNG Stations 2. Temporary Cathodic Protection (TCP) system</p> <p>Each of the above components represents a specialized activity requiring different expertise, resources, and effort. However, all these activities have been combined under a single SOR item. It is therefore requested to kindly: * Consider segregating these activities into separate SOR items for better clarity and evaluation; and * Provide the corresponding quantum/volume of work for each activity to enable bidders to assess the scope accurately and submit competitive bids.</p>	Tender condition prevails - No change.
12	Commercial Volume: SCC - 8.0 Payment Terms	<p>SOR Item No. 3 & 4 50% On submission of Pipeline network, sizing drawings interconnection with DRS and acceptance by HOGPL. 30% On submission of valve locations, any modifications etc., & acceptance by HOGPL. 15% On completion of execution. 5% On contract closure of EPMC.</p>	<p>The payment terms indicate that 50% of the payment is linked to submission and approval of design and engineering deliverables, while the remaining 50% is tied to execution milestones and contract closure. However, the initial 50% corresponds entirely to design and engineering activities, which are completed prior to execution and constitute a substantial portion of the overall scope. It is requested to kindly review and rationalize the payment milestone breakup to ensure a more balanced alignment between effort involved in design & engineering activities and the corresponding payment terms.</p>	Tender condition prevails - No change.
13	Commercial Volume: SCC - 8.0 Payment Terms	<p>SOR Item No. 2 60 % On submission of Pipeline route alignment drawings along with tap-off and termination details and acceptance by HOGPL. 25% On submission stations drawings, valve pits drgs. and scheme & acceptance by HOGPL. 5% On submission of Electrical/Instrumentation/TCP system/civil drgs etc... 5% On completion of execution. 5% On contract closure of EPMC</p>	<p>The payment structure specifies that 60% of the payment is linked to submission and approval of design and engineering deliverables, with the remaining payments distributed across execution and closure stages. Since the initial 60% pertains entirely to design and engineering work, which is completed prior to execution and involves significant effort, the current milestone distribution may not fully reflect the proportional scope of work. It is requested to kindly review and revise the payment milestone breakup to ensure equitable distribution in line with the scope and effort involved in pre-execution (design & engineering) activities.</p>	Tender condition prevails - No change.
14	Technical Volume: 4.1 INSPECTION	<p>4.1.1 Preparation of Inspection and testing plan (QAP). 4.1.4 Preparation of vendors manufacturing and delivery schedules. 4.1.7 Inspection of bought out items. 4.1.9 Witnessing performance/acceptance tests as applicable.</p>	<p>The preparation of QAP, manufacturing and delivery schedules, inspection of materials, and witnessing of performance/acceptance tests are typically part of procurement/tendering activities. However, no corresponding SOR item has been provided for these activities. It is requested to kindly clarify and include appropriate SOR provisions for the same.</p>	These activities are part of the overall scope. No separate SOR item shall be provided for these activities.

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15	Technical Volume: 4.1 INSPECTION	4.1.11 Issuance of final "Inspection Release Note" after inspection.	The final Inspection Release Note (IRN) is generally issued by a PNGRB-approved TPI agency for inspected materials at the manufacturing site (where 3.2 certification is applicable). Based on TPIA/manufacturer documents, the PMC issues the dispatch clearance note. Additionally, PMC reviews materials during manufacturing and testing stages on behalf of the client. However, no SOR item has been specified for these activities. It is requested to kindly include a suitable SOR item for the same.	EPMC to give clearance for delivery / usage of any items (procured by contractor or procured by HOGPL or already available as HOGPLs inventory or contractor's inventory) based on IRN by TPIA or relevant test certificates, etc as applicable.
16	Technical Volume: 4.3 MANPOWER RESOURCES & SOR	The tentative Manpower requirement, based on which SOQ is formulated is tabulated below: 1. Steel Pipeline/CNG Projects Engineer - 1 nos 2. MDPE – LMC Engineer - 7 nos SOR: Sr.No - 1 : Supervision, Monitoring, Inspection of Site related Jobs & PMC Services - Kolhapur GA - 24 Months	As per the tender, the duration is one year; however, the SOR specifies a total quantity of 24 man-months, which translates to deployment of approximately 2 engineers per month. In contrast, Clause 4.3 (Manpower Resources) indicates a requirement of 1 Steel Pipeline/CNG Engineer and 7 MDPE–LMC Engineers, i.e., a total of 8 engineers to be deployed on a monthly basis. This creates a discrepancy between the SOR quantity and the manpower requirement specified in the tender. It is requested to kindly clarify the actual monthly manpower requirement and align the SOR quantities accordingly.	Refer Corrigendum 1
17	Technical Volume: 4.3 MANPOWER RESOURCES	N.B: ii. For Outstation travel if any, the deployed personnel would be reimbursed expenses as per HOGPL Policy for outsourced employee.	The tender specifies that outstation travel expenses for deployed personnel shall be reimbursed as per the HOGPL policy for outsourced employees. It is requested to kindly provide/clarify the applicable HPOIL policy details and reimbursement norms for outstation travel.	Outstation travel policy is in place for outsourced personnel and will be shared at appropriate time.
18	Technical Volume: 4.5 ACCOUNTABILITY OF AGENCY:	c) Agency shall have valid approval of PNGRB as per their (Third Party Conformity Assessment) Regulations for carrying out inspections / audits related to City or Local Natural Gas Distribution (CGD) Networks and Natural Gas Pipelines under relevant PNGRB T4S Regulations – during the entire validity of the contract of HOGPL. Agency should ensure PNGRB accreditation certification is valid till the end of the contract period.	As per our understanding, the subject tender pertains to EPMC services, which primarily involve design, engineering, and construction supervision. However, the clause requires the agency to have valid PNGRB approval under Third Party Conformity Assessment (TPCA) regulations, which is typically applicable for third-party inspection (TPI) agencies engaged in inspection/audit activities. EPMC/PMC agencies are generally not required to possess TPCA certification for execution of EPMC services in CGD projects. In view of the above, it is requested to kindly clarify the applicability of PNGRB TPCA certification for this tender, so that bidders can assess their eligibility and participate accordingly.	It is clarified that the requirement of PNGRB approval under Third Party Conformity Assessment (T4S) Regulations is not mandatory.
19	Technical Volume: 9. PENALTIES:	The Maximum Limit of the penalty is 50% of total invoice value of that part of Month.	As per the tender, the maximum limit of penalty is defined as 50% of the invoice value for the respective month/part thereof. However, this provision implies that up to 50% of the monthly bill can be imposed as penalty, which may result in a significantly high financial impact on the bidder over the contract period. It is suggested to review and rationalize the penalty limits to ensure balanced risk allocation for all parties.	Tender condition prevails - No change.

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20	Technical Volume: 5. HOLIDAYS AND WORKING HOURS:	<p>The AGENCY shall deploy the required personnel to provide the requisitioned SERVICES on monthly basis, unless requisitioned for a shorter duration. These personnel shall be entitled to one weekly off; to be scheduled by the AGENCY in consultation with the respective EIC of HOGPL, as well as Closed Office days as per the HOGPL Holiday List prescribed for the respective year. They shall observe 8 hours of working per day excluding half hour of lunch break, to be scheduled by the AGENCY in consultation with the EIC of HOGPL, including working in shifts of 08 defined working hours. Generally, the working hours would be in accordance with those applicable to employees of HOGPL at places where SERVICES of such persons would be utilized and nature of duty required. However, in case of exigencies of work, the personnel shall have to work beyond normal working time. HPOIL shall not pay any additional compensation for such extended hours of work. Personnel shall always be available on phone and ready to attend to official work at any time round the clock, in case of work exigencies.</p>	<p>The tender specifies that personnel may be required to work beyond normal working hours in case of exigencies, without any additional compensation, and shall be available round the clock as required.</p> <p>As per the recent labour law framework in India, under the Code on Wages, 2019 read with the Occupational Safety, Health and Working Conditions Code, 2020, overtime wages are required to be paid at twice the normal rate for eligible categories of employees/workers.</p> <p>In this context, if the deployed engineers/personnel are classified as "workers" under applicable labour laws, the provision of no additional compensation for extended working hours may require reconsideration in line with statutory requirements.</p> <p>Further, as per Clause 6, the Agency is required to obtain a license under the Contract Labour (Regulation and Abolition) Act, 1970 in case of deployment of more than 20 personnel, which generally applies to engagement of "workmen/workers."</p> <p>This creates an ambiguity regarding the classification of deployed personnel (whether as "workers" or otherwise) and the applicability of statutory benefits such as overtime.</p> <p>It is therefore requested to kindly clarify:</p> <ul style="list-style-type: none"> * The classification of deployed personnel under applicable labour laws; and * The applicability of overtime provisions and compensation for extended working hours, in line with prevailing statutory regulations. 	<p>Labour License: Required because the Agency deploys more than 20 people. The Act counts 'heads,' not 'designations.'</p> <p>Overtime Pay: Only applies to those meeting the specific legal definition of a 'worker.'</p> <p>Even if your engineers are classified as supervisory staff (and thus exempt from mandatory double overtime), they are still counted toward the 20-person threshold that necessitates the license</p> <p>Under the new Social Security and OSH Codes, the threshold for a contractor license typically increases from 20 to 50 employees</p>
21	Item No. 1 of SOR	<p>Description: Carrying out the Supervision, Monitoring and Inspection of the work being executed at site for CGS / Steel / MDPE / GI / CNG / De-compression facility activities etc. for CGD project at Kolhapur GA locations. The scope shall also include certification of work and processing of bills as per the respective contracts provision, review of progress etc. All manpower deployed shall have adequate experience in CGD industry and for NDT work, the engineers shall have minimum Level II qualification with adequate experience. (24 man months)</p>	<p>Since the tender is for one year, hence per SOR only 2 engineers are required per month, where as per clause no. 4.3 for MANPOWER RESOURCES, on an average 8 Engineers are required per month.</p>	<p>Refer Corrigendum 1</p>
22	4.5 © of Technical Volume	<p>Agency shall have valid approval of PNGRB as per their (Third Party Conformity Assessment) Regulations for carrying out inspections / audits related to City or Local Natural Gas Distribution (CGD) Networks and Natural Gas Pipelines under relevant PNGRB T4S Regulations – during the entire validity of the contract of HOGPL. Agency should ensure PNGRB accreditation certification is valid till the end of the contract period.</p>	<p>PNGRB approval is required for TPI Agencies, not for EPMC companies.</p>	<p>It is clarified that the requirement of PNGRB approval under Third Party Conformity Assessment (T4S) Regulations is not mandatory.</p>
23	5 of Technical Volume	<p>However, in case of exigencies of work, the personnel shall have to work beyond normal working time. HPOIL shall not pay any additional compensation for such extended hours of work.</p>	<p>As of April 1, 2026, India's new Labour Codes mandate, Overtime Pay: Overtime pay is mandatory at twice the normal wage rate for "workers," excluding managerial or high-earning supervisory staff. And if the engineers are not considered as "worker", why labour license is required as per clause no. 6 (The Agency should have a valid license issued in its favour by the Competent Authority as provided under the Contract Labour (R&A) Act, 1970 in case the Agency employs / is required to employ more than 20 personnel.).</p>	<p>Labour License: Required because the Agency deploys more than 20 people. The Act counts 'heads,' not 'designations.'</p> <p>Overtime Pay: Only applies to those meeting the specific legal definition of a 'worker.'</p> <p>Even if your engineers are classified as supervisory staff (and thus exempt from mandatory double overtime), they are still counted toward the 20-person threshold that necessitates the license</p> <p>Under the new Social Security and OSH Codes, the threshold for a contractor license typically increases from 20 to 50 employees</p>

Signature & Seal of Bidder