



Bhagyanagar Gas Ltd.

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

**BID DOCUMENT FOR**  
**TENDER FOR HIRING OF LIGHT COMMERCIAL**  
**VEHICLES FOR TRANSPORTATION OF CNG IN**  
**ANDHRA PRADESH**

**Bid Document No.: BGL/088/2010-11**

**OPEN DOMESTIC COMPETITIVE BIDDING**

**VOLUME – II OF II**



Bhagyanagar Gas Ltd.

**TENDER FOR HIRING OF LIGHT COMMERCIAL VEHICLES  
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## **SECTION - 7**

### **SCOPE OF WORK/SERVICE**

**And**

### **SPECIFICATION**



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**A. INTRODUCTION**

**Bhagyanagar Gas Limited (BGL)**, a joint venture company of GAIL & HPCL, has undertaken an eco-friendly ambitious project to supply CNG to the automobile sector and natural gas to domestic, commercial and industrial consumers in the State of Andhra Pradesh, the first few stations has been implemented in the city of Vijayawada and also in Hyderabad. The company is in continuous process of expansion of CNG stations and city gas shall commence in near future. Transport services are required for transporting of CNG cascades from “Mother Station” to “Daughter Booster Stations” located in Hyderabad, Kakinada and Rajhamundry & for local transportation in Hyderabad where natural gas is not available through Pipeline. After commissioning of Mother Station in Hyderabad, vehicles deployed for Hyderabad operations will be utilized for local Transportation in Hyderabad.

CNG cascades mounted on Light Commercial Vehicles (LCV) shall be filled from Mother Station for transporting to daughter & daughter booster stations.

**B. SCOPE OF SERVICES**

The scope of CNG transport services shall in general consist of but not limited to the following scope of services.

**For Hyderabad Transportation:**

Providing Light commercial Vehicles (LCV) for minimum payload of 6 tons on rate contract basis for expected initial contract period of Six months from Vijayawada and Eighteen months for local Transport in Hyderabad. BGL reserves the right to split the total requirement of LCVs among various contractors for reason of its own commercial benefit.

- 1. Vehicle Models:** *The Vehicle Model for this contract should be of year 2008 or later only.*
- 2. Auxiliaries:** *Vehicles shall be provided with two earthing connections and fitted with a spark arrestor on the exhaust for which no extra cost shall be payable by BGL. If not provided as stated above the owner reserved the right to get it done at the cost of the supplier.*
- 3. Supervisors:** *The Contractor shall deploy competent Supervisors for the purpose of coordination with BGL on round the clock basis for monitoring the Vehicles movements. Non-deployment or non-availability of supervisors during the operational hour(s) for more than 4 hrs. shall be deemed as one full day (24 hrs) and will attract a penalty of Rs. 500/- per day.*
- 4. Payload:** *LCVs offered by the contractor should be capable of carrying minimum 6 tons payload capacity. Vehicle of payload less than 6 tons shall in no way be acceptable & it is mandatory to meet the RTA requirement. The contractor shall take delivery of CNG storage cascades from BGL store or any BGL CNG stations and securely*



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mount the cascades on Vehicle chassis with locknut and bolts. The mounting nuts and bolts should not become loose during normal operation. After taking over custody of cascades, up keeping and safety of cascades is the responsibility of the contractor. These cascades then transport CNG from Mother station to Daughter Stations / Daughter Booster Stations. On expiry or termination of the contract, cascades shall be returned at the designated Station / store as intimated at that time.

5. All material required for securely mounting the cascades & crane services required for loading & unloading of cascades have to be arranged by the contractor at his own cost.
6. **Driver Responsibilities:** Driver of the Vehicle shall make / remove the quick release coupling connection at the Daughter Stations / Daughter Booster Stations and CNG Mother Stations, Operate the Cascades Manifold Valves, Check and record the cascade pressure at CNG Mother Stations and Daughter Stations / Daughter Booster Stations. For doing these jobs in a safe manner, the driver has to be trained in any CNG station of BGL before actual deployment to drive the cascade mounted Vehicle.

The driver should have valid explosive license & minimum 5 years of driving experience on such vehicles.

They must able to read and write the local language.

The driver should not consume any intoxicant or alcohol while on duty.

7. The contractor shall bear the entire operational cost of the vehicle for transportation of CNG in cascades which shall include but not limited to the following
  - a) Wages and other emoluments for the drivers, helpers & supervisor.
  - b) Cost of fuels, brake oil and lubricating oil, oil required for operation of the vehicles.
  - c) Maintenance and repair cost of the vehicles.
  - d) Licenses, permits, road tax, insurance and any other statutory levies.
8. The contractor shall operate their vehicles at their own risk entirely and BGL shall in no case be held responsible for any damage to the vehicles while on BGL's work. The contractor shall maintain the vehicles in sound mechanical condition at all the times. The contractor will rectify any defect noticed by him or notified by BGL immediately.
9. The contractor shall ensure the safe & correct delivery of CNG at the nominated destinations in the same condition in terms of quality and quantity as has been taken by the contractor at Mother Stations. Any infringement of the above will be deemed as unlawful and BGL will



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hold the contractor legally responsible for the same. Additionally BGL also reserves the right in such an event, to forthwith terminate the contract and / or to impose penalties on the contractor, as BGL may deem fit.

10. **Mobilization time:** The contractor shall mobilize the transport services within 10 days of written requisition by BGL.
11. **Communication set:** The bidder shall arrange two way communication set such as WLL telephone / UHF mobile radio/cell phone to be made available at all time with the vehicle/driver and with the Supervisors. In case the contractor fails to provide this facility, BGL shall make alternate arrangement to make the system operational and necessary payments in this regard shall be made directly to the service provider after deducting such amount from the bills of the contractor.
12. Hiring charges of Vehicle shall include services of Drivers and Supervisors for 24 hours in a day for all days in all the vehicles. No personnel shall be allowed to work for more than 12 hours in a day for which adequate number of personnel shall be deployed.
13. The mobilized fleet shall be fitted with spark / flame arrestor of a design approved by Chief Controller of Explosives and provided with wheel jack, tool kit, and spare wheel(s) at its own cost.
14. The mobilized fleet shall be painted as per colour code and description provided by BGL in addition to the statutory display requirements to carry CNG. The contractor shall be responsible for providing suitable signboards / display boards during Vehicle movement on road or in parked condition. Each Vehicle to paint rear & side panels for display of company name and logo in combination to fulfill the requirements of display of under rules 130 to 137 of Central Motor Vehicles Rules 1989.
15. Painting of the colour codes and all other statutory display has to be done by the contractor at his own cost before deploying the vehicles for carrying CNG Cascades.
16. Contractor shall securely mount the CNG cascade and make all necessary mounting arrangement including hiring of crane for lifting & handling of CNG cascades, supply of 'U' bolts and locknuts for anchoring cascades frame to chassis and installation of necessary supporting stiffener at requisite positions. The complete job of mounting CNG Cascade to the satisfaction of the Engineer-in-charge shall be completed within one day of issue of the cascade.
17. **Technical specifications** / dimension of CNG cascade to be mounted on the Vehicle are as follows :

**For Light Commercial Vehicle of minimum 6 tons payload**

Water litre capacity : 3000 liters



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Length x Width x Height : 3.9 m x 2 m x 1.65 m

Cascade weight with CNG : 6 tons

18. Fire extinguisher (DCP/ CO<sub>2</sub>) for each VEHICLE will be issued by BGL from any other CNG stations of BGL. Contractor shall mount fire extinguishers on the Vehicle as per the directions of Engineer-in-charge. The cost of supply and fabrication of steel material for mounting the extinguishers shall be borne by the contractor. The contractor will be responsible for safe custody of the fire extinguishers and in case of loss or damage of the extinguishers; the cost will be recovered from the contractor.
19. Payment shall begin from the date when contractor has completed mounting of cascade and ready for filling of CNG. Also obtaining permission for 24 hours Entry Permit from traffic police shall be requisite condition for the contractor so that commercial operation of BGL is not affected.
20. Payment of all taxes, duties, and service charges etc. on the Vehicle as per statutory requirements shall be borne by the contractor except toll gates charges.
21. **Indemnity:** Contractor shall indemnify company for any action under Motor Vehicle Act.
22. **Transport Operation:** Transport services shall be provided round the clock on designated routes and as per the schedule given by Engineer-in-charge on all days. Transport services shall be governed as follows :
  - a) Disconnect the quick connect coupling of the cascade after proper de-pressurization of the hose, as soon as storage pressure falls to a level decided by the Engineer-in-charge and transport the cascade to Mother / filling stations.
  - b) Connect the cascade with the filling hose by connecting quick connect coupling available at mother stations for refilling.
  - c) Transport the filled mobile cascades from Mother / filling stations to daughter stations and connect to station tubing through quick connect coupling.
  - d) Each Vehicle shall be provided with a logbook for recording of the pressure level in the mobile cascade in each bank, time, station name etc. to be filled at commencement of each trip. Opening & closing reading of the milometer have to be noted in the logbook. Driver shall also record any leakage, burst disc failure during the trip. The logbook has to be signed by station manager / technician for each trip & countersigned by control room shift in-charge of BGL on daily basis.



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e) Daily filling & dispatch statement has to be prepared by the contractor and the same has to be submitted daily at the respective control rooms of BGL by 8AM daily.

**23.** The Vehicle drivers and attendants shall wear uniform and safety shoes to be supplied by the contractor. Drivers have to maintain the discipline & decorum in the CNG stations. Drivers without proper uniform will not be allowed for duties and penalty will be imposed.

**24.** *In each shift contractor shall depute at least one supervisor for smooth operation of transport services to the satisfaction of Engineer-in-charge. Supervisors shall be provided with the conveyance and mobile phone having two way communication facility for effective supervision and better co-ordination.*

**25.** Contractor shall provide two way communication handsets to the supervisors for communicating with the drivers & movement control. The safety and security of the handsets will be the responsibility of the contractor. In case of loss and damage, the contractor shall be liable for repairing / replacing the sets immediately at his own cost.

**26.** Contractor shall carry out all schedule maintenance of Vehicle and provide the copy of schedule maintenance record to Engineer-in-charge on monthly basis.

**27.** **Off Time:** *Contractor shall be allowed to avail maximum of two days off in a month per vehicle for maintenance of Vehicle. This period of two days includes any scheduled / unscheduled maintenance / breakdown of VEHICLE. The period also includes taking the VEHICLE for statutory requirements to the office of Transport Dept. for the purpose of obtaining fitness certificate and all other statutory documents.*

**28. Penalty**

**I - (Applicable for Hyderabad Transportation from Vijayawada only):** If the contractor execute less than average of **27 round trips** cumulative for Hyderabad in a month due to any reason penalty will be imposed as follows:

**a) *For non-availability of service due to any reason other than accident for more than three hour, penalty will be leviable at double the applicable rate as under:***

The running cost of round trip in multiple of number of shortfall trips i.e number of trips short of **27 trips** on average cumulative per contract per month for Hyderabad.

**b) *In case of non-availability of vehicle due to accident, the contractor should provide an alternate vehicle within 24 hrs, failing which penalty clause as given in a) shall be applicable.***



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The contractor shall be allowed to accumulate the off duty period for as in clause 27 a maximum of **4 days per** Vehicle continuously in a span of 2 months, absence from duty for more than 4 days shall not be permitted in any circumstances and penalty as stated above shall be levied, unless it meets the Cumulative LCV trips per contractor.

**However Cumulative of minimum guaranteed Trips per vehicle (Applicable for Hyderabad Transportation from Vijayawada only) is considered for the individual contractor per month without carry forward to the next month for billing.**

**II - (Applicable for Hyderabad Local Transportation only):** In case the VEHICLE and or the driver remain off duty / absent for more than two days due to any reason, penalty will be imposed as follows:

**a) For non-availability of service due to any reason other than accident for more than three hour, penalty will be levyable at double the applicable rate as under:**

Pro rata rate of monthly standing charges will be deducted from the monthly bill.

**b) In case of non-availability of vehicle due to accident, the contractor should provide an alternate vehicle within 24 hrs, failing which penalty clause as given in a) shall be applicable.**

- 29.** Contractor shall plan schedule maintenance in consultation and prior permission of Engineer-in-charge.
- 30.** The contractor shall obtain the Traffic Police clearance for 24-hour entry permit for plying CNG cascades mounted VEHICLE on road. Any assistance / document required in this regard shall be provided by BGL. The Vehicle movement shall not be restricted within the city of Vijayawada & Hyderabad and therefore necessary permit for state transport movement between any cities of Andhra Pradesh shall also be obtained by the contractor at its own cost. The commercial operation of BGL should not be effected for non-compliance of such requisite permits. If at all the operation is effected the loss shall be recovered from the contractor on the rate decided by the Engineer-In-Charge.
- 31. Insurance:** *The contractor shall be required to take Comprehensive Insurance Policy coverage for each vehicle taken from a reputed Insurance Company and shall keep in force during the tenure of the contract. For all other company's materials i.e. cascades, fire extinguishers etc. BGL will arrange insurance at its own cost. In case of any damage caused by the act of the contractor personnel to company's property on the vehicle and is not recoverable from the insurance company the same will be recovered from the contractor.*
- 32.** Vehicle provided under the transport services should be covered by ZONAL PERMIT at contractor's cost.



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**33.** The contractor shall ensure that no person in the vehicle would smoke or no fire or other ingredients of ignition should be permitted in the vicinity of the vehicle. No other goods should be carried in the vehicle. The vehicle engaged for transportation of CNG shall not carry any persons or goods other than the crewmembers of the vehicle.

**34. EXCLUSIONS**

The following shall be provided by BGL:

- a) CNG Cascades
- b) Supply of Fire Extinguishers

**35. LOCAL CONTACT OFFICE**

It is necessary that the contractor has a contact office at Vijayawada & later in Hyderabad and gets the photographs, names and addresses designations and signatures of their authorized Supervisors/ representative duly registered in advance with the BGL.



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**SECTION – 8**

**SPECIAL CONDITION OF CONTRACT**



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**SPECIAL CONDITION OF CONTRACT**

**1.0 GENERAL**

- 1.1 The transport services shall be provided in terms of shift patterns on round the clock basis as mentioned in the tender document.
- 1.2 The contractor is required to carry out all services as mentioned in the scope of service and schedule of rates on all the 365 days including Sundays and all holidays
- 1.3 The contractor shall allow weekly rest to his workmen and daily working hours will be fixed as per relevant Act/ Law/and rules made there under but not more than 12 hours on continuous duty in a day. However, no work shall be left incomplete / unattended on any holiday/ weekly rest. The contractor or his authorized representative shall interact with Engineer-In-charge daily for smooth movement of the transport services.
- 1.4 Contractor has to ensure the safety of man and machine all the times. The contractor shall remain at all times liable to BGL for any loss or damage caused to any building plant machine, of BGL due to careless, negligent, inexperienced act of default of the contractor, his/their agents, representative or employees. BGL shall be the sole judge as regards the quantum of loss or damage and it shall be entitled to deduct from the amount payable hereunder to the contractor the cost of repairs or the amount of loss or damages.
- 1.5 The contractor will be liable for any loss or injury to BGL employees/agents due to careless, negligent, inexperienced act or default of the contractor, his / her agent's representative or employees.
- 1.6 Regarding work completion, the decision of the engineer-in-charge shall be final.
- 1.7 BGL does not make any commitment to provide his employees with facilities such as office accommodation canteen, tea, toilet, telephone etc.
- 1.8 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.
- 1.9 Contractor shall maintain proper record of his working employees' attendance and payment made to them.
- 1.10 The contractor's representative/ supervisor shall report daily to the shift-in-charge in the control rooms for day-to-day working, filling & dispatch of Vehicles.



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- 1.11 The contractor will strictly adhere to all the safety rules and regulations prevailing and applicable from time to time at the installations as directed by BGL.
- 1.12 The rates quoted by the bidder must be inclusive of all taxes, duties and other statutory levies on the vehicles, contractor share of P.F. and insurance charges, contractor profit, repair & maintenance cost of the Vehicle, license permits, works contract tax and any other expenditures.
- 1.13 It will be the responsibility of the contractor to pay as per the minimum wages of the appropriate government rules applicable under the minimum wages act.
- 1.14 The services shall be provided in terms of shift pattern on the round the clock basis. The contractor is responsible to provide effective and efficient services in all shifts and assure that there is no disruption in the service for want of any resources.
- 1.15 All arrangement for communication from mother/filling stations to the drivers working on jobs under the contract shall be the responsibility of the contractor. The contractor has to provide mobile phones having two way communications or radio hand sets to his supervisor.
- 1.16 The contractor shall indemnify the company from any claim of the contract labour.
- 1.17 No Vehicle can be taken out of service for more than three days (accumulated accounts) on account of repair and maintenance or otherwise without providing the replacement.
- 1.18 All the jobs mentioned under scope of services shall be carried out as per sound engineering practices, work procedure documentation and as per the guidelines/ direction of engineer-in-charge or his authorized representative.
- 1.19 ***BGL reserve the right to split the total requirement of Vehicles among various bidders.***

**2.0 INSPECTION**

The Owner or its representative shall have the right to inspect Vehicles to confirm their conformity to the Contract specifications and shall be liable to rejection/cancellation if such specifications are not met.

**3.0 PAYMENT TERMS**

100% payment on monthly basis as per schedule of rates shall be made subject to certification of bills by Engineer-in-charge. TDS or any other deduction if applicable during the currency of contract shall be deducted on monthly basis against each bill. WCT, or any other tax levied by Govt. shall



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be borne by the contractor **except transport Service tax which shall be paid directly by BGL.**

**4.0 PERMITS & CERTIFICATES**

Bidder shall procure, at his expense, all necessary permits, certificates and licenses required for free movement of Loading / Unloading of Vehicles by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and bidder further agrees to hold Owner harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. Owner will provide area of operation for the vehicles from time to time and necessary assistance shall be provided to the bidder to obtain the required permit.

**5.0 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 contract personnel.

**DISCIPLINE**

The contractor shall be responsible for the discipline and good behavior of all his personnel deployed in the services contracted 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.

**6.0 GATE PASS / IDENTITY CARD**


If required by the BGL the contractor shall arrange to supply / renew identity card to his workforce at his own cost for security or for any other reasons. Those contractors' personnel shall be required to carry their respective identity cards while on duty and produce on demand.

**7.0 RIGHT TO GET SERVICE CARRIED OUT THROUGH OTHER AGENCIES**

Nothing contained herein shall restrict BGL from accepting similar service from other agencies, at its discretion and at the risk and cost of the contractor, if the contractor fails to provide the said service as per the terms, scope specified in this tender any time.

**8.0 SUB LETTING OF CONTRACT**

No part of this contract shall be transferred or assigned or sub-let, directly or indirectly to any person / firm or organization.

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9.0 **DURATION OF CONTRACT**

The period of contract shall be **Two Years** from the date of issue of Fax of Intent.

**BGL reserves the right to operate all the vehicles in Hyderabad local after commissioning of the Mother Station at Shameerpet. Till then vehicles have to fill CNG in Vijayawada Mother Station and transport to Hyderabad and occasionally for Kakinada and Rajahmundry Daughter Booster Stations which are also considered for trips.**

During the tenancy of this contract, BGL can increase and or decrease the number of the vehicles required. The quantity of work / services(s) showing in the schedule of rates is tentative. **No compensation on account of decrease of scope of services shall be payable** to the contractor whatsoever may be the reasons thereof.

Contractor will have to mobilize the vehicles within 10 days from the date of Fax of Intent or on written demand serve by the Engineer-In-Charge. The contract period shall be reckoned from the date of FOI.

The agreed rates shall remain firm till the expiry of contract and the contractor shall not be entitled to any escalation or revision (statutory or otherwise) or any right to claim, whatsoever by way of representation, explanation, statement, or alleged representation or an outstanding or promise given or alleged to have been given by any employee of the company or due to contractors own ignorance or on account of the difficulties or hardships faced by him. The rates as such shall be inclusive of all taxes / duties / levies etc. and shall remain firm till expiry of this contract.

However, escalation / de-escalation on account of change of rate of diesel will be applicable as defined in the aforementioned clause of this tender document with applicable base price at Vijayawada while transport from Vijayawada Mother Station and base price at Hyderabad for local Transport.

Relevant information / certificates called for in the bid shall be annexed to the bid properly. Non receipt of any information / certificates with the bid shall entail rejection of the bid.

Canvassing in any form shall entail disqualification.

10.0 **THE ENGINEER 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 be bound by the same.
- ii) **Deployment Schedule:** Request deployment of Vehicles to the contractor either all at a time or staggered over a period of Two years for **Hyderabad** transportation from the date of FOI. He shall be in full power to refuse any or all of the vehicles which are not in a good condition serviceable for CNG transport or not meeting the



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specifications. Meeting the model and year of manufacture shall not be binding for acceptance by BGL. In this effect Engineer In-Charge shall be in full power to decide the suitability or unsuitability. However detail report of non-suitability shall be submitted by the Engineer In-Charge in writing.

- 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.

#### 11.0 **CONTRACTORS WORKMEN**

The contractor shall indemnify BGL & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employee for the execution of this contract at any time during the contract period and also after the contract period is over for such cases arising out of the time when the contract was operative. All workmen engaged by the contractor shall be on his roll and be paid by him and BGL shall have no responsibility towards them.

The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7<sup>th</sup> of the following month to the personnel deployed by him in the presence of the Company's representative.

If, however, any claim is made by any employees of the contractor against the BGL for wages, compensation or any sum of dues, the contractor agrees to indemnify the BGL of all such claims and to pay all the expenses which the BGL may incur in defending any proceedings pursuant to such claims.

Unauthorized driving of the contractor's LCVs by his men, who do not possess valid necessary vehicle driving licenses within or outside the BGL's premises while handling transportation for the BGL shall not be permitted.

The contractor and his men shall abide by the rules and regulations of the BGL when they are within the BGL's CNG stations premises. All safety precautions as per the BGL's rules should be observed by the contractor and his staff/men so long as they are within the BGL's CNG station premises.

The contractor shall be responsible for and shall pay any compensation to their employee's payable under the Workmen's Compensation Act 1923 and 1933 and the amendments thereto for the injuries caused to the workmen. The contractor shall be responsible for and pay the expenses for providing medical treatment to any employees who may suffer any bodily injury as a result of any accident. In every case, in which by virtue of the provisions of section 12 sub-section 1 of workmen's compensation Act, 1923, the BGL is obliged to pay compensation to workmen employed by the contractor in execution of the works, and without prejudice to the rights of the BGL under section 12, sub-section 2 of the said Act, the BGL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due from the BGL to the contractor whether under this contract or otherwise. The BGL shall not be bound to contest any claim



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made against it under Section 12, Sub-section 1 of the said Act except on the written request of the contractor and upon his giving to the BGL full security for all costs for which the BGL might become liable in consequence of contesting such claims.

The contractor shall be liable for all payments to his staff employed for the performance or carrying out of the said work and in respect of all claims and liabilities of the contractors business and the BGL shall in no event be liable or responsible for any payment and the contractor shall keep the BGL indemnified against the same and from all proceedings in respect thereof.

The contractor shall duly introduce the Provident Fund Scheme to the staff employed by him, if so required, by law as envisaged by the provisions of Employees' Provident Fund Act.

The Contractor shall duly introduce the contributory scheme for the employees under him, it so required by law, as envisaged by the provisions of State Insurance Act, 1946.

The contractor shall observe and implement all the laws of the land and the rules frames there under which are beneficial to the staff employed by him and that the BGL shall, in no event be liable or responsible for any default that will arise out of on-observance of such laws, rules on the part of the contractor and that the contractor shall indemnify and keep indemnified the BGL against the same and form all proceedings in respect thereof.

The Contractor agrees to abide by the Motor Vehicles Act, payment of Wages Act and other Labour regulation in force in the area where he is plying the CVs.

The contractor shall indemnify and keep indemnified the BGL from any claims made under the Workmen's Compensation Act of 1923, Employees State Insurance Act, Employees' Provident Fund Act and/ or other Laws in force by the contractor's employees including the driver, cleaner, labour or any other person in connection with the transportation of the product.

The contractor shall indemnify BGL 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.

## 12.0 **TERMINATION OF ORDER**

### 12.1 Termination for Default

The Owner may without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or in part:-

- a) If the bidder fails to deploy the vehicle / vehicles within the time period(s) specified in the contract ; or



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- b) If the bidder fails to perform any other obligation(s) under the contract ; or
- c) Non-availability of service for any reason; and
- d) If the bidder, in any of the above circumstances, does not rectify his failure within a period of 10 days or such longer period as the owner may authorize in writing after receipt of the default notice from the Owner, BGL reserves the right to hire the vehicles from any other alternate source at full risk and cost of the contractor and the actual charges incurred shall be recovered from the contractor inclusive of all taxes & duties.

**Termination for non requirement**

The owner may terminate the contract (whole or in part) in case the ordered vehicles are no longer in need which may arise out of policy or marketing related changes by serving due notice in this regard.

**13.0 COMPLIANCE OF LAWS**

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 installations where job is to be carried out are live and have hydrocarbon environment, contractor shall comply with all safety rules and regulations and other appropriate instructions issued.

- 14. Escalation and De-escalation of fuel Prices:** Escalation or de-escalation on account of fuel price changes shall be applicable only for a quantum change of Rs. 1/- or more from the base price per ltr of diesel & CNG in the following manner:

- a) For Transportation from Vijayawada:  **$X * Y * R$**   
b) For Local Transportation in Hyderabad:  **$X * Y * R1$**

The applicable base price for **a) Diesel is Rs 38.55 per litre, CNG is Rs 26.00 per Kg at Vijayawada & b) Diesel is Rs 39.17 per litre, CNG is Rs 36.00 per Kg at Hyderabad local respectively.** Bidders to quote the running cost on the basis of these base prices.

Where,

1. **X** is the price difference (Actual price – Base Price)  $\geq [1]$
2. **Y is the running KM traveled in the month**
3. **R & R1 are the multiplying factors whose values are R= 0.143 & R1= 0.182**

**15. Procedure for Negotiation:**

In the event of negotiations, the same will be held with L-1 party/parties. Counter offer of the rate finalized with the L-1 party shall be offered to the



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other parties in ascending order of their rankings till the full requirement of LCV is met. Any party/parties not willing to accept/refuses the counter offer, the chance shall be provided to the next higher ranking party/parties. **The party who has refused once shall not be considered thereafter.**

**16. Ownership of Vehicles:** On successful award of work order, the contractor shall deploy minimum **50%** of the required number of LCVs which shall be directly owned by him.

**17. Evaluation of the offers:** The Evaluation will be done as a whole combining the total quoted prices against Part 1A & 1B of the SOR.



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## **SECTION – 9**

### **TIME SCHEDULE**



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**TIME SCHEDULE**

The contractor shall supply the Vehicles within 15 days from the date of FOI or date of written requisition for deployment. Vehicle supply contract period shall be for two years, first six months from Vijayawada to Hyderabad and another 18 months for Hyderabad local transportation. **The owner reserved the right to stagger the vehicle deployment as per the commercial demand of CNG.** However, all the Vehicles shall necessarily be deployed within Six months from the date of FOI and any balance, if left, shall be deployable on mutual acceptance.

The contractor shall supply the Vehicles within 10 days from the date of FOI or date of written requisition. Vehicle supply contract period shall be for 2 (two) years from date commencement of first vehicle. **The owner reserved the right to stagger the vehicle deployment as per the commercial demand of CNG.** However, all the Vehicles shall necessarily be deployed within Six months from the date of FOI and any balance, if left, shall be deployable on mutual acceptance.

In case the contractor fails to supply the required vehicle(s) as mentioned in the requisition letter within the time schedule as mentioned above **Liquidated damage** as in **GCC clause-27.1** shall be applied with the following modification:

- a) The penalty @ 0.5% per week delay or part thereof shall be applied on the total amount calculated for the number of Vehicles mentioned in the requisition letter and not on the total contracted value as mentioned in the GCC.



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**PROFORMA OF SIMILAR WORK EXPERIENCE**

**A. Completed Work Orders:**

Bidders Past Experience in transportation of CNG/LPG/other Hydrocarbon Products:

<b>Sl. No</b>	<b>copy/Work order &amp; Year</b>	<b>Description of Work</b>	<b>Value of Work done</b>

**B. Present Work Orders:**

Bidders Present Contract in transportation of CNG/LPG/other Hydrocarbon Products:

<b>Sl. No</b>	<b>copy/Work order &amp; Year</b>	<b>Description of Work</b>	<b>Value of Work done</b>



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**SECTION – 7**  
**SCHEDULE OF RATES (SOR)**



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**PREAMBLE FOR SCHEDULE OF RATES (SOR)**

**1.0 SCOPE OF SERVICES:**

The scope of Services for this tender is to deploy 6 MT Payload Light Commercial Vehicles for the transportation of CNG through cascades from Vijayawada to Hyderabad till commissioning of Mother Station at Shameerpet, Hyderabad and the same vehicles to be deployed for the transportation of CNG within a radius of 100KM of Hyderabad after commissioning of Mother Station.

**2.0 EVALUATION CRITERIA:**

**Evaluation will be done as a whole combining Part 1A and 1B of the SOR for a total period of 24 Months, six months from Vijayawada to Hyderabad operations and thereafter 18 Months in Hyderabad local, however the actual required services will depend upon the commissioning of Mother Station at Shameerpet, Hyderabad**

**BGL reserves the right to operate all the 10 LCVs for Hyderabad local transportation after commissioning of the mother station.**



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**SCHEDULE OF RATES (SOR)**

**PART I (A) –VIJAYAWADA TO HYDERABAD OPERATIONS:**

**(Till the commissioning of Mother Station in Hyderabad or till Six Months).**

**Supply of minimum 6 ton payload diesel / CNG driven Light Commercial Vehicle  
operating 350 km radius of Vijayawada**

Item s	Item / Description	Unit	Qty Per month	Unit Rate (Rs)	Total Amount (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
1.1	Providing of minimum <b>6 ton</b> payload capacity diesel / CNG driven light commercial vehicles, (LCV) for <b>round the clock operation</b> basis as detailed in the tender document. Equipped with communication set, drivers and supervisors to coordinate the entire fleet of LCV operation.	Nos	10	*****	*****
1.2	<b>Running charges</b> (Minimum assured running per month: 15000 KM)	KM	15000	Rs./KM- LCV	= (4) x (5) x (60) <b>LCV Months</b>

**Note:**

- 1) In item no. 1.1 the indicated quantity is an estimated quantity and shall be considered for price evaluation purpose. Successful bidder(s) shall comply with the actual requirement of the owner's business without any restriction on distance coverage and Payment shall be made for the actual KM run in the month.
- 2) Quoted price shall be inclusive of all taxes and duties **except Service tax.**
- 3) Bidders should offer minimum 5 LCVs out of the total 10 LCVs under this item. Owner reserved the right to split the order to different successful bidders (minimum 5 numbers) provided the offered quantity meets the requisite quantity as mentioned and matching with the L1 rates.
- 4) Toll gate charges (if applicable) shall be reimbursed on the basis of proof submitted along with the monthly bill.
- 5) Minimum assured running of 15000 KM per month shall be reduced by such quantity prorated for the hours/days if the vehicle services are not available.
- 6) The Contractor has to execute minimum average of 27 trips per month cumulative failing which penalty shall be imposed as per penal clause 28 (a) of Scope of Work.

Date:

Signature of the Bidder  
With Seal



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**PART 1 (B) - HYDERABAD LOCAL OPERATIONS:  
(After commissioning of Mother Station or Six months).**

**Supply of minimum 6 ton payload diesel / CNG driven Light Commercial Vehicle  
operating 100 km radius of Hyderabad**

<b>Items</b>	<b>Item / Description</b>	<b>Unit</b>	<b>Qty Per month</b>	<b>Unit Rate (Rs)</b>	<b>Amount (Rs.)</b>
(1)	(2)	(3)	(4)	(5)	(6)
2	Providing of minimum <b>6 ton</b> payload capacity Diesel/CNG light commercial vehicles, (LCV) for <b>round the clock operation</b> basis as detailed in the tender document. Drivers equipped with communication set to coordinate the entire fleet of LCV operation.	*****	*****	*****	*****
2.1	<b>Monthly fixed standing charges</b> inclusive of 3000 KM free running without additional charges.	Nos.	10	Rs./CV	= (4) x (5)
2.2	Running charges in addition to 2.1 above per month	KM	3000	Rs./KM-CV	= (4) x (5) x (180) <b>LCV Months</b>

**Note:**

- 1) In item no. 2.1 the indicated quantity is an estimated quantity and shall be considered for price evaluation purpose. Successful bidder(s) shall comply with the actual requirement of the owner's business without any restriction on distance coverage and Payment shall be made for the actual KM run in the month.
- 2) Quoted price shall be inclusive of all taxes and duties **except Service tax.**
- 3) Bidders should offer complete scope of the items. Part offer received shall not be considered. Owner reserved the right to split the order to different successful bidders.

Date:

Signature of the Bidder  
With Seal