

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

**BID DOCUMENT FOR**

**Comprehensive Annual Maintenance Contract of M/s  
SAFE or ICL Booster Compressors and Dispensers of  
BGL at Hyderabad, Vijayawada & Kakinada.**

**UNDER OPEN DOMESTIC  
COMPETITIVE BIDDING IN TWO BID SYSTEM**

**Bid Document No.: BGL/295/2015-16**

**VOLUME-II of II**



Bhagyanagar Gas Ltd.  
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LIMITED

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## **SECTION 7**

# **SERVICE REQUISITION**

**Service requisition for Comprehensive AMC of Booster Compressors (SAFE / ICL make):**

S.No	Station name	Make of Compressor	Proposed Period (Months)
1	Daraboina Filling Station, Nagole, Hyderabad	(M/S. SAFE OR ICL make)	23.00
2	Sapthagiri Filling Station, Meerpet, Hyderabad	(M/S. SAFE OR ICL make)	23.00
3	Lalitha Devi Petrol Pump, RP Road, Hyderabad	(M/S. SAFE OR ICL make)	23.00
4	Sri Chakra Filling Station, Nampally, Hyderabad	(M/S. SAFE OR ICL make)	23.00
5	Sri Srinivasa Service Station, Ramavarappadu, Vijayawada	(M/S. SAFE OR ICL make)	23.00
6	Ravindra Oil Company, Bhavanipuram, Vijayawada	(M/S. SAFE OR ICL make)	23.00
7	Radhakrishna Service Station, Tadepalli, Vijayawada	(M/S. SAFE OR ICL make)	23.00
8	APSRTC, Governorpet-II Depot (02 nos. Boosters), Vijayawada	(M/S. SAFE OR ICL make)	24.00
9	APSRTC, Ibrahimpatnam-II Depot (02 nos. Boosters), Vijayawada	(M/S. SAFE OR ICL make)	24.00
10	JP Fuels, Cinema Road, Kakinada	(M/S. SAFE OR ICL make)	24.00
11	Srinivas Agencies, Lalacheruvu, Rajahmundry	(M/S. SAFE OR ICL make)	23.00

**Service requisition for Comprehensive AMC of Car / Bus Dispensers (SAFE / ICL make):**

S.No	Station name	Make of Dispenser	Proposed Period (Months)
1	Daraboina Filling Station, Nagole, Hyderabad	M/S. SAFE OR ICL make)	23.00
2	BGL Mother Station (02 nos. Dispensers), Vijayawada	M/S. SAFE OR ICL make)	23.00
3	Sri Srinivasa Service Station, Ramavarappadu, Vijayawada	M/S. SAFE OR ICL make)	23.00
4	Basaveswara Filling Station, Ajitsingh Nagar (02 nos. Dispensers), Vijayawada	M/S. SAFE OR ICL make)	23.00



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## **SECTION 8**

### **SCOPE OF WORK**

### **General Scope of Work:**

The Contractor must follow the Operation & Maintenance requirement as stated below but not limited to and ensure to provide trouble free services to the satisfaction of the owner.

#### **1. Accommodation / transportation / medical**

The contractor shall make his own arrangement for the accommodation of his personnel at respective locations and subsequent transportation arrangement for them from their place of residence to work place or any other place as required and company shall have no obligation in this respect. The company shall not be responsible for providing any medical assistance to the contractor personnel.

#### **2. Discipline**

The Contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services contracted out and should any complaint be received against any of his employee; he shall arrange to replace such persons within 24 hours of notice issued by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this matter shall be final and binding on the contractor.

#### **3. Gate pass / identity card**

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

#### **4. Sub-letting of contract**

No part of this contract nor any share or interest therein in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly to any person / firm or Organization without prior permission of BGL.

#### **5. Compliance of Laws:**

The Contractor deploying 20 (twenty) or more workmen as contract labour shall have to obtain licence from appropriate licensing authority, if required. The Contractor (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various labour laws legislation's including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.

The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government agencies as applicable under the laws in respect of the contract and personnel deployed by the contractor for rendering services to BGL and shall deposit the required amount with the concerned statutory authorities on or

before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the employer's contribution to the Provident Fund.

The Contractor shall not engage / deploy any person of less than 18 years under this contract and the persons to be deployed should be physically and mentally fit.

The installation where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by BGL for its operation. It shall be the duty / responsibility of the Contractor to ensure the compliance of fire, safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the contractor's personnel will lead to the termination of the contract in all respects and shall face penal / legal consequences.

The Contractor shall arrange for insurance of all this workers engaged on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of worker's compensation Act, 1923 or any other law in force. BGL has to pay compensation for a workman employed by the Contractor due to any cause whatsoever the amount so paid shall be recovered from the dues payable to the Contractor and / or security deposit.

#### **6. Contractor's responsibility:**

The Contractor shall depute his Supervisor / O&M In charge for supervision of the services to receive instructions from Engineer-in-Charge or his representative.

#### **7. General:**

The operation and maintenance services shall be provided in terms of shift pattern on the round the clock basis.

i) The Contractor shall deploy adequate number of technicians / operators / engineers / helpers as well as tools & equipment for smooth and proper operation & maintenance of the compressors supplied in terms of the contract. In case required to meet operational requirements, the Contractor shall augment the same as per direction of Engineer-in-Charge.

ii) The Contractor is required to carry out all services as mentioned in the Scope of Services and Schedule of Rates on all the 365 days including Sunday and all holiday and around the clock.

iii) The Contractor shall allow weekly rest and daily working hours to his workmen as per the relevant Act / Law / and Rule made there under. However, no work shall be left incomplete / unattended on any holiday / weekly rest. Technician / operator provided shall have minimum qualification of ITI. Contract in person or his authorized representative shall provide the services on daily basis to interact with Engineer-in-Charge and deployed workmen.

iv) The workforce deployed by the Contractor for O&M services at CNG installation shall be of sound relevant technical professional expertise which is otherwise also essential from the safety point of view of the personnel of the Contractor as well as for the installation.

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v) Contractor has to ensure the safety of man and machine all the times. Damages of equipment due to negligence will be recovered as per the decision of Engineer-in-Charge, which will be final.

vi) Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.

vii) The Contractor shall make his own arrangements to provide all facilities like boarding and transport etc. to his workmen.

viii) All personnel of the Contractor entering on work premises shall be properly and neatly dressed and shall wear uniform, PPE, badges while working on premises of the company including work sites.

ix) Contractor shall maintain proper record of his working employee's attendance and payment made to them.

x) The Contractor's representative / supervisor shall report daily to the Shift-in-Charge for day to day working.

xi) All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by BGL will be strictly adhered to by the contractor.

xii) The rates quoted by the Contractor must be inclusive of all taxes, duties, service tax, work contract tax and any other levies, contractor's share of P.F. and insurance charges, contractor's profit and any other expenditure etc.

xiii) It will be the responsibility of the Contractor to pay as per the minimum wages as directed by RLC (Regional Labour Commissioner – Central) in line with Minimum Wage Act 1948.

xiv) 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 services for want of any resources.

xv) The Contractor shall establish a central control room to operate 24 hours, seven days a week where complaint regarding non-performance of the compressors in terms of the contract can be lodged. Further, the Contractor shall deploy adequate number of technicians / operators / engineers at various site offices in consultation with Engineer-in-Charge to provide trouble free operation & maintenance of the compressors.

xvi) All arrangements for communication from control room to the contract person working on job under the services shall be the responsibility of the contractor, viz pagers / walky-talky.

xvii) All the jobs mentioned under scope of services shall be carried out as per sound engineering practices, work procedure documentation, recommendation of the manufacturer and as per the guidelines / direction of engineer-in-charge of authorized representative.



**8. Operation & Maintenance of compressor packages during contract period:**

a) All OEM spares, required for carrying out the operation and maintenance of the complete compressor packages during the contract period, including preventive, predictive, breakdown maintenance etc. for continuous and uninterrupted operation of compressor packages shall be supplied by the contractor at free of cost to the Owner.

b) The Contractor shall have to keep all the consumables like lubricants, coolant, filters, gaskets, O-rings etc. required for carrying out preventive, predictive, breakdown maintenance etc. of the package so as to minimize the down time of the compressor.

c) All tools, tackles and fixtures required for carrying out the above maintenance of the compressor shall be in scope of the Contractor. The scope will also include handling equipment like crane, forklift, chain pulley block etc. required during the any maintenance activity. Painting of the required equipment/enclosure should be completed on yearly basis.

d) Any expert services required from Principle Company or OEM shall be arranged by the Contractor or his agent at his own cost. All arrangements like phone, fax, computer, internet etc. required for correspondences with above personnel shall be arranged by the Contractor.

e) The periodic maintenance required to be done as per OEM recommendation shall be taken up promptly. The Contractor shall provide the detailed preventive maintenance schedule along with

i) Estimated down time required for each type of maintenance schedule.

ii) List of spares and their quantities required for each type of maintenance schedule per compressor.

iii) Type and number of man days required for each type of maintenance schedule per compressor.

f) The Contractor shall use only OEM's certified spares during maintenance. In case, the schedule maintenance of the OEM manual recommends to check and replace parts like valves springs, valve plates, piston rings etc. after certain time interval, same shall be replaced or used further only on approval from the BGL representative. However any unto ward consequences for non-replacement of such parts shall be the responsibility of the Contractor.

g) All routine and periodic checks / inspections required to be done as per OEM recommendation shall be done by the Contractor. Instruments required for above inspection like vernier calliper, micrometer screw gauge, fill gauges, bore gauge etc. shall be in scope of the Contractor and these instruments shall be calibrated every year.

h) All parts replaced by the Contractor during the above contract period shall be properly packed and stored/disposed/scrapped.

i) The Contractor shall submit a copy of the daily / weekly / fortnightly / monthly / bio-monthly / quarterly and yearly performance report to the EIC in both soft and hard form. All stationery including the printed material shall be in scope of the Contractor.



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- j) All the maintenance / inspection job carried out by the Contractor shall be recorded and the report of the same shall be jointly signed by BGL representative.
- k) The EIC will be final authority to take decision with regards to maintenance or replacement of spares or any disagreement between the Contractor and BGL, during the execution of the contract.
- l) The Contractor shall carry out calibration of gas detectors and flame detectors every six months/yearly or earlier as per requirement or instruction of EIC of BGL. Also yearly calibration of all the instruments such as pressure gauges, transmitters, switches, mass flow meters etc. shall be in the scope of the Contractor. In addition to the above all safety relief valves shall also be tested and calibrated every year.
- m) PLC programming/repair/update/reinstall is in the scope of contractor and same should be carried out with OEM/OES.
- n) Calibration shall be done from government-approved laboratories and shall be carried out at least 1 week prior to the calibration due date.
- o) The periodic maintenance required to be done as per OEM recommendation shall be taken up promptly. The Contractor shall plan such maintenances during non peak hours and in consultancy with the EIC of BGL. Any maintenance that needs to be taken up shall be well planned in advance with due approval of the EIC. The scope shall include preparation of maintenance schedule for carrying out the maintenance during the contract period.

**Brief Scope of Work:**

**1. Equipment under AMC**

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

Sr. No.	Name of Equipment & Make	Model & Brief Specification	Qty. (Nos.)
1	Booster Compressor Package of M/s. SAFE OR ICL make	B 30-30 model of 250 SCMh capacity	13
2	CNG Car Dispenser of M/s. SAFE / or ICL make	ESP 22/3	06

Other accessories like Radiator with motors and pumps, Air Compressors, Control panel etc. related to the Booster Compressor packages and Dispensers.

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

The functions and responsibilities are listed below:

- To function as an integral member of the BGL O&M coordination team.
- Interface with Contractor / BGL on all equipment and system issues mobilize any Contractor / BGL resources required for scheduled or unscheduled maintenance.
- Assist BGL personnel with development and implementation of sound operating and maintenance strategy and procedures, including corrective action guidance.
- Assessments of consumables, operational and maintenance spares, OEM services etc. Maintain spares inventory well in stock to avoid any uninterrupted operations on round the clock basis.
- Provide reports as per BGL O&M practices.
- Conduct training programs for upgrading O&M resources, participate in all Contractor / BGL sponsored safety trainings.
- Collect and provide data as deemed necessary by BGL to analyze equipment performance.
- Responsible for performing all routine, breakdown & scheduled maintenance activities during O&M.
- Monitor the performance of equipments.
- Monitor all essential parameters of the running equipment and report any discrepancy in operational parameters.
- Responsible for log book data capturing, minor maintenance activities, safety of equipments for safe operations.

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

**3. Scope of work – Operation & Maintenance**

**3.1 Spares & Consumables**

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

### 3.2 Tools & Tackles

One set of conventional Mechanical & Electrical general tools for maintenance job shall be provided by Contractor.

### 3.3 Special Services

- Contractor shall arrange calibration of all the instruments which are installed in the package annually after necessary approval from BGL.
- Contractor shall arrange filling of Co2 cylinders quarterly, however the flooding system function check with discharging the Co2 shall be carried periodically and recorded.
- Contractor shall arrange visit of vendor representative for package routine maintenance depending on site requirement. Services like inspection, breakdown, top / major overhauls shall be taken care by contractor.
- Contractor shall arrange welder / plumber when required with material if required.
- Contractor shall arrange Panel vendor / Software programmer visit when required with parts if required.
- Contractor shall provide all necessary lifting equipment.
- Contractor shall provide all necessary facilities of any additional repair, welding, testing, calibrations etc.
- OEM services if required for any Overhauls.
- Maintenance of the instruments, transmitters, controls, switchgear within the battery limit.
- Contractor shall provide First Aid box at site.
- Contractor shall provide painting of canopy and equipments annually / as and when required.
- Contractor shall supply electrical system / panel which are damaged in case of power failure.

### 3.4 Additional Services

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

### 3.5 Scope for AMC Activities

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

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

Technician's activities are as detailed below:

1. All annual O&M spare parts (regular / breakdown / overhauling) will be in the scope of Contractor.
2. Round the clock trouble free and safe operation and maintenance of the following equipment as per laid down operating procedures
  - a) Gas compressors, Electric motor, Cooling system, Overhead makeup coolant tank, Gas line within the battery limit, Valves etc.

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- b) Instrumentation – PTs, TTs, PGs, FTs, Electronic panels, Control valves, PSVs etc.  
c) Electrical panel, Radiator system, Air compressor system and Co2 flooding system.
3. Upkeep of all operational and maintenance records and everyday logging of all the critical parameters of equipment, hours run and any specific maintenance / repairs carried out including material / spares consumed.
  4. Continuous vigil on the condition of running equipment
  5. Preventive maintenance schedule of all the equipment to be followed religiously using genuine OEM / OES spares and to be recorded in logbook.
  6. Fault finding and troubleshooting of the equipment are carried out and maintain the record of it.
  7. Schedule maintenance shall normally be carried out by interacting with Engineer in charge during day time general shift, however routine checks and maintenance to be carried out on round the clock.
  8. Upkeep of equipment shall be taken up immediately after completion of maintenance or a repair and area shall be kept neat and clean. The waste generated during maintenance shall be dumped in a designated area with in the CNG station
  9. Provide the quality and adequate quantity of lubricating oils and cleaning agent as per OEM recommendations.
  10. Coordinate calibration of the instruments and maintain records.
  11. MIS duties – all Checklists, DPRs, Monthly reports miscellaneous correspondence regarding resource requirements and information required by management as and when required.
  12. Providing resources such as tools, cotton waste etc. as required for operations.
  13. Providing all personnel with the necessary PPE like Safety shoes, Hand gloves, Cotton uniform etc. and ensure that the personnel shall all the time use PPE when they are at site.
  15. Disposal of empty barrels / burnt oil barrels shall be disposed according to documented procedure.
  16. All wastes (hazardous, bio-degradable & non-biodegradable) are stored & disposed off as per documented procedure.



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## **SECTION 9**

# **SPECIAL CONDITIONS OF CONTRACT**

### GENERAL INFORMATION:-

The special conditions of contract shall be read in conjunction with general condition of contract(GCC), Schedule of rates, scope of work and any other document forming part of contract, wherever Context so Requires. **GCC** is available at tender issuing office and same shall be referred to by Tendered. Notwithstanding, the subdivisions of the documents in to separate sections every part of each shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so. Where any portion of the special conditions of the Contract (**SCC**) is repugnant to or At variance with any provisions of the **GCC** then provision of **SCC** Shall be deemed to override the provision of **GCC** only to the extent of each repugnance or variations. In case of any contradictions the Decision of the Engineer-I In-Charge will be final and binding on the Contractor.

#### 1. Deployment Schedule:

Within 01 week from the award of work LOI / WO or as intimated by Engineer In charge.

#### 2. Contract Period:

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

#### 3. Validity of Quoted Rates:

The Rates Quoted shall remain valid for the entire period of Contract and no escalation whatsoever shall be permissible after award of the contract except for the statutory variation due to Service tax. Any other taxes and duties are inclusive in the rates quoted by the party and it shall remain firm for the entire period of contract.

The contract may be terminated at any time during the contract period without assigning any reason and by giving **One Month notice** to the contractor by the engineer-in-charge as per the requirement Of **BGL**.

#### 4. Taxes and Duties:-

- 4.1 Income tax at the prevailing rate as applicable from time to time shall be deducted from contractor's bills as per Income tax Act, and quoted rates shall be deemed to include this.
- 4.2 The contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties including excise duty, octroi etc now in force and hereafter increased, imposed or modified from time to time in respect of works and materials. The prices shall also be inclusive of Sales tax but exclusive of Service Tax on works contract / Trade tax / turnover tax as applicable. Owner shall make from contractors bills such tax deductions as are required as per rules and regulations in force from time to time.

#### **4.2.1 Service Tax:**

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

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

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

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

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

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

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

#### **5. Payment Terms:**

Monthly running account bills in triplicate subject to carrying out maintenance as per the scope of the work. Payment shall be made from the F&A Dept. of BGL, within 15 days from the date of receipt of the bill. The bill should be submitted along with the copies of all reports - preventive M&R, statutory testing / calibration reports etc as necessary duly certified by station In-Charge/Engineer-In-Charge.

The Final Bill shall be submitted by the contractor within a month from the date of completion of the contract and payment of final bill shall be made to the contractor within 30 days of submission of the bill.

#### **6. Contract Performance Guarantee (Security Deposit):**

Within 30 days of the receipt of the notification of award (LOI) from the OWNER, the successful bidder shall furnish the Performance security in accordance with provision of contract in the form provided in the bid document for 28 months from the date of Work Order.

The Performance security shall be for the amount equal to 7.5% of one year's contract value (excluding taxes & duties) of the contract awarded towards faithful Performance of the contractual obligations and Performance of services. The Performance security shall be in the



form of Crossed Demand Draft/Banker's Cheque or Bank Guarantee in favour of BGL, Hyderabad. Bank Guarantee shall be from any Indian scheduled commercial bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International bank or Indian scheduled commercial bank in case of foreign bidder. However, other than the Nationalized Indian Bank, the bank whose BG are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head, as per proforma enclosed in the Tender Document.

The Bank Guarantee shall be valid for a period of 28 months from the date of issue of LOI / WO.

The Bank Guarantee will be discharged by BGL not later than 4 months from the date of expiration of the seller's obligations. Defect Liability Period is 3 months from the date of completion of the contract.

Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the OWNER may award the order to the next lowest evaluated bidder or call for new bids at its discretion at the risk and cost of the successful Bidder.

#### **7. Recovery:**

Cost Of any Damage /loss of the property of **BGL**, by the contractor shall be recovered from the Bill / security deposit of the contractor and decision of the **BGL / EIC** in this regard shall be final Binding and conclusive.

#### **8. Right to get services carried out through other Agencies:**

Nothing contained herein shall restrict BGL from accepting similar services from other agencies, at its discretion and at the risk and cost of the contractor, if the contractor fails to provide the said services any time. On such occasion BGL may avail services of L2, L3,.....etc. bidders, provided the same rates, terms and conditions are acceptable to them.

#### **9. Safety & Security:**

9.1 The contractor shall provide proper cotton dresses (Uniform), safety shoes and to provide safety kit as per requirement. No contractor's personnel shall be allowed on duty without wearing applicable Safety gears. Contractor should also ensure police verification of the personnel before deploying them.

9.2 The contractor shall provide signed photo identification cards for his personnel to be deployed with in **BGL'S** premises. The contractor shall obtain proper gate passes for men/ materials from BGL's Security department.

#### **10. Rejection of Tender:**

10.1 BGL reserves the right to accept or reject any or all tenders and to waive irregularities and Formalities at its own discretion.

10.2 Any attempt for canvassing shall debar the tender resulting in summarily rejection of the tender.

**11. The officer in charge shall have power to:**

- i) Issue the Contractor from time to time during the running of the contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the contract and the Contractor shall carry out and bound by the same.
- ii) During the currency of this contract, BGL can increase and/or decrease the number of the services / technicians to meet contractual requirements.
- iii) Order the Contractor to remove or replace any workman whom the company considers incompetent or unsuitable and opinion of the company representative as to the competence of any workman engaged by the Contractor shall be final and binding on the contractor.

**12. Indemnity agreement:**

Contractor shall exclusively be liable for non-compliance of the provision of any act, laws, rules and regulations having bearing over engagement of workers directly or indirectly for execution of work and the Contractor hereby undertake to indemnify the company against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under minimum wages act, payment of wages act, workman compensation act, personnel injury (compensation insurance) act ESI Act, Fatal Accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance Scheme or any other act or statutes not herein specifically mentioned but having director or indirect application for the persons engaged under this contract. (A certificate to this effect shall be submitted by the Contractor immediately on receipt of LOA/WO).

**13. Compensation for non-fulfilment of obligation under Annual Maintenance Contract (AMC)**

If the Contractor fails to provide the required services,

**Break-down penalty would be applicable as follows:**

**A. For each Booster Compressor:**

- For Shutdown restored within 6 hours on daily basis - No Penalty. The service provider can also club 6 hours for two consecutive days for 2 times a month without any penalty.
- For Shutdown beyond 6 hours – Penalty @ Rs 200/- per hour for the default period; will be on monthly cumulative basis rounded to nearest hour. For calculation of default period, will be recorded jointly by the service provider and owner on daily basis.
- For carrying out the periodic / scheduled / breakdown maintenance of compressor package the service provider shall be allowed a maximum of 18 hours once in a month.

**Maximum penalty would be applicable 70% on monthly net invoicing amount of each Booster Compressor.**

**B. For each Dispenser:**

- For Shutdown restored within 6 hours on daily basis - No Penalty
- For Shutdown beyond 6 hours – Penalty @ Rs 100/- per arm per hour for the default period; will be on monthly cumulative basis rounded to nearest hour. For calculation of default period, will be recorded jointly by the service provider and owner on daily basis.
- For carrying out the periodic/scheduled/ breakdown maintenance of dispenser the service provider shall be allowed a maximum of 24 hours for each arm of dispenser once in a month

Maximum penalty would be applicable 70% on monthly net invoicing amount of each Dispenser.

**14. Contract Terminations and Repatriation:**

BGL shall reserves the right at any time during the currency of the contract, to terminate it by giving 30 days notice to contractor, and upon expiry of such notice period the Contractor shall vacate the site / office occupied by him immediately.

BGL shall reserves the right at any time during the currency of the contract, to stop/suspend the services under abnormal circumstances by giving one week notice to contractor. Payment shall not be payable for such period of suspension.

On normalisation, BGL may ask for resumption of services in week's period.

**15. Price Basis:**

The quoted rate shall be deemed to be including of all taxes including sales tax, work contract tax, octroi, levies, over head charges etc till completion of the contract and contractor shall not be eligible for any compensation on this account, shall be firm and valid till the complete execution of the order. No escalation on what-so-ever account shall be paid under this contract except variation in Service Tax during the currency of the contract.

**16. Employment Liability of Contractor:**

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.

The Contractor shall be directly responsible and indemnify the company against all charges, claims, dues etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

The Contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor. The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

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The Contractor shall be liable for making good all damages / losses arising out of loss or theft of each handled, leakage, pilferage of any office, furniture equipment fitting and fixtures what-so-ever as may be caused directly or indirectly by the engaged persons through him / work carried out by them.

The Contractor shall, at his own expense, comply with the Model Rules for labour welfare framed by the Govt. / Statutory Authorities under the various labour laws from time to time for the protection of their health, etc. In case Contractor fails to make arrangements as aforesaid, the BGL shall be entitled to do so and recover the cost thereof from Contractor.

The Contractor shall at his own expense arrange for the safety provisions as required by the BGL in respect of all his labour directly or indirectly employed for performance of his obligations under this Agreement and shall provide all facilities in connection therewith. In case Contractor fails to make arrangements and provide necessary facilities as aforesaid, the BGL shall be entitled to do so and recover from Contractor.

The Contractor will be fully responsible for complying with all relevant provisions of the Contract Labour (R&A) Act, 1970, including registering himself / themselves under this Act, if applicable and shall pay rates of wages and observe hours of work and conditions of employment according to rules in force from time to time.

The Contractor shall observe and implement all the laws of the land and the rules framed there under for the staff employed by him and the BGL shall in no event be liable or responsible for any default or non-observance of such laws / rules on the part of the Contractor.

The Contractor shall indemnify and keep indemnified the BGL against any damage and / or injury caused to the premises, or to the properties or to the members of the staff of the BGL through the neglect or default or otherwise of the Contractor.

In case of non-payment of wages by the Contractor to their employees, and on being satisfied that such payments have not been made by the Contractor within the stipulated period as mentioned herein above, the BGL shall have the right to pay the dues to the Contract workmen engaged by the contractor for performing the aforesaid contractual obligations and deduct the amount so paid from the bills submitted by the Contractor.

That if during the subsistence of the contract, any monetary liability occurs and/or becomes payable by the Contractor and has to be paid by the BGL by order of any authority or under any provisions of any law, the amount of such liability shall be recovered by BGL from the Contractor from the next bill / security deposit, as applicable.

That in case the services are not provided at any time for whatsoever reasons, the Contractor shall make alternative arrangements so as to enable the work to be done satisfactorily at no extra cost to the BGL. If no such alternate arrangements are made, proportionate deductions shall be made out of the contract amount. BGL shall be free to make alternate arrangement, the cost of which shall be recovered from the Contractor's bills. In case of not providing the services on a particular working day, the pro rata deduction would be made from the monthly bill for the aforesaid day.

That any loss, theft or damage to the life and/or property of the employee of the BGL and/ or property of BGL shall be compensated by the Contractor, if the cause of such loss, theft or damage is on account of default, negligence and/or lapses of the employees of the Contractor. Any act of indiscipline / misconduct / theft / pilferage on the part of the employees of the Contractor would be viewed seriously and the BGL will have the right to terminate the contract forthwith without giving any prior notice.

**17. Works Contract:**

The work covered under this contract shall be treated as "Works Contract" and accordingly tax statement will be given.

**18. Statutory Variation in Taxes & Duties:**

- a. Clause 100.1 of GCC is modified to the following extent.
- b. The statutory variation in Custom Duty, CVD, Excise duty, Sales Tax, VAT, Service Tax etc. **except WCT** within the Contractual completion period shall be to Employer's (BGL) account, against submission of the documentary evidence. However, any increase in the rate of Custom Duty, CVD, Excise duty, Sales Tax, VAT, Service Tax ,etc beyond the Contractual completion period shall be to contractor's account whereas any decrease in the rate of Custom Duty, CVD, Excise duty, Sales Tax, VAT, Service Tax etc shall be passed on to the Employer.
- c. The base date for the purpose of applying statutory variation shall the due date of submission of last price bid.
- d. Regarding Service Tax and Excise Duty & VAT / WCT, Contractor shall submit Cenvatable/Vatable bills giving break-up of tax amount, so that Employer can avail the Cenvat / VAT benefit as per rule. The Cenvatable/ Vatable Invoice to be raised on.

Engineer In Charge  
Bhagyanagar Gas Limited  
Hyderabad.



Bhagyanagar Gas Ltd.  
BHAGYANAGAR GAS  
LIMITED


Comprehensive Annual Maintenance Contract of M/s  
SAFE or ICL Booster Compressors and Dispensers of  
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## **SECTION 10**

### **SCHEDULE OF RATES (SOR)**

 BHAGYANAGAR GAS LIMITED	Comprehensive Annual Maintenance Contract of M/s SAFE or ICL Booster Compressors and Dispensers of BGL at Hyderabad, Vijayawada & Kakinada.  Bid Document No. BGL/295/2015-16	VOLUME II OF II
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**Schedule of Rates (SOR)**

**Tender No: BGL/ 295/2015-16**

**Item: Tender for comprehensive Annual Maintenance of Booster Compressors and Dispensers of BGL at Hyderabad, Vijayawada & Kakinada.**

S.No	Description	unit	Qty	Unit rate, Rs.	Total amount in Rs
	<b>Booster Compressors</b>				
	<b>Comprehensive Annual Operation and Maintenance of (M/s. SAFE OR ICL) make and its accessories including all consumables, spares, Manpower, lubricants, carrying out regular, periodical and Breakdown maintenance as per OEM's specification etc., excluding electricity power charges at following locations:</b>				
1	Daraboina Filling Station, Nagole, Hyderabad	Months	23.00		
2	Sapthagiri Filling Station, Meerpet, Hyderabad	Months	23.00		
3	Lalitha Devi Petrol Pump, RP Road, Hyderabad	Months	23.00		
4	Sri Chakra Filling Station, Nampally, Hyderabad	Months	23.00		
5	Sri Srinivasa Service Station, Ramavarappadu, Vijayawada	Months	23.00		
6	Ravindra Oil Company, Bhavanipuram, Vijayawada	Months	23.00		



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7	Radhakrishna Service Station, Tadepalli, Vijayawada	Months	23.00		
8	APSRTC, Governorpet-II Depot (02 nos. Boosters), Vijayawada	Months	24.00		
9	APSRTC, Ibrahimpatnam-II Depot (02 nos. Boosters), Vijayawada	Months	24.00		
10	JP Fuels, Cinema Road, Kakinada	Months	24.00		
11	Srinivas Agencies, Lalacheruvu, Rajahmundry	Months	23.00		
				<b>Sub Total</b>	
				<b>Service Tax@9.8%</b>	
<b>Total amount in Rs. Inclusive of all applicable taxes and duties(A)</b>					
<b>Dispensers</b>					
Comprehensive Annual Operation and Maintenance of (M/s. SAFE OR ICL) make Dispensers and its accessories including all consumables, spares, Manpower, carrying out regular, periodical and Breakdown maintenance as per OEM's specification etc., excluding electricity power charges at following locations:					
1	Daraboina Filling Station, Nagole, Hyderabad	Months	23.00		
2	BGL Mother Station (02 nos. Dispensers), Vijayawada	Months	23.00		
3	Sri Srinivasa Service Station, Ramavarappadu, Vijayawada	Months	23.00		





Comprehensive Annual Maintenance Contract of M/s  
SAFE or ICL Booster Compressors and Dispensers of  
BGL at Hyderabad, Vijayawada & Kakinada.

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4	Basaveswara Filling Station, Ajitsingh Nagar (02 nos. Dispensers), Vijayawada	Months	23.00		
				<b>Sub Total</b>	
				<b>Service Tax@9.8%</b>	
				<b>Total amount in Rs. Inclusive of all applicable taxes and duties(B)</b>	
				<b>Grand Total inclusive of all applicable taxes and duties(A+B)</b>	

Note:

- All the Pages of the Schedule of Rates should be signed and stamped by the bidder.
- Bidder should quote exactly as per the format specified in Schedule of Rates.