



BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)


BID DOCUMENT FOR

**Tender for Hiring of Manpower Support Services for
CNG Operations at APSRTC, Governorpet-II &
Ibrahimpatnam Depots, Vijayawada**

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

Bid Document No.: BGL/314/2016-17

VOLUME-II of II

 <p>Bhagyanagar Gas Ltd. BHAGYANAGAR GAS LIMITED</p>	<p>Tender for Hiring of manpower Support Services for CNG Operations at APSRTC Governorpet-II & Ibrahimpattam Depots, Vijayawada. Bid Document No. BGL/314/2016-17</p>	<p>VOLUME II OF II</p>
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SCOPE OF WORK


 <p>BHAGYANAGAR GAS LIMITED</p>	<p>Tender for Hiring of manpower Support Services for CNG Operations at APSRTC Governorpet-II & Ibrahimpattam Depots, Vijayawada. Bid Document No. BGL/314/2016-17</p>	<p>VOLUME II OF II</p>
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SCOPE OF WORK

1. General:

The support services shall be provided round the clock basis and as per BGL requirement.

- i) The Contractor shall deploy required number of support services as per scope of work 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.
- iv) Contractor shall provide Authorised representative to co-ordinate the services on daily basis and to interact with Engineer-in-Charge and deployed workmen.
- v) 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.
- vi) Contractor has to ensure the safety of man and equipment all the times. Damages of equipment due to negligence will be recovered as per the decision of Engineer-in-Charge, which will be final.
- vii) Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.
- viii) The Contractor shall make his own arrangements to provide all facilities like boarding and transport etc. to his workman.
- ix) All personnel of the Contractor entering on work premises shall be properly and neatly dressed and shall wear uniform, ID cards, badges while working on premises of the company including work sites.
- x) Contractor shall maintain proper record of his working employee's attendance and payment made to them.
- xi) The Contractor's representative / supervisor shall report daily to the BGL Shift-in-Charge or EIC for day to day working.
- xii) 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.
- xiii) 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.

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- xiv) It will be the responsibility of the Contractor to pay as per the minimum wages as directed by RLC(Regional Labour Commissioner-Central) at any point of time in line with Minimum Wage Act 1948.
- xv) 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.
- xvi) 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 authorized representative.

2. 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.

3. 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.

4. Uniform, Safety Shoes & Identity card:

The contract shall arrange to supply 02 nos. Uniform, 01 no. Safety shoes (Karam/Bata/Tiger/Alan cooper), 01no. Rain coat with 01 no. gum boots to all the staff engaged for BGL work once in a year, issue / renew identity card to his workforce at his own cost, if so required by BGL for security or for any other reasons. The contractor's personnel during service shall always be in uniform with safety shoes, required to carry their respective identity cards.

If the contractor fails to provide above mentioned to his employee, he shall be penalised to a maximum of Rs. 500/- per instance.

5. 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.

6. 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.



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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.

7. 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 / manpower to meet the work 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.

8. Scope of Work – Support Services for Operation & Maintenance.


Contractor team – Site deputation, Rolls and Responsibility.

Manpower services at APSRTC, Governorpet-II and Ibrahimpatnam depots shall be manned by Filler boys and Helpers as per details given below:

a) Site deputation:

At APSRTC- Governorpet-II Depot:

Discipline	Qualification	Experience	Qty.	Total (nos)
Filler Boy	Diploma / ITI	1-2 yrs, atleast 1 yr experience in fuel filling (petroleum / gas)	1 / Shift	03
Helper	Std - X	1 yr as Helper in industry	1 / Shift	03

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At APSRTC-Ibrahimpatnam Depot:

Discipline	Qualification	Experience	Qty.	Total (nos)
Filler Boy	Diploma / ITI	1-2 yrs, atleast 1 yr experience in fuel filling (petroleum / gas)	1 / Shift	03
Helper	Std - X	1 yr as Helper in industry	1 / Shift	03

b) Roles & Responsibilities of Support Services:

Filler boy:

- Filling CNG-to vehicles / cascades and cash collection
- Carrying out operation of Boosters, Dispensers, LCV loading/unloading as per safety procedures.
- Logging / reporting of opening and closing readings of dispensers for each shift.
- Attend the cascade maintenance and SS tubing works, gas leak problems.
- Assisting in maintenance of compressors and dispensers.

Any other works which are not mentioned under scope but required for smooth operation and maintenance shall have to be carried out as per directions of EIC. Person deployed for carrying out job should have graduate in any discipline and relevant 03 years of experience.

Above service is required as follows:

- 03 nos. services are required for round the clock (24 Hrs) shifts at APSRTC, Governorpet-II depot
- 03 nos. services are required for round the clock (24 Hrs) shifts at APSRTC, Ibrahimpatnam depot

Helper Services:

- Providing messenger service, hospitality service as and when required.
- Assisting in CNG filling.
- Providing assistance to Filler boy in CNG filling to vehicles.

Any other works which are not mentioned under scope but to be carry out are under his scope has to be carried out as per directions of EIC. Person deployed for carrying out job should have Standard-X and Minimum 1 year experience as Helper in industry.

Above service is required as follows:


- 03 nos. services are required for round the clock (24 Hrs) shifts at APSRTC, Governorpet-II depot
- 03 nos. services are required for round the clock (24 Hrs) shifts at APSRTC, Ibrahimpatnam depot

Support services shall be made available for work on 24 Hrs. basis.

Note:

The contractor shall be responsible for smooth operation of the services as indicated above through deployment of workmen who are physically fit and below 45 years of age having good track record.

BGL reserves the right to utilize the above category services, if required at any other locations in Vijayawada depending upon the operational need of O&M department.

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BGL reserves the right to use any number of services irrespective of the mentioned services in clause 8 (a) at any point of time.

b) Spares parts / SS fittings / SS tubing / Valves / Hoses:

All Spare parts / SS fittings / SS tubing / Valves / Hoses etc required for regular operations will be supplied by BGL.

c) Tools & Tackles:

One set of conventional Mechanical & Electrical general tools for maintenance job, Cash carrying bags for filler services shall be provided by Contractor at all locations as mentioned below:

MECHANICAL:

1. Fix / Open spanners from size 6 mm to 32 mm -01 set for each location.
2. Ring spanners from size 6 mm to 32 mm -01 set for each location.
3. Adjustable / screw spanners of size 8” and 12” for each location.
4. Pipe wrenches of size 8” and 12” for each location.

ELECTRICAL:


1. Tester – 01 no. for each location.
2. Hand gloves – 01 set for each location.
3. Multimeter – 01 no. for each location.

9) Site Information:

- a) APSRTC-Governorpet-II depot, Vijayawada.
- b) APSRTC-Ibrahimpatnam depot, Vijayawada.

SECTION-8

SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT

1.0 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 by Bidder. Notwithstanding, the subdivisions of the documents into 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 for 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-In-Charge will be final and binding on the Contractor.

1.1 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specification, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- i. Letter of Acceptance/ LOI along with Statement of Agreed Variations.
- ii. Schedule of Rates as enclosures to Letter of Acceptance
- iii. Special Conditions of Contract
- iv. Service descriptions
- v. Instruction to Bidder
- vi. General Conditions of Contract
- vii. Indian Standards
- viii. Other applicable standards

2.0 SITE INFORMATION:-

1. APSRTC- Ibrahimpatnam, Vijayawada
2. APSRTC- Governorpet-II Depot, Vijayawada


BGL reserves the right to utilize the services, if required at any other locations in Vijayawada depending upon the operational need of O&M department.

3.0 WORK SPECIFICATION:

All the specifications for the work shall be as per scope of work & schedule of rates which are self explanatory. However, whenever required Modifications / Alterations will be done as per the Site / Operation requirement and the decision of the Engineer-In-Charge shall be final and binding on the Contractor.

4.0 CONTRACT VALUE:

The value of work under this contract shall be as per quantities mentioned in the **SOR**. Actual work may vary to any extent plus or minus to the attached quantities. The Minimum value of work will be as mentioned in the **SOR**. The quoted rates comply all applicable for Minimum

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wages revisions by Regional Labour Commissioner, statutory taxes and duties during the period of contract.

5.0 CONTRACT PERIOD:

The Contract shall be Valid for Period of Two years (24 Months) from the date of work order.

6.0 EXTENSION OF CONTRACT:

The contract may be extended for a maximum period of 3 months at same rates, terms and conditions subject to discretion of BGL after completion of contract period.

7.0 DEPLOYMENT SCHEDULE:

Within 15 days of written communication for deployment from EIC.

8.0 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**.

9.0 TAXES & DUTIES:


9.1 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.

9.2 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.

9.2.1 SERVICE TAX:

The quoted rates shall be inclusive of all taxes and duties applicable and inclusive of escalation in minimum wages as per statutory regulations during the contract period except for service tax & education cess thereon 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.

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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 provider.
- (II) The name and address of the recipient of the taxable service.
- (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.

10.0 PAYMENT TERMS:

10.1 Monthly running account bills in triplicate along with the proof of deposition of employee & Employer's PF contribution, ESI, Service Tax payments to be submitted by the contractor for certification by Engineer-In- Charge. The bills are to be duly certified by Engineer-In-Charge or a person authorized by him. Payment would be released by our Finance Department within 15 Days from the date of submission of acceptable & duly signed (by EIC) Bills.

10.2 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.


10.3 Contract Performance Security (Security Deposit)

The Contractor shall furnish to the Employer, within 30 days from the date of notification (FOI, LOI, LOA, WO) of award, a security in the sum of 7.5% of the annualized ordered value (excluding taxes and duties) in the form of Bank draft/ Banker's cheque or Bank Guarantee (as per proforma) as Contract Performance Security which will be valid for 90 days beyond the contract expiry date shall be refunded within 6 months after expiry of Contract Period. GCC clause 24 (24.1 till 24.05) of Contract Performance Security shall be followed. Defect Liability Period (DLP) is 3 months from the date of completion of the contract.

10.4 All taxes, duties levies shall be deducted from the bill as per the applicable rules, regulations and Amendments of the Government

11.0 PRICE REDUCTION SCHEDULE (PRS):

11.1 The Contractor shall Provide Minimum number of services per month as specified in SOR & any additional services over and above normal number of services as per the instructions of **EIC**. In case the contractor fails to provide the number of services as per the time schedule specified by the **EIC**, The Contractor shall be liable to pay compensation to **BGL @ 0.5%** of the contract Price of that many services per week for the delayed period.

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11.2 However the total liquidation damage charged on account of above shall not be more than 5% of the total contract value. The LD amount is not a penalty but a pre-determined compensation for Delay in work.

12.0 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.

13.0 RIGHT TO GET SERVICES CARRIED OUT THROUGH THEIR 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.

14.0 MOBILIZATION:

14.1 The contractor shall mobilize the services within 15 days from the date of issue of work order or intimation from EIC; at this own expenses and no extra payment on such expenses shall be entertained.

14.2 List of persons employed by Contractor for the subject work mentioning qualifications, experience and residential address shall be submitted to BGL. In case of any change, the same shall be informed to BGL from time to time.

15.0 ACCOMMODATION/ TRANSPORTATION / MEDICAL:


The contractor shall make his own arrangement for the accommodation of his personal 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.

16.0 DISCIPLINE:

The Contractor shall be responsible for the discipline and good behaviour of all 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.

17.0 SAFETY & SECURITY:

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. The same is to be submitted along with the Bio-data.

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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.

18.0 ENGINEER –IN-CHARGE

- 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 / Support to meet the work 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.

19.0 REJECTION OF TENDER:

- 19.1 BGL reserves the right to accept or reject any or all tenders and to waive irregularities and Formalities at its own discretion.
- 19.2 Any attempt for canvassing shall debar the tender resulting in summarily rejection of the tender.

20.0 COMPLIANCE OF LAWS:

The Contractor shall comply with the provisions of" all the applicable labour laws, particularly following Acts and any amendments /modifications thereto or any other law relating thereto and Rules made there under from time to time and comply with all provisions applicable there in and/or make all the payments specified therein.

- I. Payment of Wages Act, 1936.
- II. Workmen's Compensation Act, 1923
- III. Industrial Disputes Act, 1947
- IV. Minimum Wages Act, 1948
- V. Employees' State Insurance Act, 1948
- VI. Maternity Benefit Act, 1961
- VII. Mines Act, 1952
- VIII. Employees' Provident Funds and Miscellaneous Provisions Act, 1952
- IX. Contract Labour (Regulation and Abolition) Act, 1970
- X. Payment of Bonus Act 1965
- XI. Factories Act, 1948
- XII. Shops and Establishments Act
- XIII. Child Labour (Prohibition &Regulation) Act, 1986.

The Contractor shall be fully responsible for complying with the provisions (including documentation, maintenance of registers and submission of Reports / returns under the above Acts to the concerned authorities) and shall indemnify the Corporation from any such lapses



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for which the Government / Statutory authorities there under may take action against the Contractor and / or the Corporation.

The Contractor shall be liable to pay his contribution and his employee's contribution to the State Insurance Scheme, Provident Fund Authorities. etc., in respect of all his employees for the performance of his obligations under this Agreement in accordance with the provisions of the Employee's' State insurance Act, 1948, Employees Provident Fund and Miscellaneous Provisions Act, 1952 as amended from time to time.

The Contractor shall pay the wages to his workmen in presence of the competent persons engaged by the management and his records can be verified by the management as required under the law and shall furnish details/records to the management of the following month that he has paid wages (not less than the min. wages as fixed and/or revised) to his workers and complied with the statutory provisions pertaining to the Employees State Insurance Act, 1948, Employees

Provident Funds and Misc. Provisions Act, 1952, as amended from time to time. In case the Contractor fails to submit and/or pay full details of his labour employed and the contributions payable, the BGL shall recover from the monthly bills of the Contractor the amount of the shortfall in contribution accessed by the concerned authorities. The amount so recovered shall be paid to the concerned authorities against the actual contribution payable for Employees State Insurance or Employees Provident Fund, etc.

The BGL shall also have the power to deduct any sum required / estimated to be deducted from the amounts due to the Contractor for the following:-

- i) Making good the loss suffered by his employees due to non-fulfillment of contract Labour (R&A) Act, 1970.
- ii) Nonpayment of wages / minimum wages under the applicable statutes.
- iii) Deductions from the wages of his employees which cannot be justified under the Contract Labour(R&A) Act, 1970.
- iv) Non observance of any of the provisions of the Contract Labour (R&A) Act, 1970.
Such deductions mentioned in Clause 5 above will only be made based on a report from the local Labour Commissioner / Inspecting Officer in accordance with Contract Labour (R&A) Act, 1970.

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



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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 insurance for the following will be covered and paid for by the Contractor and he shall indemnify the BGL and hold the BGL harmless in respect of all any expense arising from any injury and or damage in respect of:

- i) Workmen's compensation and risk of accidents to Contractor's own employees, if applicable.
- ii) Risk of accident to third parties through acts of Contractor's own employee's, representatives and the risk of damage to the property of third parties arising out of the acts of Contractor's employees, representatives and agents, and
- iii) Risk of damage to the property of the BGL through the acts of Contractor's employees, representatives and agents.

21.0 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.

22.0 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

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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.

23.0 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).

24.0 COMPENSATION FOR NON-FULFILMENT OF OBLIGATION UNDER CONTRACT:

If the Contractor fails to provide the required services, penalty at double the pro-rate charges (100%) for particular service per day will be applicable.

25.0 CONTRACTOR'S RESPONSIBILITY:

The Contractor shall at his own cost employ suitably qualified persons for all the jobs required to be carried out by him under this Agreement. However the contractor shall not deploy any woman / children for carrying out the contractual job within the BGL premises.

The Contractor shall depute his Supervisor for supervision of the services to receive instructions from Engineer-in-Charge or his representative.


26.0 EMPLOYMENT LIABILITY OF CONTRACTOR:

The Contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th 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.

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.

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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 thereunder 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

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Contractor would be viewed seriously and the BGL will have the right to terminate the contract forthwith without giving any prior notice.

Contractor to consider wages as per Minimum Wages Act, 1948 under RLC (Central) notification and up to latest amendments applicable for entire contract period, including Leave, other allowances etc., if any required in order to comply with Laws regarding engaging personnel in the quoted rates of SOR.

SECTION-9

SCHEDULE OF RATES



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SOR: Hiring of Support Services for O&M at APSRTC- Governorpet-II depot & APSRTC- Ibrahimpatnam depot, Vijayawada

Item No.	Service Description (One Service is 08 Hrs. of Duration)	UOM	APSRTC-Governorpet-II depot	APSRTC-Ibrahimpatnam depot	Months (Nos)	Unit Rate per Month per Service (Rs.)	Total Amount (Rs.)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)=(d+e) x f x g
1	Providing Filling services in Shift duties for carrying out the following jobs on daily basis i.e., Dispensing CNG to vehicles/ cascades, cash collection, Operating valves at Compressors/cascades for CNG Dispensing, LCV loading/unloading as per safe operating procedures etc., for detailed scope, refer to SCOPE OF WORK Cl no: 8(b) (Roles and responsibilities) and as per directions of EIC.	Lump sum	03 per Day	03 per Day	24		
2	Providing services in Shift duties for housekeeping, maintaining cleanliness at work area, messenger and hospitality services and helping in filling activities as per direction & instruction of EIC. Refer SCOPE OF WORK Cl no: 8(b) (Roles & Responsibilities) and as per directions of EIC	Lump sum	03 per Day	03 per Day	24		
Sub Total (Rs.)(i):							
Service tax @ _____% (ii):							
Swachh Bharat Cess @ _____% (iii):							
Grand Total inclusive of all applicable taxes and duties (Rs).(iv=i+ii+iii):							

Note:

- Bidder shall quote Lump sum charges against each item, as detailed in Clause no. 8(a) of Scope of Work. Please consider No. of Services under each ITEM WHILE QUOTING Lumpsum charges per month.**



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2. *The Rates quoted shall remain valid for the entire contract period of Two years and no escalation, what so ever shall be permissible after award of contract.*
3. *Bidder should quote exactly as per the format specified in Schedule of Rates.*
4. *Evaluation & Ordering shall be done on overall least cost basis.*
5. *Bidder quoting shall have to quote for the entire quantity, otherwise their bid will not be considered.*