



# **BHAGYANAGAR GAS LIMITED**

(A JOINT VENTURE OF HPCL & GAIL)

## **BID DOCUMENT FOR**

**Hiring of Emergency Response Vehicle For  
Operations at BGL, Kakinada**

**UNDER LIMITED DOMESTIC  
COMPETITIVE BIDDING**

**Bid Document No.: BGL/325/2016-17**

**VOLUME-II of II**



**TENDER FOR HIRING OF EMERGENCY  
RESPONSE VEHICLE FOR VEHICLE FOR  
OPERATIONS AT BGL, KAKINADA**

**VOL II OF II**

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Bhagyanagar Gas Ltd.

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## **SECTION - 7**

# **SPECIAL CONDITIONS OF CONTRACT**



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**1.0 SCOPE OF WORK**

1.1 The scope of the services shall include and shall not be limited to the following:-

The Brand new showroom Model vehicle of current year is required on monthly basis as under:

Sr No.	Vehicle Description	Quantity	Duty Hours	Fixed run / Vehicle / Month (in Kms)	Additional run / Vehicle / Month (Kms)
1.	Bolero Camper Pickup (4+1), AC, Power Steering, BS III with *	01	24	2000	500

*\* Fabricated M.S Body of material (MS Structure 40mm X 16g, 32mmX16g Sq. Pipes;, MS Angles 40mmX3mm, 32mmX3mm, 25mmX3mm, MS Panelling 18CRCA sheet, 2 no's of Doors, Aerodynamic surface, Foot Board, Rear fix glass, Inside Racks etc) as per the drawing for on board store ser up, three coats of ASPA painting in complete as per drawing given at Annexure-I to volume II of II..*

Deployed vehicles should be registered in the name of proprietor (s) (If proprietor firm), partners (s) (If Partnership firm), company or firm (if private or limited or limited). The copy of document in support of proprietorship, partnership or company registration shall be enclosed with the bid.

All the vehicles supplied by the service provider must be registered under Taxi registration i.e. for commercial use.

Vehicles should be environment friendly fuel driven, as per prevalent condition in Hyderabad, meeting latest Euro Norms of pollution control.

1.2 Contractor shall quote rates as per the enclosed Schedule of Rates (SOR).

“AREA OF OPERATION OF VEHICLE will be the area/place connected with O&M activities of Bhagyanagar Gas Ltd, Kakinada.

1.3 The Vehicles shall be used for and within the area of operation and within whole of Andhra Pradesh, if required.

1.4 The normal **duty hours** shall be **24 hours every day**. Contractor shall provide sufficient number of drivers for providing the service. The vehicle shall remain deployed and report for duty at the respective place on all days in the month including holidays.



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1.5 The contract is for a period of **Three (03) years**. The rates quoted will be valid and fixed for the entire three years.

1.6 Contractor is to provide the following facilities along with the vehicle:

- i) Umbrella – 1 No.
- ii) Freshener – 1 No. – to refilled once exhausted
- iii) Mobile phone with activated connection to driver.
- iv) Flash Light (Torch)
- v) 500Grams ABC type fire Extinguisher in the front cabin.
- vi) Daily News Paper

1.7 Successful bidder should have registration of vehicles deployed in his/firm name and all statutory payment of taxes and other levies shall be paid by the contractor without any violation of rules & regulations, and comprehensive insurance coverage should be maintained.

1.8 Deployed vehicles should be registered in the name of proprietor(s) (if proprietor firm), partners(s) (if partnership firm), company or firm (if private or limited). The copy of document in support of proprietorship, partnership or company registration shall be enclosed with the bid.

1.9 The contractor shall be required to deploy the Vehicles conforming to the specifications with all-requisite tools, new tires and accessories including spare wheels and other equipment / accessories as per the M. V. Act / rules in force. The vehicle upholstery and the state of cleanliness shall be in presentable and have good quality. The contractor shall maintain the Vehicles in absolutely good working condition. If any Vehicle develops defects while on duty the contractor shall immediately replace it by a suitable substitute immediately or arrange satisfactory repairs. In case of failure of the contractor to repair the Vehicles or to provide any substitute vehicle, payment for the day(s) will be regulated as per the liquidated damages clause and also the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by BGL if any, whichever is higher.

1.10 In case any Vehicles is withdrawn from duty by the contractor or if he fails to provide a substitute or provide a Vehicle which is not in acceptable condition, no payment shall be made to the contractor for that day against the Vehicle and L.D. as per the clause shall be imposed which shall be recovered from the bill(s) of the contractor without any notice.

1.11 The contractor shall ensure that the driver(s) provided on vehicles is/are well dressed, smart in turnout and is/are disciplined, courteous and behave properly with the Officials of BGL. The contractor shall withdraw such driver from duty, who does not behave in a proper/disciplined manner or who resumes work under the



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influence of liquor etc. BGL's decision in this regard shall be final and binding on the contractor. In case of failure of the contractor to withdraw such driver(s) from duty on complaint, the Vehicles shall not be accepted for duty and shall attract L.D. as per the Clause.

- 1.12 The driver deployed for vehicles should have clean record and no driver having criminal background shall be allowed.
- 1.13 The driver/contractor shall not carry any unauthorized passenger in the Vehicles. In case the same is detected no payment of standing charges shall be admissible besides imposing L.D. as per Clause.
- 1.14 The contractor shall have an office with telephone facility for coordination and monitoring of the vehicles, and accessible to BGL.
- 1.15 The Vehicles once placed and accepted for service shall not normally be changed during currency of contract. However, if such changes are necessitated owing to reasons such as major breakdown, accidents and unforeseen circumstances etc., the acceptance of replacement Vehicles is subject to inspection and acceptance of Vehicles by authorized Officer of BGL.
- 1.16 Similarly, Drivers of the Vehicles should not be changed frequently without the consent of BGL. The driver must be in possession of cell Phone. All the drivers are required to obtain non-employee duty passes from BGL.
- 1.17 The contractor shall ensure that his crew should abide by the usual & special rules regarding safety & security measures while on duty with BGL as per the direction of BGL. The Vehicles shall not leave the duty point for any purpose (including refuelling) without the specific permission/entries in logbook of the user.
- 1.18 Contractor's driver will be thoroughly conversant with the location/site of work. BGL will have no liability whatsoever

**1.19 The Vehicle Deployment schedule will be as below:**

**DIESEL fuelled Bolero Camper Pick up (4+1), AC, Power Steering, BS III with fabricated M.S body (Structure / Panelling) for onboard store setup, painting etc in complete as per drawing / material specification of current year model: Within 30 days from the date of LOI.**

All the supplied vehicles shall be of BRAND NEW SHOWROOM MODEL of current year. However alternate vehicle of One year old MODEL (Manufacturing Year)



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onwards may be initially supplied for a period of ONE month, at the sole discretion of BGL with the specific approval of the alternate vehicle.

The contractor has to replace the alternate vehicle with the specified Model within the intermediate period, failing which contract stands terminated without any financial implication to BGL and EMD of the contractor will be forfeited.

Vehicle offered by the contractor shall be neat and in absolute working condition fully road worthy, duly registered with R.T.O., all taxes paid, comprehensively insured covering the risk of all Officers/ Staff of BGL, travelling in the vehicle.

The monthly payment for vehicle supplied in lieu of BRAND NEW SHOWROOM MODEL of current year, shall be payable @10% less than the quoted value for one year old model vehicle (i.e. 2015) and shall be payable @ 20% less than the quoted value for two years old model vehicle (i.e. 2014).

**2. QUALITY/CONDITION OF VEHICLES WHILE ON DUTY OF BGL:**

- 2.1 As the Vehicles will be mostly on important duties, a special care has to be taken.
- 2.2 The preferred colour shall be "Silver/white". The Vehicle shall be kept immaculately shining/ pleasant in appearance (from inside and outside).
- 2.3 The interior of the cabin must have appropriate, additional fittings to provide the Vehicle with the comfort, MP3 Player/FM Radio, synthetic/additional foot matting, window rear tinted glasses and First Aid Kit.
- 2.4 Seat springs with proper tension, good supplementary seat-cushions, wet cloth and high quality upholstery to provide extra comfort.
- 2.5 Sparkling white (spotless) seat covers of high quality cloth shall be provided. These shall be changed at least two times in a week or more if required.
- 2.6 The bushings, spring/shock absorbers shall be maintained in excellent condition to provide absolute riding comfort.
- 2.7 The Vehicles should be noise-free. Any rattling, sound of loose nuts/bolts windows, shutters, spare wheel with tyre, fan belt and loosely kept toolbox etc. should be completely done away with.
- 2.8 Battery, tyres, brakes, Head/light beam adjustment indicator and other lights, starter, wiper, window shutter should be in good and smooth working/serviceable conditions.



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**3. VEHICLE DOCUMENT:**

The Vehicles should be fit in all respects for operations in accordance with Motor Vehicle Act, the rules and the existing laws are applicable from time to time. The Vehicle(s) must be equipped with valid documents i.e., Registration Book, Pollution Control Certificate, Insurance Certificate, Fitness Certificate(s), permits which include all permits for towing with taxes, fees levies paid up to date during the currency of the contract. This shall include Annual permits/temporary road permits or parking fees etc., if any required during and for the duty with BGL. The responsibility of any lapse in this regard shall be that of the contractors/owners exclusively. BGL officers/employees shall in no way be responsible for any lapse/default of the owner/contractor and BGL officers/employees shall be completely indemnified and kept harmless by the contractor against such default.

**4. LABOUR REGULATIONS AND OTHER ENACTMENTS:**

- 4.1 The contractor shall strictly follow and abide by the rules and regulations of Motor Vehicles Act, Motor Vehicle Rules, Pollution Control Norms, Labour laws and any other relevant Central/State legislation's and orders, rules and regulation of Central/State Government and other authorities. The contractor agrees to indemnify and hold BGL and its employee's harmless for/against any loss, expenditure and claims penalty etc., of whatsoever nature to the BGL in this regard due to the non-fulfilment of the obligations and violation by the contractor.
- 4.2 The tenderer will be fully responsible for any and all disputes arising out of any labour act, Motor vehicles act, Income Tax Act, Payment of Wages Act, Pollution Control Act, EPF Act, Industrial Disputes Act etc., and will settle the same at his own. It is the responsibility of the tenderer to pay the driver/any employee as per labour law, EPF Act / Payment of Wages Act in force and in case of failure of any claims, tenderer is personally responsible.
- 4.3 The contractor must indemnify the BGL & its employees against any liquidated damages incurred as the principal employer for any failure of contractor to honour the various Central/State/Local self-body laws/enactment in this respect.
- 4.4 The contractor will be required to observe and fulfill all the obligations under various enactments applicable to the nature of job performed by the contractor under the contract.





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## **5. TAXES**

The quoted rates shall be inclusive of all taxes and duties applicable during the contract period except the service tax & education cess thereon. Service tax & cess thereon shall be paid extra, if applicable to submission of documentary evidence/invoices(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 applicable for registration.

The contractor liable to pay service tax for the work/service 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 service.

The above details are required to enable BGL to avail convert credit for the service tax payments.

## **6. VEHICLE INSPECTION (PERIODIC& RENEWAL INSPECTION):**

6.1 The acceptance of a Vehicle in the service of BGL will be subject to the inspection of the cars of physical condition, documents and the documents of the driver, by concerned Official of BGL, Kakinada/Hyderabad. Such inspection(s) will be carried out initially before the first acceptance of the car and at an appropriate periodical or by surprise checks at the discretion of the BGL. The decision with regards to the acceptance or rejection of the vehicle/equipment, offered by the contractor(s) shall remain with the BGL and its decision shall be final and binding on the contractor.

6.2 Any certificate obtained or produced by the contractor stating the condition of the vehicles offered/placed at the service of BGL by any officer of Central or State Government Authority such as M.V.I. etc., as satisfactory shall not supersede the discretion of the BGL on specifications regarding the Vehicles for its acceptability under this contract.



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6.3 Any Vehicles on duty of BGL is subject to the surprise checks by an authorized officer of BGL for its operational condition or for carrying any unauthorized passengers or any conduct prejudicial to the interest or image of BGL. In case of any default being detected action shall be taken as per the provisions of contract including de-hiring if necessary.

**7. LOG BOOK MAINTENANCE:**

7.1 In case of not getting the log book filled-in correctly and properly or if there is any objection, the bill(s) may be returned for getting the objection(s) rectified. The logbook must be got filled-in from user on day-to-day basis.

7.2 The logbook sample shall be drawn at the commencement of service from BGL. This shall be duly filled-up all columns and signed by the officer of the BGL using the vehicle and driver immediately on completion of the duty, daily with NAME AND DESIGNATION of the officer and the name of the driver of the vehicle. All the bills will be verified on the basis of logbook of the vehicle incorporating any complaints separately received on the performance of the duty. If the name and designation of the user/officer is not clearly identified the payment for such journeys may not be admitted.

7.3 The responsibility of obtaining the daily KM runs properly entered in the logbook in all respects to tally the distance run and places visited shall be entirely of the contractor. The opening KM reading/closing KM reading shall be taken from the reporting place **but not from the contractor garage/residence**. The opening KM reading in logbook shall be filled immediately on report to duty. In case there is some difference, the excess difference will not be paid and bill(s) will be corrected accordingly and passed for payment.

7.4 The tenderer shall be entitled to payment for the completed kilometres distance for the places of visit as per the logbook entries. It is, therefore, the tenderer/his driver's duty to obtain the reconciliation of kilometre (IN) and kilometre (OUT) distance with the endorsement of the places visited on any duty carried out. In case of any excess kilometres run, the same will be deducted from the total kilometres and no payment will be made. In case the Vehicles used for private purpose/duty, such use also is to be got recorded separately in the logbook.

7.5 The Speedometer of the Vehicles should not be disconnected when vehicles are released after duty. The distance travelled on account of to and fro journey from garage to reporting place should be reflected in logbook.

7.6 In case the Vehicles are used for private duty under order such use also is to be got recorded separately in the logbook.



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**8. ACCIDENTS/DAMAGES/CLAIMS LIABILITIES:**

- 8.1 In the event of any accident or damages while the vehicle(s) is on the duty of BGL, BGL shall be completely free from any liability of any nature connected with the accident / damage(s). The contractor himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However, if the damage or loss is incurred by BGL or its employees as a result of any related accident, the contractor shall be reimbursed on demand and without any demur the compensation/damages if any sustained by BGL on this account.
- 8.2 The contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in the employment of contract(s) while vehicle(s) equipment(s) are on BGL Duty.
- 8.3 BGL shall not be responsible for any claim/compensation that arises due to damages/injuries/pilferage to the contractor's vehicles/property under any circumstances while the vehicle(s) equipment(s) were/are/is engaged for the BGL duty.
- 8.4 It is the responsibility of the contractor to inform the user of the vehicle as well as the Head of Transport department the occurrence of any accident involving his/their vehicle(s) as early as possible to avoid any disruption or inconvenience to BGL duty, provide substitute and submit a detailed report to the head of transport section within 24 hrs for the record of BGL.
- 8.5 Absence of vehicle due to any accident will not be entitled for any exemptions from the liabilities of the contract whatsoever. Arrangement of the alternative/substitute is the responsibility of the contractor unless otherwise exempted for reasons beyond the contract's control.

**9. INSURANCE:**

- 9.1 Hired vehicle(s) should be fully / comprehensively insured by the contractor, at his own cost covering all risk and liabilities. 9.2 All liabilities arising out of the accidents, disturbances to the vehicle(s) operations of the BGL will rest upon the contractor.



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9.2 The copies of documentation in respect of insurance shall be submitted to BGL on the date of placement of vehicle and renewals made subsequently shall be submitted in time.

**10. PARKING/TOLL CHARGES.**

10.1 BGL does not guarantee any parking place for the vehicles at the reporting place or place of duty, and BGL shall not be responsible for the safety and security of the contractor's vehicles, equipment or drivers.

10.2 Parking charges/Toll tax shall be reimbursed to the contractor at actuals, on production of the relevant parking/toll slips with the monthly bills duly certified by the Engineer In charge. The contractor should ensure that sufficient amount is always available with the driver for the said purpose.

**11. FUEL:**

11.1 The vehicles should report for duty with sufficient fuel and with sufficient money with the driver to buy more fuel in case of notified outstation trips. The officers of the company are under strict instructions to refrain from lending any money to contractor's persons. In case the vehicle runs out of fuel, then any time and money spent for getting fuel shall be to the contractor's account. As a part of this clause, the contractor is also liable to be penalized as relevant clause of this document.

**12. REPORTING TIME & PLACE:**

12.1 Diesel Fuelled Bolero Pickup (4+1): **The vehicle will normally report at BGL Mother Station in Kakinada. However the O&M officers of BGL will be at liberty to call the vehicles at any other place for operational requirement at any other place on specific requirement in city.**

**13. FUEL PRICE ESCALATION:**

The rates quoted by the contractor shall be inclusive of all charges, firm and binding till the completion of the contract, and subject to fuel price escalation as per clause 13.

Fuel price escalation compensation will be allowed only for actual distance run by the vehicle. The fuel price compensation will be calculated based on the following formula:

**{Current fuel price – Fuel price at the start of contract} X (Actual distance run / Avg. mileage of Vehicle)**



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The average km/L of fuel to be considered for calculating the fuel price escalation will be as under:

Average Km/L: 09 Km/L of Diesel (for Bolero AC)

**For the purpose of calculating the fuel escalation, the base price of Fuel (Diesel) rate is to be considered as Rs. 61.41/-under:**

The charges for fuel price escalation must be claimed by the contractor along with the bill with separate calculation sheet attachment in the monthly running bills. In case the contractor does not claim the same promptly, it will be assumed that the contractor has forfeited his claim for the month, and any claims towards this will not be entertained in the future bills.

**14. BILLING & PAYMENT:**

14.1 The contractor should raise monthly bills by the fifth day of the succeeding month. The bills must be accompanied with the relevant log books showing the date, and the vehicle use certified by the officer using the vehicle. All necessary statutory deductions such as income tax shall be made from the contractor's bills.

14.2 Payment shall be released within 15 days from the date of receipt of bills.

**15. PRICE REDUCTION/LIQUIDATED DAMAGE/PENALTY:**

In the case of inadequate performance of the contractor with regard to the various provisions / terms as listed above monetary penalty shall be imposed on the contractor.

The rates of penalty shall be as follows:

- a) For not providing vehicle as specified or not to the satisfaction of BGL:  
Deduction of 50% of the pro-rated daily charges on each occasion.
- b) Vehicle absent for up to 2 hours or reporting late by up to 2 hours or the vehicle running out of fuel or vehicle break down: Deduction of 25% of the pro-rated daily charges on each occasion.
- c) Vehicle absent for more than 2 hours or reporting late by more than 2 hours or vehicle break down: Deduct 50% prorated charges for 1 day and impose an additional penalty of Rs. 300/- on each occasion.



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- d) In case vehicle does not report for duty for full day: Deduct 100% prorated charges for 1 day and impose an additional penalty of Rs. 500/- on each occasion.
- e) The driver do not behave in a proper / disciplined manner or found under the influence of alcoholic drinks or any narcotics while on duty, a penalty @ Rs. 500/- will be deducted per default/occasion.
- f) The Servicing for Vehicle will be allowed once in a month preferably on non-working-day on providing a substitute Vehicle with taxi permit but no extra payment, whatsoever, will be made for this purpose. The acceptance / rejection of replaced vehicle in place of the new vehicle is entirely at the discretion of BGL. Or its authorized user
- g) The decision of BGL with regard to L.D. shall be final and binding on the contractor. It must be clearly understood by the contractor that compliance with the terms and conditions as listed above is essential, and penalties as listed above will be enforced. All decisions of Bhagyanagar Gas Limited, with respect to the non-compliance of terms will be final and binding on the contractor.

**16. SECURITY DEPOSIT/BANK GUARANTEE:**

16.1 The Contractor shall furnish to the Employer, within 15 days from the date of notification of award security at the sum of 7.5% of annualized order / contract value (excluding taxes & duties), in the form of Bank Draft / Banker's Cheque or Bank Guarantee as per Format) as Contact Performance Security which will be refunded after expiry of DEFECTS LIABILITY PERIOD.

DEFECT LIABILITY PERIOD is contract period plus 03 months after completion of contract

If the contractor fails to furnish the SECURITY DEPOSIT as per the above clause, the same shall be recovered from monthly running bills and the EMD submitted by the successful bidder will be retained by the company till submission of security deposit as per the clause.

16.2 The Security deposit/bank guarantee shall liable to the forfeited/invoked in Case of termination of the contract by the BGL under clause No. 17 of the contract.

16.3 BGL shall have the right to recover from the security deposit/bank guarantee the balance amount, if any, which could not be recovered from the payments to the contractor under any of the clause of this contract.



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- 16.4 The contractor shall be liable to pay further balance of recovery/claim if any, which could not be recovered from the payments to the contractor and/or from the security deposit/bank guarantee.
- 16.5 BGL on the Earnest Money or Security Deposit or performance guarantee furnished by the contractor shall pay no interest.
- 16.6 The Bank Guarantee is towards performance guarantee for satisfactory Performance of contract. The Bank Guarantee should be valid for 6 months beyond the contract period. In the absence of such validity payments of all dues to the contractor will be with held. On production of performance guarantee, Earnest Money Deposit will be released.
- 16.6 The Security Deposit/bank guarantee, subject to recoveries, if any, shall be refunded to the contractor after the completion of Defect Liability Period.
- 16.7 In case the contractor fails to carry out the job, as per the terms and Conditions of the contract, the security deposit/bank guarantee is liable to be forfeited/invoked, without prejudice to any other right, which BGL may have under this contract or otherwise.
- 16.8 The Bank Guarantee has to be given as per proforma enclosed with the tender.

**17. TERMINATION:**

- 17.1 BGL may without prejudice to its rights against the contractor in respect of any delay or otherwise or any claims for damage, in respect of any breach of the terms of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, by notice in writing absolutely terminate the contract with immediate effect in any of the following cases:
- a) In the event of the contractor going into liquidation or winding up his business or making arrangement with his creditors, BGL shall have the right to terminate the contract without prejudice to any other rights/remedies.
  - b) In the event, if it is found that contract has been procured by submitting incorrect or incomplete statements by the contractor or by making any misrepresentation.
  - c) If in the opinion of BGL, the contractor has delayed or suspended the execution of work, the facilities and Vehicles etc., offered by the contractor is inadequate for effective completion of the job.



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- d) In the event of any breach of the terms and conditions of the contract by the contractor or if the contractor is found to be indulging in activity subversive to BGL's interest or activity prejudicial to the interests of BGL and for any other good or sufficient reasons.
- e) Up to such termination of the contract the security Deposit/Bank Guarantee are liable to be forfeited/invoked to satisfy the outstanding claims of BGL.
- f) If the contractor fails to deploy/mobilize the vehicle within specified time or fails/withdraw the contract before completion of the contract.

Notwithstanding anything contained above, BGL may, as its sole discretion, terminate this contract by giving the contractor 30 days written notice to the effect, without assigning any reasons whatsoever in which case the security deposit shall be refunded.

The contract shall be deemed to have expired on expiry of the original period of Three years unless extended.

**18. ARBITRATION:**

18.1 All questions and disputes or difference relating to or arising under these terms and conditions or as to any other questions, claim right, matter or thing whatsoever in any way arising out of or relating to the terms and conditions of the contract. Or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of work or after the completion of abandonment thereof, shall be referred to the arbitrator appointed by BGL. It will be no objection to any such appointment that the arbitrator is an employee of the BGL that he had to deal with the matters to which the contract relates and that in matters to which the contract relates and that in the course of his duties as an employees of BGL he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally referred being transferred or vacating the office or unable to act for any reason, BGL at the time of such transfer, vacation of office or inability to act shall appoint another person to act as arbitrator in accordance with the terms and conditions of the contract. Such person shall be entitled to proceed with the reference from the stage of which his predecessor left it. It is also a term of this contract that no person other than person appointed by BGL aforesaid should act as arbitrator and if for any reason that is not possible the matter is not be to referred to arbitration at all.

18.2 Subject as aforesaid the provision of the Arbitration Act, 1940 and any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force shall apply to the Arbitration proceeding under this clause.





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**19. SET OFF CLAUSE:**

Any sum of money due and payable to the contractor, under this contract may be appropriated by the BGL and set off against any claim by the BGL against the contractor in respect of any transaction.

**20. FORCE MAJEURE:**

In the event of either party being rendered physically unable by the Force Majeure to perform any obligation require to the performed by them under the contract, the relative obligations of the party affected by such Force Majeure shall be suspended for the period during which such cause actually lasts.

20.1 The term Force Majeure as employed herein shall include and not limited to acts of God, War, Riots, Roko, Flood, Fire etc., directly affecting the performance of the contract and beyond the control of the parties hereto upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing within 24 (twenty four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If the performance of the contract is suspended by **Force Majeure** conditions lasting for more than two weeks, BGL shall have the option of cancelling this contract at its discretion without any liability on its part. No payment shall accrue to the contractor during Force Majeure period.

20.2 The decision of BGL, HYDERABAD as to whether a particular event falls within the ambit of this Article or not shall be final and binding on both parties.

Occurrence of accidents breakdown due to negligence of contractor or otherwise, any/all inability on the part of driver seizure of vehicle/arrest of driver for any violations of the law of the land shall not be justifiable reasons for invoking the Force Majeure clause.

**21. JURISDICTION**

Subject to Arbitration clause, all questions, disputes of differences arising under out of or in connection with the contract shall be subject to the exclusive jurisdiction of courts at Kakinada, A.P.

**22. INDEMNITY**

The Contractor shall indemnify and save BGL and its agents, servants, representatives harmless from and against all actions, suits proceedings, losses, cost, damages, charges, claims and demands of every nature and description



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brought or recoveries made against the BGL by reasons of any act or omission of the contractor, his agents, representatives or employees in the execution of the contract.

**23. ASSIGNMENT**

This contract shall not be assigned except with express prior approval of BGL. The contractor shall not sub-contract the work or any portion thereof without the prior written consent of BGL. Any detection of sub-letting/assignment may result in termination of the contract without any notice as also debarring/banning of business of the contractor for further business in BGL. Such action shall attract forfeiture of Security Deposit.

**24. INDEPENDENT STATUS**

In the performance of this contract, the contractor shall be an independent contractor. Neither the contractor nor any persons deployed by the contractor shall be deemed to be employee or agents of the BGL. The Contractor agrees to relieve and indemnify BGL from and against all claims and demands whatsoever made against BGL by persons deployed by the contractor and/or for whom the contractor is otherwise responsible under Laws of the land.



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## **SECTION-8**

### **SCHEDULE OF RATES**



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**SCHEDULE OF RATES (SOR)**

S. No	Description	Quantity	Unit Price inclusive of all taxes & duties except Service Tax (Rs)	Total Price including all taxes & duties except Service Tax (Rs)
			Rs.	Rs.
1	<b>Monthly Fixed Charges for 01 No. Of Mahindra Bolero Camper Pickup (4+1), AC Power Steering, BS III Standard with fabricated MS body (structure / panelling) for onboard store setup, painting etc in complete as per the drawing for 24 hours duty each day and all days in a month, with minimum 02 nos. of drivers, with 2000 km free run inclusive of Monthly fixed Charges.</b> Model: BRAND NEW SHOWROOM Model of current year.	36 Months		
1.1	Additional charges per km for monthly running beyond 2000km (extra running charges):500 Km per month	18000 Km		
			<b>Total Price (Rs.)</b>	
			<b>Service Tax @ 6 %</b>	
			<b>Grand Total including all taxes &amp; duties (Rs.)</b>	