



Bhagyanagar Gas Ltd.

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

BID DOCUMENT FOR

**TENDER FOR HIRING OF LIGHT COMMERCIAL
VEHICLES FOR CNG TRANSPORTATION IN AND
AROUND VIJAYAWADA FOR A PERIOD OF THREE
YEARS**

Bid Document No.: BGL/326/2016-17

OPEN DOMESTIC COMPETITIVE BIDDING

VOLUME - II OF II



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SECTION - 7

SCOPE OF WORK/SERVICE

And

SPECIFICATION



Bhagyanagar Gas Ltd.

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SCOPE OF WORK/SERVICE:

A. INTRODUCTION

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

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

B. SCOPE OF SERVICES

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

For Vijayawada Transportation:

Providing Light commercial Vehicles (LCV) for minimum payload of 6 tons on rate contract basis for a contract period of Three Years for local Transport in Vijayawada including Rajahmundry & Kakinada requirement for the existing CNG stations. BGL reserves the right to split the total requirement of LCVs among various bidders for reason of its own commercial benefit.

- Vehicle Models:** The Vehicle Model for this contract should be of year 2015 or later only.
- Auxiliaries:** Vehicles shall be provided with two earthing connections and fitted with a spark arrestor on the exhaust for which no extra cost shall be payable by BGL. If not provided as stated above the owner reserved the right to get it done at the cost of the supplier.
- Supervisors:** The Bidder shall deploy competent Supervisors for the purpose of coordination with BGL on round the clock basis for monitoring the Vehicles movement. Non-deployment or non-availability of supervisors during the operational hour(s) for more than 4 hrs. Shall be deemed as one full day (24 hrs) and will attract a penalty of Rs. 500/- per day.
- Payload:** LCVs offered by the bidder should be capable of carrying minimum 6 tons payload capacity. Vehicle of payload less than 6 tons shall in no way be acceptable & it is mandatory to meet the RTA requirement. The bidder shall take delivery of CNG storage cascades from BGL store or any BGL CNG stations and



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

In addition to loading and unloading of LCVs at the start and closure of Contract, Bidder will also be asked for one time unloading and loading of cascades which are due for Hydro test during the tenure of the contract from respective LCVs to BGL work site in Vijayawada at his own expense.

All material required for securely mounting the cascades & crane services required for loading & unloading of cascades have to be arranged by the bidder at his own cost.

5. **Driver Responsibilities:** Driver of the Vehicle shall make/ remove the quick release coupling connection at the Daughter Stations/Daughter Booster Stations and CNG Mother Stations, Operate the Cascades Manifold Valves, Check and record the cascade pressure at CNG Mother Stations and Daughter Stations/Daughter Booster Stations. For doing these jobs in a safe manner, the driver has to be trained in any CNG station of BGL before actual deployment to drive the cascade mounted Vehicle.

Bidder shall ensure that all drivers prior to commencing their duties at the start of the contract & any driver who newly joins during the contract period shall undergo an induction program carried out by Site Engineer/Fire and Safety Supervisor at Mother Station. The drivers shall be issued STC Card (Safety & Technical Competency Card) after the completion of induction training. No driver shall be allowed to carry out the duties without obtaining STC Card. The Bidder shall notify BGL of any change in drivers so that the new drivers, if acceptable to BGL can go through the approval process before they are permitted to perform duties. The bidder shall provide timely notification and shall ensure that such personnel changes do not disrupt the service provided by the Transporter. Drivers shall always carry the STC card when they are on duty. If any driver found carrying out the duties without obtaining / without carrying the STC card, penalty of Rs 100 shall be imposed for each instance.

The driver should have valid explosive license & minimum 3 years of driving experience on similar type of vehicles.

The driver should not consume any intoxicant or alcohol while on duty, if found a penalty of Rs. 5000/- shall be imposed and he will be sacked from his duties.



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6. The bidder shall bear the entire operational cost of the vehicle for transportation of CNG in cascades which shall include but not limited to the following
 - a) Wages and other emoluments for the drivers, helpers & supervisor.
 - b) Cost of fuel, brake oil and lubricating oil, oil required for operation of the vehicles.
 - c) Maintenance and repair cost of the vehicles.
 - d) Licenses, permits, road tax, insurance and any other statutory levies.
7. The bidder shall operate their vehicles at their own risk entirely and BGL shall in no case be held responsible for any damage to the vehicles while on BGL's work. The bidder shall maintain the vehicles in sound mechanical condition at all the times. The bidder will rectify any defect noticed by him or notified by BGL immediately.
8. The bidder shall ensure the safe & correct delivery of CNG at the nominated destinations in the same condition in terms of quality and quantity as has been taken by the bidder at Mother Stations. Any infringement of the above will be deemed as unlawful and BGL will hold the bidder legally responsible for the same. Additionally BGL also reserves the right in such an event, to forthwith terminate the contract and/or to impose penalties on the bidder, as BGL may deem fit.
9. **Mobilization time:** The bidder shall mobilize the transport services immediate /3 days of written requisition by BGL EIC.

Note: This is applicable for the alternate vehicles till the new vehicle is deployed.
10. **Communication set:**
 - a) The bidder shall arrange two way communication set such as WLL telephone/cell phone to be made available at all time with the vehicle/driver and with the Supervisors for LCV movement control. The safety and security of the handsets will be the responsibility of the bidder. In case of loss or damage the bidder shall be liable for repairing / replacing the sets immediately at his own cost. In case the bidder fails to provide this facility, BGL shall make alternate arrangement to make the system operational and necessary payments in this regard shall be made directly to the service provider after deducting such amount from the bills of the bidder
11. Hiring charges of Vehicle shall include services of Drivers and Supervisors for 24 hours in a day for all days in all the vehicles. No personnel shall be strictly allowed to work for more than **12 hours** in a day for which adequate number of personnel shall be deployed.



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12. The mobilized fleet shall be fitted with spark/flame arrestor of a design approved by Chief Controller of Explosives and provided with wheel jack, tool kit, and spare wheel(s) at its own cost.
13. At the time of deployment, the mobilized fleet shall be painted as per colour code and description provided by BGL in addition to the statutory display requirements to carry CNG. The bidder shall be responsible for providing suitable signboards / display boards during Vehicle movement on road or in parked condition. Each Vehicle to paint rear & side panels for display of company name and logo in combination to fulfill the requirements of display of under rules 130 to 137 of Central Motor Vehicles Rules 1989. Painting of the color codes and all other statutory display has to be done by the bidder at his own cost before deploying the vehicles for carrying CNG Cascades.
14. Branding shall be done as per BGL specifications. Size:2'X6' Flex board on both sides of LCV's made with iron/G.I. Sheets as per details given by EIC and is in the scope of Contractor.
15. Bidder shall securely mount the CNG cascade and make all necessary mounting arrangement including hiring of crane for lifting & handling of CNG cascades, supply of 'U' bolts and locknuts for anchoring cascades frame to chassis and installation of necessary supporting stiffener at requisite positions. The complete job of mounting CNG Cascade to the satisfaction of the Engineer-in-charge shall be completed within one day of issue of the cascade.
16. **Technical specifications:** Dimension of CNG cascade to be mounted on the Vehicle are as follows :

For Light Commercial Vehicle of minimum 6 tons payload

Water litre capacity	:	3000 liters
Length x Width x Height	:	3.9 m x 2 m x 1.65 m
Cascade weight with CNG	:	6 tons

Offered Vehicle shall be any one of the following model or better:

Diesel Fuelled:

1. Eicher 10.95 EHSD
2. TATA LPT 909 EX/38 CLB
3. SML ZT 54 AFT Super
4. Ashok Leyland: ECOMET 1012 SMART

CNG Fuelled:

1. Eicher 10.95 EHSD CNG
2. TATA LPT 909/38 WB
3. SML ZT NGA Super



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17. Fire extinguisher (DCP/ CO₂) for each VEHICLE will be issued by BGL from any other CNG stations of BGL. Bidder shall mount fire extinguishers on the Vehicle as per the directions of Engineer-in-charge. The cost of supply and fabrication of steel material for mounting the extinguishers shall be borne by the bidder. The bidder will be responsible for safe custody of the fire extinguishers and in case of loss or damage of the extinguishers; the cost will be recovered from the bidder.
18. Payment shall begin from the date when bidder has completed mounting of cascade and ready for filling of CNG. Also obtaining permission for 24 hours Entry Permit from traffic police shall be requisite condition for the bidder so that commercial operation of BGL is not affected.
19. Payment of all taxes, duties, and service charges etc. on the Vehicle as per statutory requirements shall be borne by the bidder except toll gate charges.
20. **Indemnity:** Bidder shall indemnify company for any accidents or incidents or damages to the BGL or retail outlets or APSRTC depots or any third party men, material and property etc as referred under Motor Vehicle Act.
21. **Transport Operation:** Transport services shall be provided round the clock on designated routes and as per the schedule given by Engineer-in-charge on all days. Transport services shall be governed as follows :
 - a) Disconnect the quick connect coupling of the cascade after proper de-pressurization of the hose, as soon as storage pressure falls to a level decided by the Engineer-in-charge and transport the cascade to Mother / filling stations. Any damage caused to BGL will be suitably recovered from the bidder by BGL.
 - b) Connect the cascade with the filling hose by connecting quick connect coupling available at mother stations for refilling. Any damage caused to BGL will be suitably recovered from the bidder by BGL.
 - c) Transport the filled mobile cascades from Mother / filling stations to daughter stations and connect to station tubing through quick connect coupling. Any damage caused to BGL or retail outlet will be suitably recovered from the bidder by BGL.
 - d) Each Vehicle shall be provided with a logbook for recording of the pressure level in the mobile cascade in each bank, time, station name etc. to be filled at commencement of each trip. Opening & closing reading of the milometer have to be noted in the logbook. Driver shall also record any leakage, burst disc failure during the trip. The logbook has to be signed by station manager / technician for each trip & countersigned by control room shift in-charge of BGL on daily basis.
 - e) Daily filling & dispatch statement has to be prepared by the bidder and the same has to be submitted daily at the respective control rooms of BGL by 8AM daily.
22. The Vehicle drivers and attendants shall wear uniform and safety shoes to be supplied by the bidder. Drivers have to wear the PPE's like helmets, safety shoes,



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etc., in the operational premises and maintain the discipline & decorum in the CNG stations. Drivers without proper uniform will not be allowed for duties and penalty will be imposed.

23. In each shift bidder shall depute at least one supervisor for smooth operation of transport services to the satisfaction of Engineer-in-charge. Supervisors shall be provided with the conveyance and mobile phone having two way communication facilities for effective supervision and better co-ordination.
24. Bidder shall carry out all schedule maintenance of Vehicle and provide the copy of schedule maintenance record to Engineer-in-charge on monthly basis. Bidder shall plan schedule maintenance in consultation and prior permission of Engineer-in-charge.
25. **Off Time:** Bidder shall be allowed to avail **maximum of 2 days off in a month per vehicle** for maintenance of Vehicle. This period of two days includes any scheduled / unscheduled maintenance / breakdown of VEHICLE. The period also includes taking the VEHICLE for statutory requirements to the office of Transport Dept. for the purpose of obtaining fitness certificate and all other statutory documents, including hydrotesting of CNG storage cylinders installed in CNG fuelled Vehicles. The given off time of 02 days in a month per vehicle can be carried forward to the next month and shall not exceed maximum cumulative of 04 days per vehicle in any calendar month.
26. **Penalty:** In case the VEHICLE and or the driver remain off duty / absent for more than two days due to any reason, penalty will be imposed as follows:
- a) **For non-availability of service due to any reason other than accident for more than three hour, penalty will be levyable for number of hours excluding the three hours at the applicable rate as under:**
Double the Pro rata rate of monthly standing charges will be deducted from the monthly bill.
- b) **In case of non-availability of vehicle due to accident, the contractor should provide an alternate vehicle within (04) four days, failing which penalty clause as given in a) shall be applicable.**
- c) **Each LCV shall make minimum 04 trips in 24 hours or 100 trips in a month's duty; penalty will be levy able at Rs 1000/- for shortfall of trips, if it is attributable to the contractor.**
- d) **Failure to comply with HSE requirements given under Annexure - A shall attract penalty of Rs. 500/-. Per each noncompliance.**
- e) **For imposing of all the above penalties, the decision by BGL EIC is final and binding.**

EIC will be final deciding authority in accessing the penalty.



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

Contractor shall at his own expense carry and maintain insurance with reputable insurance companies as follows: -

- a) **Employees State Insurance Act (Wherever applicable)**
- b) **Employer's Liability Insurance**
- c) **Insurance as applicable stated in scope of work.**

29. Vehicle provided under the transport services should be covered by **ZONAL PERMIT** at bidder's cost.
30. The bidder shall ensure that no person in the vehicle would smoke or no fire or other ingredients of ignition should be permitted in the vicinity of the vehicle. No other goods should be carried in the vehicle. The vehicle engaged for transportation of CNG shall not carry any persons or goods other than the crewmembers of the vehicle.
31. **Exclusions :**
The following shall be provided by BGL:
a) CNG Cascades
b) Supply of Fire Extinguishers
However if the damages happen which are solely responsible to contractor/driver and is rejected by BGL's ensures the same shall be recovered from bidders bill.
32. **Local contact Office:**
It is necessary that the bidder has a contact office in Vijayawada and gets the photographs, names and addresses designations and signatures of their authorized Supervisors/ representative duly registered in advance with the BGL.
33. **CNG Fuel for LCV's run by CNG (Optional):**
Upon the request of the bidder, CNG Fuel shall be supplied only at Mother Station, Vijayawada. The bidder shall pay the amount in the first week of every month for the fuel consumption of the previous month. Bidder shall submit a



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Bank Guarantee/DD for Rs. 50,000/- per vehicle towards purchase of CNG, in favor of BGL and shall be valid for a period of 3 years. However, it is not binding on BGL to supply CNG and the credit facility can be withdrawn by BGL at any time during the contract period without giving any notice.

HSE REQUIREMENTS FOR DEPLOYMENT OF VEHICLES (LCV)

Driver Management Standards:

Area	Minimum Standards / Requirements
Driver Assessment	<ul style="list-style-type: none">▪ Valid driving license for the type of the vehicle being driven and in the country where they are driving.▪ LCV driver must have a valid license of Dangerous and hazardous goods carrying certificate/ Explosive vehicle driving license and Badge no.▪ Driver should have minimum 3 years experienced for the type of vehicle.▪ Drivers must inform their line managers for any changes to the status of their license, as soon as reasonably practicable
	Periodic Re-qualification must be conducted in the following circumstances: <ul style="list-style-type: none">▪ In the event of complaints regarding the quality of driving.▪ If involved in Accident▪ Drivers shall be changed every six months, considering the sensitivity of gas transportation.
Traffic Laws	<ul style="list-style-type: none">▪ Must obey speed limits and traffic rules.▪ Where local road and weather conditions dictate, drivers must adjust their driving behavior to suit.
Alertness of Driver	<ul style="list-style-type: none">▪ Drivers shall not take any unauthorized / stranger passenger(s) or luggage/loads etc.▪ The maximum driving time within a rolling 24 hour period shall not exceed a total of 12 hours including lunch and tea breaks.▪ Line managers must ensure that reward mechanisms do not provide an incentive for drivers to work excessive hours which could lead to them driving whilst tired.▪ Must stop driving if the driver is tired/ unhealthy. They should make alternative travel arrangements or have an appropriate period of rest/sleep before continuing long journey.▪ Ensure that the vehicle is in a roadworthy condition at all times/ if vehicle is not in road worthy condition it should be stopped immediately.



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Mobile Phones	<ul style="list-style-type: none">▪ Must not operate any mobile phone call while driving.▪ To attend any incoming call, if it urgent then stop the vehicle at the Side of the road by giving proper indications to the traffic behind.
No Tobacco / Drugs & Alcohol	<ul style="list-style-type: none">▪ Drivers must not be under the influence of alcohol or drugs, or any substance or medication that could impair their ability to drive.▪ Periodic random sampling to be under taken by the contractor supervisor.▪ If any driver found drunken during/before travelling he should be removed from the job.
Incident Reporting	<ul style="list-style-type: none">▪ Immediately report to line managers / superiors for any type of road traffic incidents/accidents where the vehicle is involved.▪ Concerned line Managers/Supervisors must report all the road traffic Incidents/Accidents in line with BGL Management.
Driving Hours	<ul style="list-style-type: none">▪ The driver will record his hours of work in vehicle log book and the working hours of driver shall not be more than 12 hours.▪ The contractor will supply the records of the driver working hours with his monthly invoice. In the absence of records of hours, the invoice will not be paid.▪ The transport manager should maintain the driver's records and carry out regular audits to ensure compliance with the above.
Other Safety requirement	<ul style="list-style-type: none">▪ Follow the recommended service schedules given by Mfr. of vehicle and have all repairs made by an authorized dealer.▪ Spark Arrestor to be provided for each vehicle.▪ Ensure periodic checks / preventive maintenance▪ Copy of PUC certificate/ Tax Certificate/ Fitness Certificate by RTA / Insurance INCLUDING THIRD PARTY COVER must be carried by the vehicle.▪ Driver should carry valid driving license, prior to expiry date license to be renewed.

Vehicle Management Standards

The exact specification for hiring the vehicles shall be commensurate with the risks involved and specified by the user department.

All vehicles used for BGL business must be fit for purpose, insured for business use, comply and have been maintained in accordance with manufacturer's recommendations.

All vehicles must comply with relevant National Standards/RTA rules.



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Vehicle specifications:

Vehicles supplied to BGL must be of registration in Andhra Pradesh and year of manufacture and capacity of LCV shall be as per tender specification.

The following equipment / features should be installed - available and securely fixed, where:

Design features:

- Rear view Mirrors (One on each side)/ Wipers/ Signal Lights/ Breaks/ Hand Breaks.
- Odometer should be in working condition.
- Vehicle to be fitted with reverse horn.

Emergency kits / accessories:

List of Important contact numbers/ Term Card/ Haz-chem Board/ proper clamping for keeping fire extinguisher/Hand torch should be provided for each vehicle.

Other Safety Requirements:

- Loads must be secured so that they do not cause Vehicle instability and do not exceed manufacturer's specification for the Vehicle.
- All drivers should check the vehicle condition on a daily basis as per the checklist.
- Maintenance of the vehicles should be carried out through a manufacturer approved garage and the schedule of preventive maintenance should be in accordance with the manufacturer's recommendation.
- Maintenance and repairs to vehicles on BGL business shall be carried out at OEM (Original Equipment Manufacturer) or approved facilities.
- All LCV vehicle drivers must use Spark arrester in the Retail Outlet/Mother Station. Spark arrester should be fitted before going to loading/unloading point.
- Iron wheel chokes to be kept in each vehicle and LCV drivers have to use them when the vehicle is in rest position.
- The proforma of checklists will be given to Vehicle contractor after awarding the contract and the same checklists to be maintained by vehicle contractor and should be produced along with monthly invoice.

Inspection/Repair / Maintenance of Vehicle:

It should be ensured that all vehicles are well maintained & checked regularly.



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Inspection:

- Regular inspection needs to be done in order to ensure that the vehicle is in safe condition and is fit for the purpose.
- If any leaks are observed, it should be brought to the notice of BGL and get rectified immediately.
- Inspection records of the same should be maintained. Based on the inspection any non-conformity shall be reported to Engineer In-charge immediately by vehicle user. And the non-conformities shall be rectified immediately (Within 1 day of intimation).

Preventive / Periodic Maintenance :

Periodic Maintenance is based on the manufacturer's recommendations and has to be carried out by the authorized service representative of the vehicle manufacturer. The vehicles need to be tracked for the no. of Kms. that they have plied and the service planned well in advance. The speedometer should be in working condition.

Replacement of Vehicle / Tyre / Component:

Replacement of vehicle:

Vehicles may need replacement on a case to case basis in the event of accident to the vehicle or damages / recurring issues with the maintenance of the vehicles. In such events the concerned department head needs to provide justification for replacement of the vehicle. Regular replacement to be done as per the tender specifications .

Replacement of Tyre:

- LCV Contractor shall provide wheel jack, tool kit and spare wheel(s) in good condition for each LCV.
- Tyres of the vehicles need to be replaced on the following conditions:
 - i. Completion of 50,000 Kms/ As per OEM specifications.
 - ii. Frequent issues with the tube leading to deflations
 - iii. Showing heavy wear and loss of Tread.
 - iv. Condition of tyres and spare wheel (All tyres have minimum of 2 mm tread depth – no tears, cuts or bulges)
- Usage of re-treaded tyres (i.e. remolding of tyre) is not permitted.

Legal requirement and documentation:



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The drivers shall keep the original copies of their licenses with them while driving the vehicles. The vehicle drivers shall ensure that their driving licenses are valid and renewed on time. O&M Emergency Department shall maintain records of driver qualification and validity of vehicle and driving license. All the LCV drivers must have valid explosive license certificate.

The legal documents include:

- Registration Book
- Insurance
- Driver's license
- PUC
- License for wireless
- Fitness Certificate issued by Transportation Department (RTO)
- Tax certificate.

Training

It is mandatory for the Contractor to get the drivers fully acquainted with BGL Safety requirements. The Contractor will make the drivers available to BGL for training on defensive driving, first aid, firefighting, emergency preparedness and any other training which BGL considers necessary.

The Contractor shall notify BGL of any change in drivers so that the new drivers, if acceptable to BGL, can go through the approval process before they are permitted to perform duties. The Contractor shall provide timely notification and shall ensure that such personnel changes do not disrupt the service provided by the Transporter.

Induction:

New drivers prior to commencing their duties shall undergo an induction program carried out by supervisor/Fire & Safety Supervisor at the Mother Station.

Authorization to drive:

Defensive Driving:

All the drivers working for the organization must undergo the defensive driving program.

Periodic Re-qualification is to be conducted in the following circumstances:

- In the event of complaints regarding the quality of driving
- If involved in Accident

Accident & Incident Reporting & Investigation:



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- In addition to local legal requirements, all accidents and incidents involving injury to any person and/or damage of any sort to Company, contractor or third party property shall be reported to line management / reporting officer as soon as practicable. Incidents with significant impact (fatalities, serious injuries and major damage) shall be reported instantly or verbally. Reporting of all incidents can initially be by phone, but shall be followed soon afterwards by a full written report describing the incident and the extent of any injury/damage as per BGL Incident Reporting Format.
- Where there is reasonable cause, any driver involved in an accident while driving on Company business should undergo a suitable medical review, to investigate and control any health related factors, before recommencing driving duties.

Journey Norms:

Following norms are to be issued to drivers and will be strictly followed while performing all official / personal journeys:

- Break journey at every two hours for 15 minutes
- Lunch break of a minimum of 1/2 hour is a must for drivers.
- Strictly follow the posted speed limits/ The LCV drivers should not cross 50 km/hr.
- Drivers must not operate / attend mobile phone call while driving.
- Stop immediately, if the driver feels unwell or tired due to fatigued condition
- No driving under medication (consult doctor if so)
- No driving under intoxicated state (alcohol/ drug consumption)
- While re-fueling, switch off engine, cell phone and do not smoke.
- Be aware about abnormal weather condition.
- Driver (or) traveling person to be fully knowledgeable of roads & areas of traveling route and prevailing situation.
- Any penalty levied by traffic or RTO etc authorities in the scope of bidder.

Failure to Comply:

If the contractor fails to comply with any of the above details that are specified in the contract will result in an appropriate monetary fine / penalty. Penalty will be deducted from the monthly invoices as detailed in the contract document Scope of work Clause 26(d).



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SECTION – 8

SPECIAL CONDITIONS OF CONTRACT



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SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

- 1.1 The transport services shall be provided in terms of shift patterns on round the clock basis as mentioned in the tender document.
- 1.2 The contractor is required to carry out all services as mentioned in the scope of service and schedule of rates on all the 365 days including Sundays and all holidays
- 1.3 The contractor shall allow weekly rest to his workmen and daily working hours will be fixed as per relevant Act/ Law/and rules made there under but not more than 12 hours on continuous duty in a day. However, no work shall be left incomplete / unattended on any holiday/ weekly rest. The contractor or his authorized representative shall interact with Engineer-In-charge daily for smooth movement of the transport services
- 1.4 Contractor has to ensure the safety of man and machine all the times. The contractor shall remain at all times liable to BGL for any loss or damage caused to any building plant machine, of BGL due to careless, negligent, inexperienced act of default of the contractor, his/their agents, representative or employees. BGL shall be the sole judge as regards the quantum of loss or damage and it shall be entitled to deduct from the amount payable hereunder to the contractor the cost of repairs or the amount of loss or damages.
- 1.5 The contractor will be liable for any loss or injury to BGL employees/agents due to careless, negligent, inexperienced act or default of the contractor, his / her agent's representative or employees.
- 1.6 Regarding work completion, the decision of the engineer-in-charge shall be final.
- 1.7 BGL does not make any commitment to provide his employees with facilities such as office accommodation canteen, tea, toilet, telephone etc.
- 1.8 All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform, badges while working on premises of the company including work sites.
- 1.9 Contractor shall maintain proper record of his working employee's attendance and payment made to them.
- 1.10 The contractor's representative/ supervisor shall report daily to the shift-in-charge in the control room for day-to-day working, filling & dispatch of Vehicles.
- 1.11 The contractor will strictly adhere to all the safety rules and regulations prevailing and applicable from time to time at the installations as directed by BGL.
- 1.12 The rates quoted by the bidder must be inclusive of all taxes, duties and other statutory levies on the vehicles, contractor share of P.F. and insurance charges, contractor profit, repair & maintenance cost of the Vehicle, license permits, works contract tax and any other expenditures.
- 1.13 It will be the responsibility of the contractor to pay as per the minimum wages of the appropriate government rules applicable under the minimum wages act.
- 1.14 The services shall be provided in terms of shift pattern on the round the clock basis. The contractor is responsible to provide effective and efficient services in



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all shifts and assure that there is no disruption in the service for want of any resources.

- 1.15 All arrangement for communication from mother/filling stations to the drivers working on jobs under the contract shall be the responsibility of the contractor. The contractor has to provide mobile phones having two way communications or radio handsets to his supervisor.
- 1.16 The contractor shall indemnify the company from any claim of the contract labour.
- 1.17 No Vehicle can be taken out of service for more than three days (accumulated accounts) on account of repair and maintenance or otherwise without providing the replacement.
- 1.18 All the jobs mentioned under scope of services shall be carried out as per sound engineering practices, work procedure documentation and as per the guidelines/ direction of engineer-in-charge or his authorized representative.
- 1.19 BGL reserves the right to split the total requirement of vehicles among various bidders.

2.0 INSPECTION :

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

3.0 PAYMENT TERMS:

Payment shall be made on monthly basis at actual, as per schedule of rates shall be made within 21 days of receipt of the Invoice at BGL, Hyderabad subject to certification by Engineer-in-charge. TDS or any other deduction if applicable during the contract period shall be deducted on monthly basis against each bill. WCT, or any other tax levied by Govt. shall be borne by the contractor except transport Service tax which shall be paid directly by BGL.

Incase Bidder have any disparity in the bill Amount and paid Amount same will be intimated by the Bidder within 45 days from the date of submission of bills.

Monthly running account bills in triplicate along with the proof of deposition of employee & Employer's PF contribution to be submitted by the contractor for certification by Engineer-In- Charge.

3.1 CONTRACT PERFORMANCE SECURITY (SECURITY DEPOSIT):

The Contractor shall furnish to BGL, within 30 days from the date of notification of award, a security in the sum of 7.5% of the annualized contract 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 to be followed. (DLP period is 3 months from date of expiry of contract.)



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- 3.1.1 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.
- 3.1.2 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.
- 3.1.3 BGL on the Earnest Money or Security Deposit or performance guarantee furnished by the contractor shall pay no interest.
- 3.1.4 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.
- 3.1.5 The contractor who provides CNG Fuelled LCV's and opts for CNG Purchase from BGL Mother Station has to submit a guarantee of Rs. 50,000/- per vehicle and valid for a period of three years towards purchase of CNG in addition to the above.

3.2 CONTRACT AGREEMENT:

Contractor has to execute an agreement in the proforma provided by BGL of the tender document on a non-judicial stamp paper of appropriate value within 15 (fifteen) days of the issue of Work Order. The cost of non-judicial stamp paper shall be borne by contractor.

4 PERMITS & CERTIFICATES:

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

5 ACCOMMODATION / TRANSPORTATION / MEDICAL:

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

6 DISCIPLINE:

The contractor shall be responsible for the discipline and good behavior of all his personnel deployed in the services contracted and should any complaint be received against any of his employee, he shall arrange to replace such persons



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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.

7 GATE PASS / IDENTITY CARD:

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

8 RIGHT TO GET SERVICE CARRIED OUT THROUGH OTHER AGENCIES:

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

9 SUB LETTING OF CONTRACT:

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

10 DURATION OF CONTRACT:

The period of contract shall be Three Years from the date of issue of LOI / WO.

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

Contractor will have to mobilize the vehicles within 15 days from the date of written demand served by the Engineer-In-Charge. The contract period shall be reckoned from the date of LOI / WO.

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



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

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

Canvassing in any form shall entail disqualification.

11. THE ENGINEER IN-CHARGE SHALL HAVE POWER TO

- I. Issue the contractor from time to time during the running of the contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the contract and the contractor shall carry out and be bound by the same.
- II. 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.
- III. **DEPLOYMENT SCHEDULE:** Contractor shall deploy the vehicles immediate/ 3days from the date of work order and as per the attached deployment schedule. BGL shall be in full power to refuse any or all of the vehicles which are not in a good condition serviceable for CNG transport or not meeting the specifications. Meeting the model and year of manufacture shall not be binding for acceptance by BGL. In this effect Engineer In-Charge shall be in full power to decide the suitability or unsuitability. However detail report of non-suitability shall be submitted by the Engineer In-Charge in writing.

12. CONTRACTOR'S WORKMEN:

The payment to be made to the person deployed at site should not be less than the Minimum Wages finalized by Central Govt finalized as per category time to time rates applicable and wages applicable as per Hyderabad City.

- A. The Contractor shall have his own PF Code No. with the RPFC as required under Employee P.F. & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund, Employee Deposit Linked Insurance and Employee Pension Scheme, 1995.
- B. The Contractor shall have his own ESI code no. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act, 1948.



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- C. The Contractor shall submit the challans along with bank receipts/bank statement on monthly basis for the proof of depositing of P.F. contribution with RPFC and ESI contribution with ESIC.
- D. The Contractor is required to obtain labour license under the provisions of Contract Labour (R&A) Act, 1970 from the Office of Labour Officer (State), State Govt.
- E. The contractor shall discharge obligations as provided under various statutory enactment including the employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, Employees' State Insurance Act, 1948 and other relevant acts, rules and regulations enforced from time to time.
- F. The contractor shall discharge obligations as provided under various statutory enactment including the employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, Employees' State Insurance Act, 1948 and other relevant acts, rules and regulations enforced from time to time.
- G. The contract shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- H. The contract shall be solely responsible and indemnify the BGL against all charges, dues, claim, etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- I. The contractor shall indemnify BGL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- J. All personnel deployed by the contractor should be on the rolls of the Contractor.
- K. No contract worker below the age of 18 years shall be deployed on the work.
- L. The Contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- M. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BGL while at the site/work. His Work/Services will be supervised by the supervisors of contractor. Contractor has to be strictly adhering to guidance, instruction whenever required.



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- N. Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor.
- O. Contractor has to deploy the personnel with no past criminal records. Also the contractor has to provide police verification for all the persons deployed by him.
- P. While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc., is violated. The contractor shall indemnify BGL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- Q. All existing and amended safety / fire rule of BGL are to be followed at the work site.
- R. Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages Act, 1948 and Payment of Wages Act, 1936.
- S. In case of accident, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money, etc., to the next kith & kin of injured / diseased. Contractor shall indemnify BGL from such liabilities.
- T. The Contractor is required to deposit ESI contributions through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart Cards to contract labours engaged by him from the Corporation.
- U. The contractor shall not employ or permit to be employed any person suffering from any contagious loathsome or infectious disease. The contractor shall get examined his employees / persons deployed from a civil govt. doctor.
- V. No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner / BGL will terminate the contract immediately and may refer the case to police.
- W. The contractor hereby agrees to indemnify owner / BGL and harmless from all claims, demands, actions, cost and charges etc., brought by any court, competent authority / statutory authorities against Owner/BGL.
- X. Following documents shall be submitted by the Agency/Contractor to Engineer-In- Charge at various stages during the currency of the contract:



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Y. Immediately after issuance / receiving of Letter of Intent (LOI):

1. Application for issuance of Form-V for obtaining Labour license from Licensing Authority for engaging 20 or more contract workers.
2. Copy of Labour License before commencement of work if 20 or more contract workers are engaged.
3. List of persons along with Designation, Employee No., PF Account, ESI Card No., Insurance Coverage No., etc.
4. Copies of Identity Card issued by the contractor of persons to be engaged in BGL.
5. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
6. Copy of Employee State Insurance Registration Certificate issued by Concerned ESIC (wherever applicable)

13. TERMINATION OF ORDER:

13.1 Termination for Default :

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

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

14. Termination for non-requirement:

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

15. Compliance Laws:

The contractor which shall include the contracting firm / company shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various labour laws legislation's including labour license from the competent authority under the contract labour (Regulation & Abolition) Act 1970 and Acts made thereafter.



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

16. ESCALATION AND DE-ESCALATION OF FUEL PRICES:

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

For Local Transportation in Vijayawada: $X * Y * R$

The applicable base price for a) Diesel is Rs 56.50 per litre on 12.05.2016, CNG is Rs. 50.33 per Kg at Vijayawada respectively. Bidders to quote the running cost on the basis of these base prices.

Where,

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

17. OWNERSHIP OF VEHICLES:

On successful award of work order, the contractor shall deploy vehicles such that minimum 50% of the deployed vehicles are directly owned by him.

18. EVALUATION OF OFFERS:

The Evaluation will be done for the lowest cost to the company.

19. PROCEDURE FOR NEGOTIATION:

In the event of negotiations, the same will be held with L-1 party/parties. Counter offer of the rate finalized with the L-1 party shall be offered to the other parties in ascending order of their rankings till the full requirement of LCV is met. Any party/parties not willing to accept/refuses the counter offer, the chance shall be provided to the next higher ranking party/parties. The party who has refused once shall not be considered thereafter.

20. ALTERNATE VEHICLE:

Alternate vehicle may be allowed for a period of three months subject to below mentioned payment terms, at the sole discretion of BGL with the specific approval of the alternate vehicle BGL EIC. However, vehicle offered by the contractor shall meet all other terms and conditions of the contract and shall be



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in absolute working condition and fully road worthy, duly registered with RTO, all taxes paid and comprehensively insured.

The monthly payment for vehicle supplied in lieu of model of deployment year, shall be payable @10% less than the quoted value. If the contractor fails to replace the alternative vehicle with specified model within first three months of deployment, then such LCVs shall be immediately stopped without any financial implication to BGL.

Expenses towards Loading, Unloading, Securely mounting of cascades on alternate vehicle supplied in lieu of model of deployment year, from BGL store and from alternate vehicle to new vehicle shall be borne by contractor.

21. LIQUIDATED DAMAGES:

Liquidated Damages shall be applicable for the late deployment of the vehicle by 0.5% per week of delay or part there of up to a maximum of 5% of the Contract value for the vehicles which are not deployed as per the terms and conditions of the tender document.

22. The bidder shall have PAN, EPF, ESIC and Service Tax Registration Number.



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SECTION – 9

DEPLOYMENT SCHEDULE



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DEPLOYMENT SCHEDULE

Deployment Schedule shall be as follows:

S. No	Deployment Schedule	No of LCVs to be deployed
1	As per the SCC clause No.11(III)	14
Total:		14

Note:

- 1) BGL reserves the right to Prepone / Postpone the deployment schedule will be given to the contractor in writing by BGL EIC.
- 2) No Compensation on account of decrease of scope of services shall be payable.

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

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



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SECTION – 10

SCHEDULE OF RATES (SOR)



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PREAMBLE FOR SCHEDULE OF RATES (SOR)

1.0 SCOPE OF SERVICES:

The scope of Services for this tender is to deploy 6 MT Payload Light Commercial Vehicles for the transportation of CNG through cascades, in and around Vijayawada.

2.0 EVALUATION CRITERIA:

Evaluation will be done as a whole combining of all the SOR items for a total period of 36 Months for LCV transportation in Vijayawada; however the actual deployment of required services may be staggered for entire scope of works, depending upon the requirement, at the sole discretion of BGL.

If required, BGL reserves the right to operate LCVs from any other Online Station in Vijayawada.

If the rates/prices quoted by two or more bidders is observed to be same, the evaluation of such offers shall be dealt as per clause no. 19.4 of ITB.



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SCHEDULE OF RATES (SOR)

Hiring of minimum 6 ton payload diesel driven Light Commercial Vehicles for transportation of CNG in Vijayawada.

Items	Item / Description	Unit	Qty	Unit Rate (Rs)
(A)	(B)	(C)	(D)	(E)
1	Monthly charges for providing of minimum 6 ton payload capacity Diesel / CNG fuelled light commercial vehicles (LCV) of Model 2015 or later Model with monthly fixed charges for 3500 Km free run, for round the clock operations as detailed in the tender.	LCV - month	1	
2	Running Charges in addition to 1 above per LCV per Km	Per KM	500 Km	----- per Km
Total Amount per month per LCV (Rs)				

Note:

- 1) Bidder should quote all items of SOR. Bidder to consider 500 Km extra running over and above the standard for the purpose of evaluation. Successful bidder(s) shall comply with the actual requirement of the owner's business without any restriction on distance coverage.
- 2) Quoted price shall be inclusive of all taxes and duties **except Service Tax**.
- 3) Toll Charges if any will be reimbursed at actual, if applicable during the contract period on submission of toll receipts / proofs. **Fuel escalation charges will be paid at actual as per clause no. 16 of SCC.**
- 4) Bidders should offer complete scope of the items. Part offer received shall not be considered. Owner reserved the right to split the order to different successful bidders.
- 5) Rajahmundry / Kakinada: Toll Charges will be paid at actual; driver batha will be paid @ Rs. 250 / day.
- 6) Period of Contract : 3 Years
- 7) Standard Kilometers per LCV for one month shall be 3500 Km, subject to LCV Operating for entire month in road worthy condition (without any breakdowns) leaving the allowable 02 days for maintenance.



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- 8) Payment will be made on following basis:-
- The indicated 3500 Kms of free run per LCV against item no. 1, shall be considered on cumulative basis against actual run of all deployed LCVs per month while billing for making payments (i.e. 7000 Km / 2 LCV, 10500 Km / 3 LCV etc.)

In item no. 2 the indicated quantity is as estimated and shall be considered for price evaluation purpose. Successful bidder(s) shall comply with the actual requirement of the owner's business without any restriction on distance coverage and Payment shall be made for actual additional Kms run in the month/LCV.

Date:

Signature of the Bidder
With Seal