



Bhagyanagar Gas Ltd.

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

BID DOCUMENT FOR

**TENDER FOR HIRING SERVICES OF LIGHT
COMMERCIAL VEHICLES FOR TRANSPORTATION OF
CNG IN & AROUND HYDERABAD FOR A PERIOD OF
THREE YEARS**

Bid Document No.: BGL/226/2013-14

OPEN DOMESTIC COMPETITIVE BIDDING

VOLUME - II OF II



**TENDER FOR HIRING SERVICES OF LIGHT COMMERCIAL
VEHICLES FOR TRANSPORTATION OF CNG IN & AROUND
HYDERABAD FOR A PERIOD OF THREE YEARS
(OPEN DOMESTIC COMPETITIVE BIDDING)**

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SECTION - 7

SCOPE OF WORK/SERVICE

And

SPECIFICATION



Bhagyanagar Gas Ltd.

TENDER FOR HIRING SERVICES OF LIGHT COMMERCIAL VEHICLES FOR TRANSPORTATION OF CNG IN & AROUND HYDERABAD FOR A PERIOD OF THREE YEARS (OPEN DOMESTIC COMPETITIVE BIDDING)

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A. INTRODUCTION

Bhagyanagar Gas Limited (BGL), a joint venture company of GAIL & HPCL, has undertaken an eco-friendly ambitious project to supply CNG to the automobile sector and natural gas to domestic, commercial and industrial consumers in the State of Andhra Pradesh, the first few stations 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 Hyderabad where natural gas is not available through Pipeline.

CNG cascades mounted on Light Commercial Vehicles (LCV) shall be filled from Mother Station, Shamirpet /APSRTC depot, Medchal/ any other upcoming online station during the contract period 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 Hyderabad Operations:

Providing Light commercial Vehicles (LCV) of minimum payload of 6 tons on rate contract basis for a contract period of Three Years for local Transport in Hyderabad.

- 1. Vehicle Models:**The Vehicle Model for this contract should be of year **2012 or later** only.
- 2. Auxiliaries:** *Vehicles shall be provided with two earthing connections and fitted with a spark arrestor on the exhaust for which no extra cost shall be payable by BGL. If not provided as stated above the owner reserves the right to get it done at the cost of the supplier.*
- 3. Ownership :** Bidder must own 50% of the fleet of LCV of their share in their name i.e. Firm or Partner or Director or Proprietor. Additional LCV offered may be owned or attached. In case of attached LCVs offered by the bidder, owners of LCVs should execute affidavit attaching the LCV with the bidder for the full period up to last date of proposed Agreement period. BGL will not deal with the owners of the attached LCVs. For any claim, losses, damages, etc for the attached LCV, the liability will solely rest with the bidder.
- 4. Contract validity :** The duration of contract shall be **three years** from the date of work order. Any further extension shall be at the same rates,



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- terms and conditions at the sole discretion of BGL. The estimated number of LCVs shown in tender notice is indicative and is subject to change.
5. **Supervisors:** The Bidder shall deploy competent Supervisors for the purpose of coordination with BGL for monitoring the Vehicles movements. Non-deployment or non-availability of supervisors during the operational hour(s) will attract a penalty of Rs. 500/- per day.
 6. **Payload:** LCVs offered by the bidder should be capable of carrying **minimum 6 tons** payload capacity. 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 securely mount the cascades on Vehicle chassis with cushion support along 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 transporter's 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 and around Hyderabad city at transporter's 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.

7. **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



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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. They should be able to read and write the local language.

The driver should not consume any intoxicant or alcohol and smoking while on duty. Drivers should be engaged on rotation basis and changed periodically.

Drivers should not indulge in formation of collectives/union/any other illegal activities which are detrimental to the interest of BGL

8. The bidder shall bear the entire operational cost including all repair and maintenance 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 as per **applicable minimum wages act including PF,ESIC etc.**
 - b) Cost of fuels, brake oil and lubricating oil, oil required for operation of the vehicles etc.
 - c) Repair and Maintenance cost of the vehicles.
 - d) Licenses, permits, road tax, third party insurance and any other statutory levies.
9. 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.
10. 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.
11. **Mobilization time:** The bidder shall mobilize the transport services within 45 days from the date of written requisition by BGL EIC.



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12. 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.
- b) **GPS tracking should be made available for monitoring at all the time and non-working of GPS for any LCV will be construed as deviation in the operation of LCV.** For this purpose, the bidder shall install Vehicle Tracking System in all the deployed LCVs. The safety and Security of the Vehicle Tracking System will be the responsibility of the Bidder. He shall also provide the necessary software to BGL for day to day monitoring. If the bidder fails to arrange / repair the Vehicle Tracking System, then a penalty of Rs. 2000/- per vehicle per month will be levied. If the same situation continues for more than a month, these vehicles shall be kept aside and no payment shall be made against these LCV's.
13. Hiring charges of Vehicle shall include services of Drivers and Supervisors for 24 hours in a day for all days in all the vehicles. No personnel shall be allowed to work for more than **12 hours** in a day for which adequate number of personnel shall be deployed.
14. 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 bidder's own cost.
15. At the time of deployment, the mobilized fleet shall be painted with colour code as per the Central Motor Vehicle Act 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.
16. Branding shall be done as per BGL specifications.
17. Bidder shall securely mount the CNG cascade and make all necessary mounting arrangements including hiring of crane for lifting & handling of



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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.

18. **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

19. DCP Fire extinguisher of 10 kg capacity for each VEHICLE will be issued by 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.
20. Payment shall be effective 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.
21. Payment of all taxes, duties, and service charges etc. on the Vehicle as per statutory requirements shall be borne by the bidder except toll gates charges.



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22. **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.
23. **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 :
- 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
 - 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
 - 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
 - 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. 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.
 - 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.
24. The Vehicle drivers and attendants shall wear **uniform** as approved by EIC and the same to be supplied by the bidder. Drivers have to wear the **PPEs like helmets, safety shoes** 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.
25. Bidder shall depute supervisors for smooth operation of transport services to the satisfaction of Engineer-in-charge. Supervisors shall be



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provided with the conveyance and mobile phone having two way communication facilities for effective supervision and better co-ordination.

26. Bidder 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.

27. **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 Off time of 04 days per vehicle in any calendar month.

28. **Penalty :**

a) In case, bidder does not provide LCV services during the contract due to any reason, a penalty shall be imposed which shall be applicable as under :

Penalty = Double the prorated monthly fixed charges for the period of absence.

b) In case, bidder fails to meet the minimum guaranteed of 4000 kms per LCV on cumulative basis for his allotted number of vehicles, the following penalty is applicable :

Upto 90% of 4000 Km (i.e up to 3600 Km per LCV on average), penalty @ of 1.5 times the prorated per km charges will be deducted against the shortfall (i.e up to 400 km) for the reasons which is attributable to the party.

Whereas for Km run below 90 % level (< 3600 km per LCV on average), 2 times the prorated per km charges will be deducted against the shortfall (for more than 400 Km) for the reasons which is attributable to the party.

In case of accidents or breakdowns of **any LCV** where there is likely delay of more than 10 days including allowable 2 days, replacement vehicle shall be provided to BGL. Otherwise, penalty as per clause a),



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would be levied on the remaining period of absence on prorated basis in such cases.

- c) Failure to comply with HSE requirements given under Annexure – A shall attract penalty of Rs. 500/-. Per each non-compliance.
- d) For imposing of all the above penalties, the decision by BGL EIC is final and binding.
- e) If the bidder fails to arrange / repair the Vehicle Tracking System, then a penalty of **Rs. 1000/-** per vehicle per month will be levied.

EIC shall be final deciding authority in assessing the penalty.

- 29. 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 Hyderabad and therefore necessary permit for state transport movement in Hyderabad 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.
- 30. **Insurance:** The bidder shall be required to take Comprehensive Insurance Policy including third party coverage for each vehicle 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.
- 31. Vehicle provided under the transport services should be covered by ZONAL PERMIT at bidder's cost.
- 32. 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.
- 33. **EXCLUSIONS**
The following shall be provided by BGL:
 - a) CNG Cascades
 - b) Supply of Fire Extinguishers



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34. LOCAL CONTACT OFFICE

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

35. CNG FUEL FOR LCV's RUN BY CNG (Optional)

Upon the request of the bidder, CNG Fuel shall be supplied only at Mother Station, Shamirpet. 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 **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.



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Annexure - A

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 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 |
| | <p>Periodic Re-qualification must be conducted in the following circumstances:</p> <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. |
| 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 | <ul style="list-style-type: none"> ▪ Drivers must not be under the influence of alcohol or drugs, or any |



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| | |
|---------------------------|--|
| & Alcohol | <p>substance or medication that could impair their ability to drive.</p> <ul style="list-style-type: none">▪ Periodic random sampling to be under taken by the bidder 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 bidder 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 Tips | <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/ Insurance 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.

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:



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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 bidder after awarding the contract and the same checklists to be maintained by vehicle bidder 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.

Inspection

- Regular inspection on monthly basis 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 within one day of intimation.



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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. so that they have plied and the service planned well in advance.

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 is to be done as per the tender specifications.

Replacement of Tyre

- LCV Bidder 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. remoulding of tyre) is not permitted.

Legal requirement and documentation

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. The bidder shall submit all records related to the vehicle/driver qualification and validity of vehicle and driving license to the O&M department at the time of deployment. 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.**



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Training

It is mandatory for the Bidder to get the drivers fully acquainted with BGL Safety requirements. The Bidder 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 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.

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

- In addition to local legal requirements, all accidents and incidents involving injury to any person and/or damage of any sort to Company, bidder 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.



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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 is in the scope of bidder

Failure to Comply:

If the bidder 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 28(c).



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SECTION – 8

SPECIAL CONDITIONS OF CONTRACT



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SPECIAL CONDITION OF CONTRACT

1.0 GENERAL

- 1.1 The transport services shall be provided in terms of shift patterns on round the clock basis as mentioned in the tender document.
- 1.2 The bidder 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 bidder 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 bidder or his authorized representative shall interact with Engineer-In-charge daily for smooth movement of the transport services.
- 1.4 Bidder has to ensure the safety of man and machine all the times. The bidder 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 bidder, 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 bidder the cost of repairs or the amount of loss or damages.
- 1.5 The bidder will be liable for any loss or injury to BGL employees/agents due to careless, negligent, inexperienced act or default of the bidder, 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 contract employees with facilities such as office accommodation canteen, tea, toilet, telephone etc.
- 1.8 All personnel of the bidder 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 Bidder shall maintain proper record of his working employees' attendance, PF & ESIC details and wages paid to them.**



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- 1.10 The bidder's representative/ supervisor shall report daily to the shift-in-charge in the control rooms for day-to-day working, filling & dispatch of Vehicles.
- 1.11 The bidder 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, P.F, ESIC to drivers/staff and insurance charges, bidder 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 bidder 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 bidder is responsible to provide effective and efficient services in all shifts and assure that there is no disruption in the service for want of any resources.
- 1.15 BGL reserves the right to utilize the LCV at other cities in the state at its discretion on the same rate, terms and conditions.
- 1.16 All arrangement for communication from mother/filling stations to the drivers working on jobs under the contract shall be the responsibility of the bidder. The bidder has to provide mobile phones having two way communications to his supervisor and drivers.
- 1.17 The bidder shall indemnify the company from any claim of the contract labour.
- 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**
BGL 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 or safe/roadworthy conditions are not met.



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3.0 PAYMENT TERMS

Payment shall be made on monthly basis at actuals, as per schedule of rates, within 15 days upon receipt of Invoice/ bills at BGL, Hyderabad in proper order along with all necessary documents duly certified by the 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 bidder **except transport Service tax which shall be paid directly by BGL.**

In case 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.

3.1 CONTRACT PERFORMANCE SECURITY (SECURITY DEPOSIT)

The Bidder shall furnish to BGL, within 15 days from the date of intimation by the EIC, 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 shall be valid up to 90 days beyond the contract expiry date. The DLP (Defect Liability Period) shall be 60 days after the contract expiry date; after which, PBG/SD shall be released/refunded. Refer GCC clause 24 (24.1 till 24.05) for other terms and conditions.

- 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 bidder under any of the clause of this contract.
- 3.1.2 The bidder shall be liable to pay further balance of recovery/claim if any, which could not be recovered from the payments to the bidder and/or from the security deposit/bank guarantee.
- 3.1.3 BGL shall pay no interest on the Earnest Money or Security Deposit or performance guarantee furnished by the bidder.
- 3.1.4 In case the bidder 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 bidder who provides CNG Fuelled LCV's and opts for CNG Purchase from BGL Mother Station has to submit an additional guarantee of Rs. 50,000/- per vehicle and valid for a period of three years/or till bidder avails such option towards purchase of CNG. This PBG is separate in addition to the PBG to be submitted for LCV transportation as per clause no.3.1,



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3.2 CONTRACT AGREEMENT:

Bidder has to execute an agreement in the proforma enclosed at section 6(v) 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 bidder.

4.0 PERMITS & CERTIFICATES

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

5.0 ACCOMMODATION / TRANSPORTATION / MEDICAL

The bidder 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.

6.0 DISCIPLINE

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

7.0 GATE PASS / IDENTITY CARD

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

8.0 RIGHT TO GET SERVICE CARRIED OUT THROUGH OTHER AGENCIES

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



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9.0 SUB LETTING OF CONTRACT

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

10.0 DURATION OF CONTRACT

The period of contract shall be Three Years from the date of issue of WO. Contract period is **extendable by 3 months** at the same rate, terms and conditions.

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 or increase of scope of services shall be payable** to the bidder whatsoever may be the reasons thereof.

Bidder will have to mobilize the vehicles within 45 days from the date of work order / written demand served by the Engineer-In-Charge. The contract period shall be reckoned from the date of WO.

The agreed rates shall remain firm till the expiry of contract and the bidder 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 bidders own ignorance or on account of the difficulties or hardships faced by him. The rates as such shall be inclusive of all taxes / duties / levies etc. and shall remain firm till expiry of this contract.

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

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

Canvassing in any form shall entail disqualification.

11.0 THE ENGINEER IN-CHARGE SHALL HAVE POWER TO

- i) Issue the bidder 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 bidder shall carry out and be bound by the same.



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- ii) Order the bidder 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 bidder shall be final and binding on the bidder.

12.0 DEPLOYMENT SCHEDULE:

Bidder shall deploy the vehicles within 45 days 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.

13.0 BIDDER'S WORKMEN

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

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

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

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

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

The bidder shall be responsible for and shall pay any compensation to their employee's payable under the Workmen's Compensation Act 1923 and 1933 and



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the amendments thereto for the injuries caused to the workmen. The bidder shall be responsible for and pay the expenses for providing medical treatment to any employees who may suffer any bodily injury as a result of any accident. In every case, in which by virtue of the provisions of section 12 sub-section 1 of workmen's compensation Act, 1923, the BGL is obliged to pay compensation to workmen employed by the bidder in execution of the works, and without prejudice to the rights of the BGL under section 12, sub-section 2 of the said Act, the BGL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due from the BGL to the bidder whether under this contract or otherwise. The BGL shall not be bound to contest any claim made against it under Section 12, Sub-section 1 of the said Act except on the written request of the bidder and upon his giving to the BGL full security for all costs for which the BGL might become liable in consequence of contesting such claims.

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

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

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

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

The bidder shall indemnify BGL against all losses or damages caused to it on account of acts of the personnel deployed by the bidder.

The bidder shall ensure regular and effective supervision of the personnel deployed by him.



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14.0 TERMINATION OF ORDER

14.1 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 2 days and the same if continues beyond 10 days, BGL reserves the right to hire the vehicles from any other alternate source at full risk and cost of the bidder and the actual charges incurred shall be recovered from the bidder inclusive of all taxes & duties.

14.2 Termination for non-requirement

M/s BGL 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 prior notice of One Month in this regard.

15.0 COMPLIANCE OF LAWS

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

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



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16.0 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 & per kg of CNG in the following manner:

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

The applicable base price for a) Diesel is Rs 56.65 per litre, CNG is Rs. 55 per Kg at Hyderabad 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**

17.0 OWNERSHIP OF VEHICLES:

Bidder must own 50% of the fleet of LCV of his share in their name i.e. Firm or Partner or Director or Proprietor. Additional LCV offered may be owned or attached. In case of attached LCVs offered by the bidder, owners of LCVs should execute affidavit attaching the LCV with the bidder for the full period up to last date of proposed Agreement period. BGL will not deal with the owners of the attached LCVs. For any claim, losses, damages, etc for the attached LCV, the liability will solely rest with the bidder.

18.0 EVALUATION OF OFFERS:

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

19.0 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.**

20.0 ALTERNATE VEHICLE :

Alternate vehicle may be allowed for a period of 2 months, subject to below mentioned payment terms, at the sole discretion of BGL with the specific approval of the alternate vehicle from BGL's EIC. However, vehicle offered by the bidder shall meet all other terms and conditions of the contract and shall be in



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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 for one year old model vehicle and shall be payable @20% less than the quoted value for two years old model vehicle. If the bidder fails to replace the alternative vehicle with specified model within first 2 months of deployment, then such LCVs shall be immediately stopped without any financial implication to BGL and applicable penalty for not supplying the LCV.

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 bidder.

21.0 LIQUIDATED DAMAGES:

Liquidated Damages shall be applicable for the late deployment of the respective vehicle at 0.5% of prorated work order value for every week of delay up to a maximum of 5% of the total work order value .



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SECTION – 9

DEPLOYMENT SCHEDULE



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DEPLOYMENT SCHEDULE

Tentative Deployment Schedule shall be as follows:

| S. No | Deployment Schedule | No of LCVs to be deployed |
|---------------|---|----------------------------------|
| 1 | As per work order/intimation by EIC in Dec 2013/Jan 2014 | 26 |
| 2 | As per intimation by EIC during financial year 2014-15 or later | 8 |
| Total: | | 34 |

Note:

- 1) BGL reserves the right to Pre-pone / Postpone the deployment schedule. However 45 days prior intimation will be given to the bidder in writing by BGL EIC.



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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 minimum 6 MT Payload Light Commercial Vehicles for the transportation of CNG through cascades, in and around Hyderabad.

2.0 EVALUATION CRITERIA:

Evaluation will be done as a whole combining of all the SOR items for a total period of 36 LCV Months for LCV transportation in Hyderabad; 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 Hyderabad.

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 Information To Bidders (ITB).



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SCHEDULE OF RATES (SOR)

Hiring of minimum 6 ton payload Diesel/CNG driven Light Commercial Vehicles for transportation of CNG in & around Hyderabad.

| Items | Item / Description | Unit | Qty | Rate(Rs) | Total Amount (Rs) |
|-------|---|-----------|---------|---------------------|-------------------|
| (A) | (B) | (C) | (D) | (E) | F |
| 1 | Monthly charges for providing of minimum 6 ton payload capacity Diesel / CNG fuelled light commercial vehicles (LCV) of 2012 or later model with monthly fixed charges for 4000 Km free run, for round the clock operations as detailed in the tender document. | LCV-month | 1 | | |
| 2 | Running charges in addition to 1 above per month. | Per KM | 1000 KM | -----per Km | |
| 3 | Estimated Fuel Escalation & Toll Charges per month to be paid at actuals | LCV-Month | XXXX | XXXXXX | XXXXX |
| | | | | Total per LCV-Month | |

Number of LCVs offered by the bidder = Nos

Note:

- 1) Total requirement of LCVs in 3 years is 34 as per deployment schedule.
- 2) Bidder should quote all items of SOR. Bidder to consider 1000 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
- 3) Quoted price shall be inclusive of all taxes and duties **except Service Tax**.
- 4) Fuel escalation charges will be paid at actual as per clause no. 16 of SCC.
- 5) Both the fuel escalation charges & Toll charges shall be paid at actuals.
- 6) Period of Contract: 3 Years.



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- 7) Standard Kilometer per LCV for one month shall be 4000 Km, subject to LCV Operating for entire month in road worthy condition(without any breakdowns) leaving the allowable 02 days for maintenance.
- 8) Payment will be made on the following basis :
- The indicated 4000 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. 8000 KM/2 LCV, 12000 KM/3 LCV etc).
 - In item no.2 the indicated quantity is an estimated quantity and shall be considered for price evaluation purpose. Successful bidder(s) shall comply with the actual requirement of the owner's business without any restriction on distance coverage and Payment shall be made for the actual additional KMs run in the month.

Date:

Signature of the Bidder
With Seal