



# **BHAGYANAGAR GAS LIMITED**

(A JOINT VENTURE OF HPCL & GAIL)

## **BID DOCUMENT FOR**

**HIRING OF SUPPORT SERVICES FOR CNG & PNG  
OPERATIONS FOR CITY GAS STATION OF BGL AT KAKINADA**

## **UNDER LIMITED DOMESTIC COMPETITIVE BIDDING**

**Bid Document No.: BGL/229/2013-14**

**VOLUME-II of II**



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## **SECTION-7**

# **SCOPE OF WORK**



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**1.0 General:**

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

- i) The Contractor shall deploy required number of service personnel as per the terms of the contract. In case required to meet operational requirements, the Contractor shall augment the same as per direction of Engineer-in-Charge.
- ii) The Contractor is required to carry out all services as mentioned in the Scope of Services and Schedule of Rates on all the 365 days including Sunday and all holiday and around the clock.
- iii) The Contractor shall allow weekly rest and daily working hours to his workmen as per the relevant Act / Law / and Rule made there under. However, no work shall be left incomplete / unattended on any holiday / weekly rest. Contract in person or his authorized representative shall provide the services on daily basis to interact with Engineer-in-Charge and deployed workmen.
- iv) The workforce deployed by the Contractor for O&M services at CNG installation shall be of sound relevant technical professional expertise which is otherwise also essential from the safety point of view of the personnel of the Contractor as well as for the installation.
- v) Contractor has to ensure the safety of personnel and equipment all the times. Damages of equipment due to negligence will be recovered as per the decision of Engineer-in-Charge, which will be final.
- vi) Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.
- vii) The Contractor shall make his own arrangements to provide all facilities like boarding and transport etc. to his workmen.
- viii) All personnel of the Contractor entering on work premises shall be properly and neatly dressed and shall wear uniform, ID cards, badges while working on premises of the company including work sites.
- ix) Contractor shall maintain proper record of his working employee's attendance and payment made to them.
- x) The Contractor's representative / supervisor shall report daily to the BGL Shift-in-Charge for day to day working.
- xi) All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by BGL will be strictly adhered to by the contractor
- xii) The rates quoted by the Contractor must be inclusive of all taxes, duties, service tax, work contract tax and any other levies, contractor's share of P.F. and insurance charges, contractor's profit and any other expenditure etc.
- xiii) It will be the responsibility of the Contractor to pay as per the minimum wages of the appropriate government applicable under the Minimum Wage Act 1948.



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- xiv) The services shall be provided in terms of shift pattern on the round the clock basis. The Contractor is responsible to provide effective and efficient services in all shifts and assure that there is no disruption in the services for want of any resources.
- xv) The Contractor shall establish a central control room to operate 24 hours, seven days a week, further, the Contractor shall deploy required number of services at various site offices in consultation with Engineer-in-Charge to provide trouble free operations.
- xvi) All arrangements for communication from control room to the contract person working on job under the services shall be the responsibility of the contractor, viz pagers / walky-talky.
- xvii) All the jobs mentioned under scope of services shall be carried out as per sound engineering practices, work procedure documentation and as per the guidelines / direction of engineer-in-charge of authorized representative.

**2.0. Providing Support services during contract period:**

- a) All tools, tackles and fixtures required for carrying out the maintenance of the equipment like cascades and SS tubings shall be in scope of the Contractor.
- b) The periodic maintenance required to be done as per BGL / OEM recommendation shall be taken up promptly.
- c) The Contractor shall use only OEM's certified spares during maintenance. In case, the schedule maintenance of the OEM manual recommends checking and replacing parts like valves, seal kits, SS fittings, burst discs etc. after certain time interval, same shall be replaced or used further only on approval from the BGL representative. However any unto ward consequences for non-replacement of such parts shall be the responsibility of the Contractor.
- d) All routine and periodic checks / inspections required to be done as per OEM recommendation shall be done by the Contractor.
- e) All parts replaced by the Contractor during the above contract period shall be properly packed and handed over to BGL, on replacement.
- f) The EIC will be final authority to take decision with regards to maintenance or replacement of spares or any disagreement between the Contractor and BGL, during the execution of the contract.

**3.0. Contractor team – Site deputation, Rolls and Responsibility**

Support services at BGL Mother Station shall be as per details given below:

At Mother Station:

Description	Qualification	Experience	Qty.	Total
Service as per SOR 1	Degree Holder	3 yrs. In accounting	1 / Gen. Shift	01
Service as per SOR 2	Diploma / ITI	3-5 yrs, atleast 1/3 yrs experience in electrical maintenance	1 / Gen. Shift	01

**Signature & Seal of the Bidder**



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Service as per SOR 3	Diploma / ITI	3-5 yrs, atleast 1/3 yrs experience in mechanical maintenance	1/General & 1/ Shift	02
Service as per SOR 4	Diploma / ITI	1-2 yrs, atleast 1 yr experience in fuel filling (petroleum / gas)	1 / Shift	02
Service as per SOR 5			1 / Gen. Shift	01

**3.1: Tentative List of Jobs to be performed during Duty time for SOR No: 1**

- To function as an integral member of the BGL operations coordination team.
- Assist BGL personnel with development and implementation of sound operational, financial procedures, including corrective action guidance.
- Coordinate shift duties and ensure all records to be maintained.
- Preparing excise invoice / bills for retail sales.
- Depositing cash in company's bank account.
- Overseeing housekeeping or cleanliness of the stations and assisting BGL officers in general administration matters.
- Preparing excise gate pass for every mobile cascade (LCV) and preparation of DPR, fortnight reports and monthly reports.
- Filling / checking of LCV log books.
- Collection of data from M/s GAIL and daughter stations.
- Periodical safety round check.
- Provide accounting / reports as per BGL O&M practices.
- Maintain NG purchase, CNG production, CNG despatches and CNG sales records as required by BGL.
- Coordinate with BGL in conducting training programs for upgrading operational practices, participate in all BGL sponsored safety trainings.
- Collect and provide data as deemed necessary by BGL to analyze operational performance.

Above service is required as follows:

- 01 no. service is required for 08 Hrs General Shift at Mother Station.**

**3.2: Tentative List of Jobs to be performed during Duty time for SOR No: 2**

- Assist BGL on operation & maintenance requirement
- Maintenance of electrical sub-station, panel and feeders
- Maintenance of indoor / outdoor lighting system
- Monitoring of earthing system and its maintenance
- Monitoring of power availability / quality
- Liasoning with lineman of APEPDCL for proper supply, restoration of power and assisting in overall operation and maintenance of the station
- Monitor all essential parameters of the electrical equipment and report any discrepancy in operational parameters
- Responsible for log book data capturing, minor maintenance activities, safety of team

Above service is required as follows:

- 01 no. service is required for 08 Hrs General Shift at Mother Station.**



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**3.3: Tentative List of Jobs to be performed during Duty time for SOR No: 3**

- a) To function as an integral member of BGL O&M coordination team and will be available to meet any emergency situation
- b) Attend the cascade maintenance and SS tubing works, gas leak problems
- c) Care taking of CNG facilities in Retail Outlets
- d) Carrying out maintenance of fire extinguishers
- e) Carrying out the MDPE Pipe Jointing and Maintenance
- f) Attending the PNG Complaints and reporting to the mother station.
- g) Assisting in maintenance of compressors and dispensers
- h) Attending the operational problems at Mother Station, bus depots and ROs at Kakinada
- i) Maintaining the records of maintenance carried out
- j) Ensuring safety around the working area
- k) They will be part of operation team

Above service is required as follows:

- 1. 01 no. services are required for 08 Hrs General Shift at Mother Station and 01 no. Service for 08 Hrs Shift.**

**3.4: Tentative List of Jobs to be performed during Duty time for SOR No: 4**

- a) Filling CNG to vehicles / cascades and cash collection
- b) Carrying out maintenance of fire extinguishers, lighting system and sub-station
- c) Logging / reporting of opening and closing readings of dispensers for each shift
- d) Depositing cash with office at the end of every shift
- e) Attend the cascade maintenance and SS tubing works, gas leak problems
- f) Assisting in maintenance of compressors and dispensers

Above service is required as follows:

- 1. 02 no. services are required for 08 Hrs shift at Mother Station.**

**3.5: Tentative List of Jobs to be performed during Duty time for SOR No: 5**

- a) Maintaining of housekeeping of the working area
- b) Maintaining cleaning of office room, hospitality service

Above service is required as follows:

1. 01 no. service is required for 08 Hrs General Shift at Mother Station

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

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

**4.1. Spares parts / SS fittings / SS tubing / Valves / Hoses:**

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

**4.2. Tools & Tackles:**

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



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**4.3. Scope for AMC Activities:**

Contractor shall depute site personnel as enlisted above for carrying out the AMC of the CNG compressor packages

Uninterrupted service shall be provided round through shift operations including Sundays and other holidays throughout the contract period

Operational activities involved in the contract are categorized below:

- i. Shift will run on 8 Hrs. pattern i.e. shift will function for round the clock
- ii. Maintain and compile records of all operational data
- iii. Contractor shall deploy experienced personnel to operate and maintain the facilities and to meet the above requirement

**Note:**

- ***The contractor shall be responsible for smooth operation of the services as indicated above through deployment of workmen who are physically fit and below 40 years of age having good track record***
- ***BGL reserves the right to utilize the above category services, if required at any other locations in Kakinada depending upon the operational need of O&M department***





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**SECTION-8**

**SPECIAL CONDITIONS OF CONTRACT**



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**SPECIAL CONDITIONS OF CONTRACT**

**1.0 GENERAL INFORMATION:-**

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

**2.0 SITE INFORMATION:-**

- 2.1 BGL Mother Station located at Vakalapudi, Kakinada.
- 2.2 City Gas Distribution Network, Kakinada.

**3.0 WORK SPECIFICATION:-**

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

**4.0 CONTRACT VALUE:-**

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

**5.0 CONTRACT PERIOD:-**

**The Contract shall be Valid for Period of Two year (24 Months) from the date of issue of work order or the letter for deployment from BGL's EIC.**

**6.0 VALIDITY OF QUOTED RATES:-**

The Rates Quoted accepted shall remain valid for the entire period of Contract and no escalation whatever shall be permissible after award of the contract.

**7.0 TAXES AND DUTIES:-**

- 7.1 Income tax at the prevailing rate as applicable from time to time shall be deducted from contractor's bills as per Income tax Act, and quoted rates shall be deemed to include this.



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

**7.2.1 SERVICE TAX:**

THE QUOTED RATES SHALL BE INCLUSIVE OF ALL TAXES AND DUTIES APPLICABLE DURING THE CONTRACT PERIOD **EXCEPT FOR SERVICE TAX & EDUCATION CESS THEREON**. SERVICE TAX & CESS THEREON SHALL BE PAID EXTRA, IF APPLICABLE, ON SUBMISSION OF DOCUMENTARY EVIDENCE/ INVOICE(S).

THE BIDDER SHALL INDICATE IN THE BID THE SERVICE TAX REGISTRATION NUMBER AND IN CASE THE SERVICE TAX REGISTRATION NUMBER IS NOT AVAILABLE, THE BIDDER WILL GIVE CONFIRMATION FOR OBTAINING REGISTRATION WITH A COPY OF APPLICATION FOR REGISTRATION.

THE CONTRACTOR LIABLE TO PAY SERVICE TAX FOR THE WORK/ SERVICES RENDERED TO BGL, SHALL SPECIFICALLY MENTION THE SERVICE TAX REGISTRATION NUMBER IN THEIR INVOICES. FURTHER, THE AMOUNT AND RATE OF SERVICE TAX SHALL BE SEPARATELY AND DISTINCTLY SPECIFIED IN THE INVOICE.

FOR PAYMENT OF SERVICE TAX, SERIALLY NUMBERED INVOICE/ BILL SHALL BE ISSUED BY SERVICE PROVIDER AND SHOULD ALSO SPECIFY THE FOLLOWING:

- (I) THE NAME, ADDRESS AND REGISTRATION NUMBER OF THE SERVICE PROVIDER.
- (II) THE NAME AND ADDRESS OF THE RECEIPT OF THE TAXABLE SERVICE
- (III) DESCRIPTION, CLASSIFICATION & VALUE OF TAXABLE SERVICE PROVIDED AND;
- (IV) THE SERVICE TAX PAYABLE ON SUCH SERVICES.

THE ABOVE DETAILS ARE REQUIRED TO ENABLE BGL TO AVAIL CENVAT CREDIT FOR THE SERVICE TAX PAYMENTS.

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

**8.0 PAYMENT TERMS:-**

- 8.1 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. The bills are to be duly certified by Engineer-In-Charge or a person authorized by him. Payment would be released by our Finance Department within 20 Days from the date of submission of acceptable & duly signed (by EIC) Bills.



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

**8.3 Contract Performance Security (SECURITY DEPOSIT)**

The Contractor shall furnish to the Employer, within 15 days from the date of notification of award, a security in the sum of 7.5% of the annualized ordered value (excluding taxes and duties) in the form of Bank draft/ Banker's cheque or Bank Guarantee (as per proforma) as Contract Performance Security which will be valid for 90 days beyond the contract expiry date shall be refunded within 6 months after expiry of Contract Period. GCC clause 24 (24.1 till 24.05) of Contract Performance Security to be followed.

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

**9.0 LIQUIDATED DAMEGE**

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

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

**10.0 RECOVERY:-**

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

**11.0 RIGHT TO GET SERVICES CARRIED OUT THROUGH THEIR AGENCIES**

Nothing contained herein shall restrict BGL from accepting similar services from other agencies, at its discretion and at the risk and cost of the contractor, if the contractor fails to provide the said services any time.

**12.0 QUALIFICATION & EXPERIENCE OF THE CONTRACT PERSONEL**

Type of Service	Qualification	Experience
Service as per SOR 1	Degree Holder	3 yrs. In accounting



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<b>Service as per SOR 2</b>	Diploma / ITI	3-5 yrs, atleast 1/3 yrs experience in electrical maintenance
<b>Service as per SOR 3</b>	Diploma / ITI	3-5 yrs, atleast 1/3 yrs experience in mechanical maintenance
<b>Service as per SOR 4</b>	Diploma / ITI	1-2 yrs, atleast 1 yr experience in fuel filling (petroleum / gas)
<b>Service as per SOR 5</b>		

**13.0 MOBILIZATION**

13.1 The contractor shall mobilize the services within 10 days from the date of issue of work order or intimation from EIC; at this own expenses and no extra payment on such expenses shall be entertained.

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

**14.0 ACCOMMODATION/ TRANSPORTATION / MEDICAL**

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

**15.0 DISCIPLINE**

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

**16.0 GATE PASS/IDENTITY CARD:**

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

**17.0 SUB-LETTING OF CONTRACT:**

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



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**18.0 SAFETY & SECURITY**

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

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

**19.0 ENGINEER -IN-CHARGE**

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

**20.0 REJECTION OF TENDER**

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

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

20.2 ***The tenders not submitted along with the proof of PF A/C and EMD as stipulated will be rejected.***

20.3 In any of the categories of the SOR, if the service charge amount quoted by the bidder per man day is found to be less than 4% of minimum wage per man day, such offers will be rejected.

**21.0 COMPLIANCE OF LAWS**

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

- I. Payment of Wages Act, 1936
- II. Workmen's Compensation Act, 1923
- III. Industrial Disputes Act, 1947
- IV. Minimum Wages Act, 1948



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- V. Employees' State Insurance Act, 1948
- VI. Maternity Benefit Act, 1961
- VII. Mines Act, 1952
- VIII. Employees' Provident Funds and Miscellaneous Provisions Act, 1952
- IX. Contract Labour (Regulation and Abolition) Act, 1970
- X. Payment of Bonus Act 1965
- XI. Factories Act, 1948
- XII. Shops and Establishments Act
- XIII. Child Labour (Prohibition & Regulation) Act, 1986.

The Contractor shall be fully responsible for complying with the provisions (including documentation, maintenance of registers and submission of Reports / returns under the above Acts to the concerned authorities) and shall indemnify the Corporation from any such lapses for which the Government / Statutory authorities thereunder may take action against the Contractor and / or the Corporation.

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

The Contractor shall pay the wages to his workmen in presence of the competent persons engaged by the management and his records can be verified by the management as required under the law and shall furnish details/records to the management of the following month that he has paid wages (not less than the min. wages as fixed and/or revised) to his workers and complied with the statutory provisions pertaining to the Employees State Insurance Act, 1948, Employees Provident Funds and Misc. Provisions Act, 1952, as amended from time to time. In case the Contractor fails to submit and/or pay full details of his labour employed and the contributions payable, the BGL shall recover from the monthly bills of the Contractor the amount of the shortfall in contribution accessed by the concerned authorities. The amount so recovered shall be paid to the concerned authorities against the actual contribution payable for Employees Stale Insurance or Employees Provident Fund, etc.

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

- i) Making good the loss suffered by his employees due to non-fulfillment of contract Labour (R&A) Act, 1970.
- ii) Nonpayment of wages / minimum wages under the applicable statutes.
- iii) Deductions from the wages of his employees which cannot be justified under the



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Contract Labour (R&A) Act, 1970.

iv) Non observance of any of the provisions of the Contract Labour (R&A) Act, 1970.

Such deductions mentioned in Clause 5 above will only be made based on a report from the local Labour Commissioner / Inspecting Officer in accordance with Contract Labour (R&A) Act, 1970.

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

The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government agencies as applicable under the laws in respect of the contract and personnel deployed by the contractor for rendering services to BGL and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the employer's contribution to the Provident Fund.

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

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

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

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





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**22 CONTRACT TERMINATIONS AND REPATRIATION**

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

**23 PRICE BASIS:**

The quoted rate shall be firm and valid till the complete execution of the order. No escalation on what-so-ever account shall be paid under this contract.

**24 INDEMNITY AGREEMENT**

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

**25 COMPENSATION FOR NON-FULFILMENT OF OBLIGATION UNDER CONTRACT**

If the Contractor fails to provide the required services, penalty will be double the amount paid to the contractor for particular service per day.

**26 CONTRACTOR'S RESPONSIBILITY**

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

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

**27 EMPLOYMENT LIABILITY OF CONTRACTOR**

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

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



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

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

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

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

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

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

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

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

That if during the subsistence of the contract, any monetary liability occurs and/or becomes payable by the Contractor and has to be paid by the BGL by order of any authority or under any provisions of any law, the amount of such liability shall be



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recovered by BGL from the Contractor from the next bill / security deposit, as applicable.

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

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



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**SECTION-9**

**SCHEDULE OF RATES**



Bhagyanagar Gas Ltd.

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**SCHEDULE OF RATES**

<b>S.No</b>	<b>Description of Services</b>	<b>Months (A)</b>	<b>Units (B)</b>	<b>Rate per month ( C)</b>	<b>Total Amount (A X C)</b>
1	<b>Providing services in General shift for maintaining the Motherstation with all the safety standards as per Direction &amp; Instruction of EIC.</b> Refer Cl no: 3.1 of SOW for the tentative List of Jobs to be performed during Duty time	24	Months		
2	<b>Providing services in General shift for Routine, Preventive, Predictive, Breakdown maintenance of Electrical system of pipeline etc &amp; CP LT/ HT 11KV, DG sets and otherequipments as per Direction &amp; Instruction of EIC.</b> Refer Cl no: 3.2 of SOW for the tentative List of Jobs to be performed during Duty time	24	Months		
3	<b>Providing services in General shift, and in one shift of 8 Hrs duty for Routine, Preventive, Predictive, Breakdown maintenance of all the mechanical equipments , gas meters/PRS, steel pipeline, Fire and safety equipment and MDPE Pipeline activities as per Direction &amp; Instruction of EIC.</b> Refer Cl no: 3.3 of SOW for the tentative List of Jobs to be performed during Duty time	24	Months		

**Signature & Seal of the Bidder**



Bhagyanagar Gas Ltd.

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4	<p><b>Providing services in shifts of 8Hrs duty for carrying out CNG filling activities, operations and maintenance of cascades/cylinders as per Direction &amp; Instruction of EIC.</b> Refer Cl no: 3.4 of SOW for the tentative List of Jobs to be performed during Duty time</p>	24	Months		
5	<p><b>Providing part time services in General shift for housekeeping on BGL working day as per Direction &amp; Instruction of EIC.</b> Refer point no: 3.5 of SOW for the tentative List of Jobs to be performed during Duty time</p>	24	Months		
<b>Sub Total</b>					
<b>Service Tax @.....%</b>					
<b>Total Amount including service tax</b>					

**Signature & Seal of the Bidder**