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Bid Document No. BGL/629/2024-25



BHAGYANAGAR GAS LIMITED

(A JOINT VENTURE OF HPCL & GAIL)

BID DOCUMENT FOR

Hiring CNG transportation services to transport 15 Lakh Kgs of CNG per month to DBS, DS and DCU stations in BGL authorized Geographical Areas (GA's) for the period of 05 Years

UNDER OPEN DOMESTIC COMPETITIVE BIDDING

e- tender

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SECTION − *7*

SCOPE OF WORK/SERVICE AND SPECIFICATIONS



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SCOPE OF WORK / SERVICES

A. INTRODUCTION

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

CNG cascades mounted on Light Commercial Vehicles (LCV) shall be filled from Mother Station, Shamirpet, TSRTC depot, Medchal, online stations like TS civil supplies corporation LTD, Hafeezpet, onus petro filling station, Alwyn x-roads, forthcoming CNG loading station at TS civil supplies corporation, Hafeezpet any other upcoming Mother/ Online stations during the contract period for transporting to daughter booster stations and any other locations specified by BGL and as well as any nearby loading stations of other CGD companies in proximity to BGL's authorized GA's.

B. SCOPE OF SERVICES

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

1 DETAIL SCOPE OF WORK

The scope of service shall in general consist of but not limited the following scope of services:

- 1. Deployment of Mobile Cascades with LCV/MCV/HCV commercial vehicle: number of commercial vehicle shall be as required to meet the minimum target transportation of 15,00,000 Kg CNG per month as mentioned in SOR. LCV shall be CNG fueled vehicle.
- 2. Mobile CNG cascades capacity shall be 7200 WL.
 - The cylinder shall be approved by Petroleum and Explosives Safety Organization (PESO), Government of India for use in India for specified condition. All cylinders to be hydrostatically tested and approved by third party certification body. Test certificates shall be duly endorsed by approval body and issued before delivery. The location of inlet/outlet tube and pressure gauges shall be as per approved drawing. Necessary documents in this regard have to be provided by the ASSOCIATES.

All cylinders must be permanently stamped with the word CNG together with the following information:

- i) Manufacturer's, owner's and inspector's marking and rotation number; (These markings shall be registered with the PESO)
- ii) Specifying that the cylinder has been manufactured for "CNG only".



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- iii) A symbol to indicate the nature of heat treatment (such as normalizing, quenching, or tempering) given to the cylinder during manufacture.
- iv) The date of the last hydrostatic or hydrostatic stretch test, as the case may be, with the code mark of recognized testing station where the test was carried out. The code mark shall be registered with the PESO.
- v) Working pressure and test pressure;
- vi) Tare weight
- vii) Water capacity.

Following Calibrations, Test Certificates and Third Party Certification to be submitted to BGL before deployment –

Every Cylinder should be carried with Hydrostatic or Hydrostatic stretch test and a certificate should be provided.

Leak test should be carried for each cylinders or cascades with all tubing's, valves and a certificate should be furnished to the Owner.

All Instrument gauges, Valves, Pressure gauges, safety relief devices, shut off valves tubing's and piping etc should be Pressure tested, calibrated and such test, calibration certificates, should be presented upon delivery to site. If any of the test certificates is not in order, the Supplier's should replace the affected equipment with valid certificate at Supplier cost.

Calculation shall be carried for Stationary of one complete cascade with all cylinders mounted and filled and the same should be submitted for review of the Owner.

Burst test of one cylinder from the entire supplies shall be produced and in case offered once are new design the schedule for the test should be informed prior to enable the Owner or their authorized representative to depute their personnel for witnessing the test.

All standards shop tests/ QA / QC as per the recommendation of the manufacturer / Chief Controller of Explosives to be carried out and a copy of such certificates shall be furnished to the Owner.

Record of storage capacity check of each cylinder in a cascade shall be furnished and same shall be demonstrated to the Owner/ its representative.

3. LCV/MCV/HCV's to be provided for transportation of CNG through associate's owned or hired cascades. Necessary documents in this regard have to be provided by the ASSOCIATES.



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The LCV & MCV/HCV can be arranged through long-term CONTRACT basis. The LCV & MCV/HCV shall be provided with two earthing connections and filled with a spark arrestor on the exhaust if required. Mostly, the vehicles will be operated in Zone-I areas. Hence, if in case, for inbuilt spark arrestors, a supporting document from the OEM or supplier must be submitted by the bidder.

- 4. BGL reserves the right to split the total requirement of mobile Cascades with LCV/ MCV/ HCVamong various bidders for reason of its own commercial benefit.
- 5. The associates shall provide QRC with mobile cascades, loading, unloading, issuance of excise gate pass, SOP compliance as per direction of EIC.
- 6. The associates should ensure opening and closing of the individual cylinder valves for transportation of CNG after loading, unloading from Mother stations to daughter booster stations and daughter booster stations to mother stations.
- 7. Any operational gas loss beyond reasonable Industry norms and as being historically noted by BGL in its GA i.e., >0.5% shall be borne by the Associates.
- 8. All arrangement towards deployment of skilled manpower, consumable, spares, insurance, repair & maintenance, statutory approval, hydro testing of mobile cascades shall be sole risk & cost of associates & would be considered as included in rates quoted.
- 9. The associates shall securely mount the CNG cascade on commercial vehicle. The Associates shall make all necessary mounting arrangement at his own cost, including of cranefor lifting & handling of CNG cascades, supply of 'U' bolts and nuts for anchoring cascades frame to chassis, installation of necessary supporting stiffeners at requisite positions and all other necessary tools and tackles required along with skilled manpower. The safety of mobile cascades is the responsibility of the associates. The LCV/MCV/HCV should report at designated Mother/Online Stations as informed by Bhagyanagar Gas Ltd with the cascade duly mounted and stable on the vehicle. The vehicle shall be ready for commencement of commercial operation only after Bhagyanagar Gas Ltd is satisfied with the stability of the vehicle.
- 10. On expiry or termination of the contract, balance gas inside the cascades shall be downloaded any CNG Station of Bhagyanagar Gas Ltd. Otherwise equivalent amount for the remaining CNG shall be deducted from the actual CNG price at that time.
- 11. Payload capacity of LCV & MCV/HCV shall be accepted based on the certification of Regional Transport Officer while issuing registration for the vehicle. Payload capacity should also be clearly mentioned by the LCV & MCV/HCV Manufacturer/ seller.
- 12. The mobilized LCV & MCV/HCV shall be painted as per color code and description provided by Bhagyanagar Gas Limited in addition to the statutory display requirements to carry CNG. The ASSOCIATES shall be responsible for providing suitable signboards / display boards during LCV & MCV/HCV movement on road or in parked condition. Each LCV has to paint rear and side panels for display of company name and logo in combination to fulfill the requirements of display of under rules 130 to 137 of Central Motor Vehicles Rules 1989. Painting of the color codes and all other statutory display has to be done by the ASSOCIATES at his own cost before deploying the vehicles for carrying CNG cascades and DCU.



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- 13. The Associate shall obtain the Traffic Police clearance for 24-hour entry permit for plying CNG cascades mounted VEHICLE on road. The Vehicle movement shall not be restricted within the city of Hyderabad or other GAs and therefore necessary permit for state transport movement in Hyderabad or other GAs shall be obtained by the Associate 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.
- 14. Painting of the color codes and all other statutory display has to be done by the ASSOCIATES at his own cost before deploying the vehicles for carrying CNG cascades.
- 15. Engine Ignition/ Starter of LCV & MCV/HCV should always be maintained in working condition.Battery of LCV & MCV/HCV should have adequate isolation enclosure.
- 16. LCV/ MCV/HCV should always be equipped with complete set of tools and tackle for repairs and maintenance, replacement of tyre.
- 17. No flammable material is permitted to be carried in the cabin or carriage of LCV /MCV/HCV. The headlights, horn, wipe, brake, clutch, accelerator and all mechanism of LCV/MCV/HCV should always be maintained in proper working condition. All internal & external wiring of LCV/MCV/HCV should be properly concealed and loose wiring will not be permitted. In-case of any wire jointing is to be done for short time basis. It should be tightly done and properly insulated.
- 18. Adequate Fire extinguisher (minimum one DCP and one CO2) for mounting on each LCV /MCV/HCV shall be provided by associates & shall mount fire extinguishers brand new on the LCV/MCV/HCV 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 associates. The associates will be responsible for maintenance of fire extinguishers. If any damage occurs it should be changed immediately by the associates.
- 19. The ASSOCIATES shall bear the entire operational cost of the mobile cascades and vehicle for transportation of CNG in cascades, which shall include but not limited to the following:
 - a. Salary and other emoluments for the Vehicle, loading, unloading operators & Supervisors
 - b. Cost of fuels, brake oil and lubricating oil required for operation of the vehicles.
 - c. Maintenance and repair cost of the vehicles.
 - d. Maintenance and repair of mobile cascades and arrangement of required spares.
 - e. Hydro testing of mobile cascades and bidder is allowed to take maximum of 10 days time for hydrotesting of cascade with prior approval from EIC. However, the bidder must plan the same in segregate model i.e. at a time only 01 cascade is allowed to take for hydrotesting.



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- f. Licenses, permits, road tax, insurance including 3rd party insurance and any other statutorylevies etc.
- 20. Toll tax, octroi tax shall be reimbursed at actuals.
- 21. The associates shall provide at its risk and cost, Vehicle operator, preferably Vehicle operator cum Mechanic for LCV /MCV/HCV and Vehicle operator/ Vehicle operator cum Mechanic should have Valid Heavy Vehicle Driving License from issued by Transport Authority & experience should be in transportation.
- 22. Associate shall submit the following legal documents include:
 - Registration Book
 - Insurance
 - Driver's license
 - □ PUC
 - ☐ Fitness Certificate issued by Transportation Department (RTO)
 - Tax certificate
 - Drivers Hazardous driving certificate
 - Medical fitness certificate of the drivers
- 23. The contractor shall submit the copy of all the valid documents of deployed vehicle i.e. Registration Book, Insurance Certificate, Fitness Certificate/ Manufacturer's inspection (in case of new vehicle), Receipts of Road Tax Paid, and Permit with all taxes to Engineer in Charge before deployment of the vehicle. Cascade PESO certificates along with permission for filling CNG shall be submitted to BGL.
- 24. The ASSOCIATES shall depute his field representative/supervisor's alongwith relievers for smooth operation of transport services to co-ordinate with Engineer-in-charge as per day to day operational requirement. Supervisors shall be provided with the conveyance and mobile phone for effective supervision and better coordination. If supervisor not responded to phone call then a penalty of Rs.1000/-per instance in addition to the other applicable penalties.
- 25. It is mandatory for the Associate to get the vehicle operator cum mechanic fully acquainted with Safety requirements. The Associate shall conduct periodic training program to get the vehicle operators fully acquainted with OWNER safety requirements. The Associate will make the drivers available for training on defensive driving, first aid, firefighting, emergency preparedness and any other training which OWNER considers necessary. New drivers prior to commencing their duties shall undergo an introductory training program carried out by supervisor/ fire and safety supervisor. In case complaint of driving quality and involvement in an accident, immediate corrective action may be taken to avoid repetition of such incidences in future.
- 26. Vehicle operator / Preferably Vehicle operator cum Mechanic should be adequate trained for LCV/MCV/HCV operation and they should be well behaved, non-smoker, non-alcoholic.

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Chewing pan, pan-masala, gutka, tobacco etc and spitting by deployed manpower is strictly banned while on duty. They should good track record and shall have no criminal antecedent.

- 27. All personnel including Vehicle operators, Supervisor and technician of the associates entering on work premises shall be properly and neatly dressed and shall wear uniform, safety Shoes, badges while working on premises of the company including work sites. Vehicle operators/ Supervisors without proper uniform will not be allowed for duties.
- 28. The associates shall provide all necessary documents including ID Cards, personal data, mark sheet/ qualification certificate, police verification certificate, driving license etc pertaining to manpower proposed to be deployed for LCV & MCV/HCV operation.
- 29. The ASSOCIATES shall operate their vehicles at their own risk entirely and Bhagyanagar Gas Ltd shall in no case be held responsible for any damage to the vehicles while on BHAGYANAGAR GAS LTD work. The ASSOCIATES shall maintain the vehicles in sound mechanical condition at all times.
 - 30. The ASSOCIATES shall ensure the safe and correct delivery of CNG at the nominated destinations in the same condition in terms of quality and quantity as FILLED. Any infringement of the above will be deemed as unlawful and Bhagyanagar Gas Ltd will hold the ASSOCIATES legally responsible for the same. Additionally Bhagyanagar Gas Ltd also reserves the right in such an event, to forthwith terminate the CONTRACT and / or to impose penalties on the ASSOCIATES as Bhagyanagar Gas Ltd may deem fit.
 - 31. The LCV shall have mobile/Walky Talky with the vehicle operator cum mechanic for communication. In case the ASSOCIATES fails to provide this facility, Bhagyanagar Gas Ltdshall make alternate arrangement and make the system operational and necessary payments in this regard shall be made directly to the service provider with 25% overheads after deducting such amount from the bills of the ASSOCIATES.
 - 32. LCV shall be on service for 24 hours starting from 06.00 a.m. to 06.00 a.m. for 365 days. No Government holiday will be allowed. Transportation charges of LCV & MCV/HCV s shall include Services of vehicle operators for 24 hours in a day for all days in all the vehicles with providing weekly off to each Vehicle operators and relievers to be provided. Associates should strictly adhere to the applicable rules / relevant Act/minimum wages act and compliance of the same shall be ensured. The associates 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. Movement of LCV & MCV/HCV and manpower shall be controlled by EIC or his authorized representative. However, decision of EIC on the manpower required shall be final and binding as per requirement.



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- 33. ASSOCIATES shall indemnify company for any action under Motor Vehicle Act.
- 34. Transportation of CNG through LCV & MCV/HCV shall be provided round the clock on designated routes and as per the schedule given by Engineer-in-charge on all days and services shall be governed as follows:
 - **a.** Disconnect the quick connect coupling of the cascade after proper depressurization 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.
 - **b.** Connect the cascade with the filling hose by connecting quick connect coupling available at mother stations for refilling.
 - **c.** Transport the filled mobile cascades from Mother / filling stations to Daughter Booster Stations and connect to suction hose at filling post through quick connect coupling.
- d. Each LCV/MCV/HCV shall be provided with a logbook and the pressure level in the mobile cascade in each bank, time, station name etc. to be filled at commencement of each trip. Opening and closing reading of the kilometer have to be noted in the logbook. Vehicle operator shall also record any leakage, burst disc failure during the trip. The logbook has to be signed by station manager / technician for each trip and countersigned by control room shift in chargeof BHAGYANAGAR GAS LTD/ authorized representative daily if possible. These logbooks/journey slip shall be produced before EIC or his authorized representative as and when required for verification/inspection/instruction.
- 35. Bidder has to deploy the LCV/ MCV/ HCV's along with CNG cylinder cascades in any of the BGL authorized GA's as per instructions of BGL without any additional cost to BGL.
- 36. Bidder has to transport the CNG to any location/ authorized GA as per instructions of BGL without any additional cost to BGL

<u>Transport Operation:</u> Transport services shall be provided round the clock on designated routes and as per the schedule given by Engineer-in-charge on all days. Transport services shall be governed as follows:

- a) Opening of Entire Mobile cascade CNG cylinder valves for unloading CNG. Disconnect the quick connect coupling of the cascade after proper depressurization of the hose, as soon as storage pressure falls to a level decided by the Engineer-in-charge and transport the cascade to Mother/fillingstations. Closing of Entire Mobile cascade CNG cylinder valves for safety during transit.
- b) Opening of Entire Mobile cascade CNG cylinder valves for loading CNG.

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Connect the cascade with the filling hose by connecting quick connect coupling available at mother stations for refilling.

- c) Transport the filled mobile cascades from Mother station/ filling stations to daughter stations and connect to station tubing through quick connect coupling and unload by Opening of Entire Mobile cascade CNG cylinder valves.
- d) Each Vehicle shall be provided with a logbook for recording of the pressure level in the mobile cascade in each bank, time, station name etc. to be filled at commencement of each trip. Vehicle operator 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. Also, driver should record the pressure level in the mobile cascade and stationary cascade at retail outlets in the vehicle log book.
- e) Vehicle operator shall be in continuous coordination with control room for providing the necessary information regarding the pressure available in the cascade, retail outlet, etc., any other information required by BGL.

Daily filling & dispatch statement has to be prepared by the Associate and the same has tobe submitted daily at the respective control rooms of BGL on daily basis.

e. Following tentative details of CNG stations falling under different round trip Km are mentioned below for associates' reference

KM Range	No. of BGL CNG stations
0-30 Km	11
31-60 Km	28
61-90Km	26
91-180 Km	4

- 37. The associates shall ensure that the recovery of gas per trip per LCV & MCV/HCV is within the acceptable limits as specified in point (a). In the event of less recovery on account of reasons attributable to the associates such as: LCV & MCV/HCV being returned from retail outlets at higher return pressure as specified in point (a), then the associates shall not be paidfor that particular trip.
- 38. Since the Cascade of CNG Cylinders are containing Compressed Natural Gas at very high pressure, the associates' s personal shall not park/ halt on a road/ highway, divert from designated route etc without prior permission from



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EIC/BGL. In-case any breakdown of LCV/ MCV/HCV or any unavoidable circumstances suitable action should be taken with intimation to EIC or his representative. Also, Associates' personnel shall be familiar with hazard operation of CNG storage and any emergency situation arising during operation, personnel must be competent in operation of fire extinguisher available in LCV/MCV/HCV. In any circumstances, BGL or their representative's personnel shall not be held responsible for any incident during the transportation or stationary condition or uploading or downloading of CNG.

- 39. The associates ensure that his personnel abide safety & security measure during parking of LCV/MCV/HCV, during refueling, de-canting of CNG from cascade and shall be familiar & fallow the procedure in to as laid down/prescribed by BGL during all operation at CNG station, DBS or during movement. Parking is available at loading and unloading stations
- 40. A Joint program of execution of work shall be prepared by the Engineer-in- charge and ASSOCIATES. This programed will take into account the time of completion mentioned above. And required to carry out all services as mentioned in the on all the 365 days including Sundays and all holidays. The associates or his authorized representative shall interact with Engineer-In-charge daily for smooth movement of the transport services.
- 41. Associates has to ensure the safety of man and machine all the times. The associates shall remain at all times liable to Bhagyanagar Gas Ltd for any loss or damage caused to any building, plant machine of Bhagyanagar Gas Ltd due to careless, negligent, inexperienced act of default of the associates, his agents, representative or employees. Bhagyanagar Gas Ltd 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 associates the cost of repairs or the amount of loss or damages.

The layout drawing & engineering drawing related to cascade fitment need to be submitted to BGL for the approval.

- 42. The associates will be liable for any loss or injury to Bhagyanagar Gas Ltd employees/agents due to careless, negligent, inexperienced act or default of the associates, his / her agent's representative or employees.
- 43. Regarding work completion, the decision of the engineer-in-charge shall be final.
- 44. The associates shall make his own arrangement to provide all facilities like accommodation and transport etc. to his workmen. Bhagyanagar Gas Ltd does not make any commitment to provide his employees with facilities such as office accommodation canteen, tea, toilet, telephone etc. Associates shall maintain proper



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record of his working employee's attendance and payment made to them. The associates will strictly adhere to all the safety rules and regulations prevailing and applicable from time to time at the installations as directed by BGL.

- 45. 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.
- 46. CONTRACT shall carry out all schedules for maintenance of Mobile cascades and LCV & MCV/HCV and provide the copy of schedule of maintenance record to Engineer-in-charge.
- 47. BGL may divert the vehicle from one station to another as per business requirement for Loading / unloading of the cascade. BGL reserves the right to utilize the LCV at any station at its discretion on the same rate, terms and conditions.
- 48. The ASSOCIATES shall obtain the Traffic Police clearance for 24-hour entry permit for plying CNG cascades mounted LCV on road. Any assistance / document required in this regard shall be provided by BHAGYANAGAR GAS LTD.
- 49. The ASSOCIATES shall be required to take comprehensive insurance policy coverage including 3rd party insurance for each vehicle taken from a reputed insurance company and shall keep in force during the tenure of the CONTRACT. If any property at CNG station has been damaged by the act of the associates, the same will be also recovered from the associates as per actual cost estimation of Bhagyanagar Gas Ltd.
- 50. LCV provided under the transport services should be covered by Zonal Permit at ASSOCIATES's cost.
- 51. The ASSOCIATES shall ensure that no person in the vehicle would smoke or no fire or other ingredients of ignition should be permitted in the vicinity of the vehicle. No other goods should be carried in the vehicle. The vehicle engaged for transportation of CNG shall not carry any persons or goods.
- 52. Latest model GPS tracking should be made available for monitoring at all the time and non- working of GPS for any LCV & MCV/HCV will be construed as deviation in the operation of LCV & MCV/HCV. 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 access at least to 3 users ID to BGL & provide the necessary software to



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BGL for day-to-day monitoring. However, the compatibility of the application should be ensured and GPS/VTS (vehicle tracking system) system should have the facility for allocation of vehicles / job/ trip to required station, sending SMS to concerned station OMC, dealer representatives and BGL representatives, control room/ Mother station as per the required format and uploading the photos required if any operational requirement, stoppage time, site entry, exist timings, etc.., during the entire contract tenure. Transporter has to install only BGL instructed GPS / VTS tracking system to ensure the smooth monitoring purpose.

- 53. Rates quoted are firm and will remain unchanged during currency of the Contract. Maintaining safety at CNG station, the associates shall Provide 03 sets of uniform, Safety shoes 01 & other personal protective equipment's and identity cards to all personnel deployed at the station for the work. Uniform/ I -cards for Vehicle operators & Supervisors shall be combination khaki pant & shirt with embossing of Bhagyanagar GasLtd Logo (Only Cotton). T Shirt will not be acceptable.
- 54. The associates shall take care for proper cleaning of LCVs & Cascade.
 - **a.** ASSOCIATES shall have at all times during the performance of the WORK, a Competent Supervisor at his premises. Any instruction given to such Supervisor shall be construed as having been given to the ASSOCIATES.
 - **b.** The associates shall carry out required supervision and inspection as per quality assurance plan and furnish all assistance required by the OWNER in carrying out inspection from time to time. The OWNER shall have inspectors or other authorized representative who shall have free access to the vehicles (LCVs) at all times.
 - 55. Inspection of Cascades & LCV & MCV/HCV

All inspections and tests shall be made as required by the specifications forming part of this contract. Associates shall advise Owner in writing at least 10 days in advance of the date of final inspection/tests. Manufacturer's inspection or fitness certificates for Cascades & LCV/MCV/HCV supplied may be considered for acceptance at the discretion of Owner. All costs towards testing etc. shall be borne by the associates within their quoted rates. All inspection of various items shall be carried out based on Quality Assurance Plan, which will be submitted by the Associates and duly approved by Owner.

56. Associate has to visit the stations of BGL before submitting the quote. BGL



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shall not be responsible for any lapses/ understanding of the document by the Associate.

- 57. Drivers / LCV operators working hours shall be as per applicable RTI, labour laws, etc if any applicable rules.
- 58. Associate has to submit the monthly reports of the HCV/ MCV/LCV and cascades along with monthly bills.
- 59. Documents and statutory
 - a. LCV/MCV/HCV to be deployed under the contract for the work should be fit in all respects for use in accordance with the latest Motor Vehicle Act, Rules & laws applicable time to time.
 - **b.** Cascades on LCV/MCV/HCV to be deployed under the contract for the work should satisfy the sub-clause no. 2 of cl. no. 2 under scope of work.
 - c. Certified copies of all documents of LCV & MCV/HCV such as Invoice, Registration Certificate (RC), Fitness Certificate, Insurance etc. shall be submitted to EIC along with original for verification and records. Original will be returned after verification. These certificates should indicate all data/results of the vehicles as required in relevant International Standards.
 - **d.** The associates shall be solely responsible for all consequences and claim under the law arising out of any accident caused, if, any by the LCV/MCV/HCV /Vehicle operator to the equipment/property/personnel of CNG station or to the general public on road or to any thirdparty.
- 60. **Branding** shall be done as per BGL specifications—Minimum Size:2 ftX6ft Flex board or as per BGL requirement as per LCV/MCV/HCV size on both sides of vehicle made with iron/G.I. Sheets as per details given by EIC and is in thescope of Contractor. If the bidder fails to arrange the flex, then a penalty of Rs. 500/- per vehicle per month will be levied.
 - A. Bidder shall paste printed flex/vinyl banner on the vehicle as per the standard designs given by the Owner. The details of content, color coding, size and other design parameter shall be given by Owner. Bidder shall prepare the flex/vinyl banners as per the directions given by the owner at his own cost.
 - B. The Flex banners shall be pasted on both side panels and rear panels of loading body as well as front side of the driver cabin as per the drawing issued by Owner. The necessary permissions for branding from statutory/RTO authorities shall be in bidder's scope.
 - C. The Other Stickers/Paintings shall be done as per the provision of Motors Vehicle Act 1998 and Central Motor Vehicle Rules 1989.
 - D. The Hazchem Panel shall be put on vehicle by the bidder at his own cost as per the direction of Owner. The details of Contents and format shall be given by Owner.



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Annexure - A

HSE REQUIREMENTS FOR DEPLOYMENT OF VEHICLES (LCV)

1. Driver Management Standards

Area	Minimum Standards / Requirements	
Driver Assessment	Valid driving license for the type of the vehicle being driven and in the	
	country where they are driving.	
	LCV driver must have a valid license of Dangerous and Hazardous Goods	
	Carrying Certificate/ Explosive vehicle driving license and Badge no.	
	Drivers must inform their line managers for any changes to the status of	
	their license, as soon as reasonably practicable.	
	Drivers police verification certificate to be submitted.	
	Periodic Re-qualification must be conducted in the following circumstances:	
	In the event of complaints regarding the quality of driving.	
	If involved in Accident	
	Drivers shall be changed accordingly, considering the sensitivity of gas	
	transportation.	
Traffic Laws	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	Drivers shall not take any unauthorized / stranger passenger(s) or	
	luggage/loads etc.	
	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.	
	Driver duties shall be as per applicable acts & contractor must ensure the	
	statutory compliance of all applicable acts.	
Mobile Phones	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	Drivers must not be under the influence of alcohol or drugs, or any	
& Alcohol	substance or medication that could impair their ability to drive.	
	Periodic random sampling to be under taken by the bidder supervisor.	
	If any driver found drunken during/before travelling he should be removed	



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	from the job.	
Incident Reporting	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 traff	
	Incidents/Accidents in line with BGL Management.	
Driving Hours	The driver will record his hours of work in vehicle log book and the working	
	hours of driver shall as per applicable acts.	
The bidder will supply the records of the driver working hours w		
monthly invoice. In the absence of records of hours, the invoice wi		
	paid.	
	The transport manager should maintain the driver's records and carry o	
	regular audits to ensure compliance with the above.	
Other Safety Tips Follow the recommended service schedules given by Mfr. of veh		
	have all repairs made by an authorized dealer.	
	Opening/ closing of CNG mobile cascade cylinder valves for safety dur	
	transit.	
	Spark Arrestor to be provided for each vehicle.	
	Supply, periodic Servicing & Maintenance of DCP (ABC Type, 9 kg Stored	
	Pressure) Fire Extinguishers as per OEM Standards.	
	Ensure periodic checks / preventive maintenance	
	Copy of PUC certificate/ Tax Certificate/ Fitness Certificate/ Insurance	
	INCLUDING THIRD PARTY COVER must be carried by the vehicle.	
	Driver should carry valid Drivers Hazardous driving certificate and same	
	be updated in driving license, prior to expiry date license to be renewed.	
	-Driver shall undergo every year periodic medical checks and certificates	
	shall be submitted to BGL kept. BGL shall not pay any additional amount to	
	Associate.	

2. 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.

3. Vehicle specifications

LCV/ MCV/ HCV shall be as per tender specification.

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

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- a. The fuel used by the LCV is CNG and the CNG kit fitted into Vehicle shall be BIS/PESO Authorized OEM (Original Equipment Manufacturer) supplied kit which shall be fitted in vehicle during manufacturing process.
- b. Retrofitted CNG vehicle shall not be accepted.
- c. The vehicle provided by the Bidder shall be comply to the latest BS Emission Norms and the vehicle model should be not older than the year 2023.
- d. Vehicle shall fulfil all the ARAI/CMVR/Other Statutory Compliances and RTO Norms.

3.1 Design features

- a. Rear view Mirrors (One on each side)/ Wipers/ Signal Lights/ Breaks/ Hand Breaks.
- b. Odometer should be in working condition. Vehicle to be fitted with reverse horn.
- c. LCV should be equipped 4 nos. stopper (wheel chokes) and should be placed during or decanting, failing in which contractor shall be liable for penalty as Rs.1,000/- per instance. LCV should be equipped with required special tools and tackles for maintenance.
- d. Vehicle shall have following features and maintained throughout the contract period.

Sr. No	Features
1	Seat Belt
2	Ergonomic Cab Layout
3	High level Brake Light as per OEM supplied
4	High Intensity Discharge Headlamps
5	Reflective Strips and Reflective Markers on the Vehicle as per RTO norms
6	Side indicators on all Corners of the Vehicle
7	Reversing Alarm (Reverse Horn)
8	Power Steering
9	Dash-board with Odometer, Fuel indicator, Temperature Meter & Road Speed Indicator
10	Both the Side Rear view Mirror
11	The exhaust system shall have spark arrestor approved by PESO



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e. Following essentials shall be maintained in the Vehicle throughout the Contract Period:

Sr. No	Features	
1	Wheel Jack with Jack Rod	
2	Tool Kit	
3	Spare Wheel with good tread and in undamaged condition	
4	First Aid Box	
5	Reflective Warning Triangles – as per Vehicle OEM	
6	01 Fire Extinguisher – ABC type 09KG/10Kg. Stored Pressure as per IS 2190-2010	
7	TREM Card (As per the standard details & formats given by Owner)	
8	Cordoning Fluorescent Tape printed on both the sides – 01 Nos. (Length 200m)	
9	Vehicle Log Book (As per the standard details & formats given by Owner)	
10	Driver Attendance Register (As per the standard details & formats given by Owner)	
11	Reflective Jacket – 2 nos.	
12	Metal Wheel Chocks – 4 nos. minimum	
13	Reflective Cones – 5 nos.	
14	Crocodile earth clip along with flexible cu braided / cu cable-02 nos. per LCV	

f. The list of contents in the first aid box:

Sr.	Item Description	Qty
No		
1	Small size Sterilized Dressings 1 inch wide (Finger Dressing small)	6 Pcs.
2	Medium Size Sterilized Dressings 2 inch wide (Hand & Foot Dressing)	3 Pcs.
3	Large size Sterilized Dressings	3 Pcs.
4	Large size Sterilized Burn Dressings	3 Pcs.



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5	Role or Adhesive Plaster (1.25 cm x 5 m)	1 Role
6	Sterilized Eye Pads in Separated sealed Packets	6 Pcs.
7	Cotton Wool	2 Roll
8	Waterproof Band Aid	5 Nos.
9	Antiseptic Solution 100ml	1 Bottle
10	Cream for Burns	1 Nos.
11	Small Pain Relieving Spray	1 Nos.
12	Antiseptic Cream	1 Nos.
13	Scissor	1 Nos.
14	Gloves	1 Pair
15	First Aid instruction in Telugu /Hindi/English	1 Leaflet

4. Emergency kits / accessories

List of Important contact numbers/ Term Card/ Haz-chem Board/ proper clamping for keeping fire extinguisher with 9 Kg DCP (ABC Type, Stored Pressure) Fire Extinguisher/Hand torch should be provided for each vehicle.

5. Other Safety Requirements

- a) Loads must be secured so that they do not cause Vehicle instability and do not exceed manufacturer's specification for the Vehicle.
- b) All drivers should check the vehicle condition on a daily basis as per the checklist.
- c) 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.
- d) Maintenance and repairs to vehicles on BGL business shall be carried out at OEM (Original Equipment Manufacturer) or approved facilities.
- e) All LCV's must be permanently fitted with spark arresters.
- f) Iron wheel chokes to be kept in each vehicle and LCV drivers have to use them when the vehicle is in rest position.
- g) 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.
- h) The associate must ensure the presence of dual earthing provisions in the mobile cascade, including crocodile earth strips along with the necessary flexible braided or copper cables. Associate should not unload / load the mobile cascades without proper earthing. In case of missing crocodile earth strips and the necessary flexible braided or copper cables, associate has to immediately replace the same with his cost. BGL shall not pay any additional charges.



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<u>6.</u> Inspection/ Repair/ Maintenance of Vehicle

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

6.1 Inspection

- a. 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.
- b. If any leaks are observed, it should be brought to the notice of BGL and get rectified immediately.
- c. 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.

6. 2 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 Km & kgs. so that they have plied, and the service planned well in advance.

7. Training

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

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.

The bidder shall conduct periodic training program to get the drivers fully acquainted with OWNER safety requirements. The contractor will make the drivers available to OWNER for training on defensive driving, first aid, firefighting, emergency preparedness and any other training which OWNER considers necessary. New drivers prior to commencing their duties shall undergo an induction program carried out by supervisor/ fire and safety supervisor. In case complaint of driving quality and involvement in an accident, immediate corrective action may be taken to avoid repetition of such incidences in future.

8. Induction:

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

9. Authorization to drive

11.1 Defensive Driving:

All the drivers working for the organization must undergo the defensive driving program, in REDDI (Road Safety Education and Defensive Driving Institute) and driving license should be mandatorily updated along with hazardous license validity.

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

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

11.3 Accident & Incident Reporting & Investigation

- a) 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.
- b) 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.

10. Journey Norms

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

- a) Break journey at every two hours for 15 minutes
- **b)** Lunch break of a minimum of 1/2 hour is a must for drivers.
- c) Strictly follow the posted speed limits/ The LCV drivers should not cross 50 km/hr.
- d) Drivers must not operate / attend mobile phone call while driving.
- e) Stop immediately, if the driver feels unwell or tired due to fatigued condition
- f) No driving under medication (consult doctor if so)
- g) No driving under intoxicated state (alcohol/ drug consumption)
- h) 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.

11. 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 CONDITIONS OF CONTRACT

1.0 GENERAL INFORMATION: -

BGL is in the business of inter alia of petroleum products & natural gas has emerged as a national leader in natural gas and as an international player in its field and has today achieved a profile & stature which have placed extraordinary demand on service requirements in order to meet which it is desirable that COMPANY engages a specialized agency to provide specialized services unconnected to is core activities of business.

- 1.1 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specification, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
 - i. Letter of Acceptance/ LOI along with Statement of Agreed Variations.
- ii. Schedule of Rates as enclosures to Letter of Acceptance
- iii. Special Conditions of Contract
- iv. Service descriptions
- v. Instruction to Bidder
- vi. General Conditions of Contract
- vii. Indian Standards
- viii. Other applicable standards
- 1.2 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract whatsoever context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes. Every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5 The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6 Non-familiarity with site condition and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.



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1.1.1 <u>SPECIAL CONDITIONS OF CONTRACT</u>

1.0 GENERAL

- 1.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Scope of Work, Deliverables, Specifications, SOR, and any other documents forming part of this Contract, wherever the contract so requires.
- 1.2 In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specification, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:
 - i. Letter of Acceptance/ LOI along with Statement of Agreed Variations.
 - ii. Schedule of Rates as enclosures to Letter of Acceptance
- iii. Special Conditions of Contract
- iv. Service descriptions
- v. Instruction to Bidder
- vi. General Conditions of Contract
- vii. Indian Standards
- viii. Other applicable standards
- 1.3 Notwithstanding the sub-divisions of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.4 Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision of the General Conditions of Contract only to the extent such repugnance's or variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General Conditions of Contract.
- 1.5 Wherever it is mentioned in the specification that the ASSOCIATES shall perform certain work or provide certain facilities, it is understood that the ASSOCIATES shall do so at his own cost and the contract price shall be deemed to have included the cost of such performances and provisions, so mentioned.
- 1.6 The materials, equipment, design and workmanship shall satisfy the applicable Indian and International Standards, specifications contained herein and codes referred to. Where the Technical Specifications stipulate requirements in addition to those contained in the Standard Codes and Specifications, those additional requirements shall also be satisfied.
- 1.7 If the quantities of any items change to any extent due to any reason whatsoever, the Associates shall be bound to be execute them at the rates quoted by him. BHAGYANAGAR GAS LIMITED also reserves the right to split the work in full or in part without assigning any reason thereby. The decision of EIC shall be final & binding on



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Associates in this regards.

1.8 The work shall be executed to the satisfaction of EIC/Owner and the contract rates shall include any incidental & contingent work charges so as to complete the work in all respect in prompt, efficient & workmen like manner.

2.0 DEFINATION

- 2.1 The EIC means the Engineer in-Charge nominated by BHAGYANAGAR GAS LIMITED and shall include any person acting as in charge on his behalf for CNG station.
- **2.2** Authorized representative shall mean any officer/supervisor/consultant/staff/ of BHAGYANAGAR GAS LIMITED authorized by EIC/ Head of Dept.
- 2.3 Where any portion of the general condition of contract is pregnant to or at variance with any provision of special condition of contract, the provision of special condition of contract shall be deemed override the provision of general condition of contract and shall to the extent of such repugnancy of variation prevail.

3.0 SITE INFORMATION

3.1 Location of Site

Filling/ Mother Station: Shamirpet, Hafeezpet, Balanagar, Miyapur, etc., as per BGL's available loading facilities or as per EIC instructions.

DBS Location: Existing as well New DBs identified in Hyderabad GA and theawarded rates shall be applicable for any/all locations within the Hyderabad GA.

3.2 Site Conditions

The Associates shall fully familiarize with the Site/ City Conditions before quoting for the tender and conduct thorough studies of the site as regards local conditions, available infrastructure, sale, consumer base, traffic, climate, services' availability, power, water, material and equipment availability, transport, communication facilities, office within the city, residential quarters and all other factors and facilities and things whatsoever necessary or relevant for performing the work.

4.0 INTERPRETATIONS

- **4.1** The several documents forming the Contract are to be read together as a whole andare to be taken as mutually complementary.
- 4.2 Should there be any doubt or ambiguity in the interpretation of the Contract Documents or error, omission or contradiction therein or in any of them, the Associates shall,

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prior to commencing the related work, apply in writing to the Engineer-in-Charge for his decision in resolving the issue, ambiguity or contradiction or correction of the error or omission, as the case may be. Should the Associates failto apply to the Engineer-in-Charge for his decision, as aforesaid prior to commencing the related work, the Associates shall perform the said work at his own risk.

- 4.3 The decision of the Engineer-in-Charge on any application under clause 3.2 hereof shall be in writing and shall be final and binding on the Associates in this behalf.
- 4.4 No verbal agreement, assurances, representations or understanding given by any employee or officer of BGL or so understood by the Associates, whether given or understood before or during or after the execution of the Contract, shall anyway bind BGL or alter the Contract Documents unless specifically given in writing and signed by the Engineer-in-Charge on behalf of BGL and given as an agreed variation to the relative term(s) in the Contract Documents.
- 4.5 Clause headings given in this or any other Contract Document are intended only as general guide for convenience in reading and segregating the general subject of various clauses.

5.0 TERMS OF PAYMENT

- 5.1 The payment shall be released by the owner against submission of monthly RA bills, with all the required supporting documents maintenance report of Mobile Cascades, LCV & MCV/HCV if carried out, LCV & MCV/HCV running log sheet representing the quantity transported to other Retail outlets. Accordingly, the payment shall be made within 30 days from the date of receipt of bills/ invoice, complete in all respects and duly certified by EIC of BHAGYANAGAR GAS LIMITED.
- 5.2 Recoveries shall be made against the Associates's claims as per the provisions of the Contract and as may be considered necessary by BGL
- 5.3 In case any amount has been disbursed wrongly to the Associates or any other amount is due from the Associates to BGL, BGL may without prejudice to it's rights, recover such amount from any claim/ payment due to the Associates. At the same time, the Associates shall have the right to receive the payment that has been omitted in previous invoice by mistake on the part of BGL or the Associates.
- 5.4 BGL shall not be responsible or obliged for making any payment or any other related obligations under this Contract to the Associates's Sub- Associates/ Personnel or Vendors. The Associates shall be fully liable and responsible for meeting all such obligations and all payments to be made to its Sub- Associatess/ Personnel / vendors and any other third Associates engaged by the Associates in any way connected with the discharge of the Associates's obligations under the Contract and in any manner whatever.



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- Payment shall be made in the Indian Rupees only as indicated in the price schedule. Payment shall be made by crossed account payee cheque or electronically transferred to the Associates account.
 - 5.7 BGL will not absorb any Foreign Exchange fluctuations
 - 5.8 The prices/ rates shall remain firm till the expiry of the Contract and shall not be subjected to any escalation.
 - 5.9 The Price Schedule shall be deemed to include and cover the cost of all royalties, and claims on the articles, equipment's, processes, protected by letters patent or otherwise incorporated in or used in connection with the works.
 - 5.10 Payment shall be paid as follows:

Case-1: If Quantity transported exceeds 15.0 Lakh Kgs per month, then payment shall be made at actuals as per the SOR defined above in SOR A1200

Case-2: If Quantity transported is less than 15.0 lakh Kgs per month , then payment shall be made at actuals for the transported quantity as per the defined SOR . For remaining Qty , payment shall be made upto 90% of SOR qty per month on weighted average basis . Minimum assured qty is 90% of SOR qty per month if reasons attributable to BGL.

Case-3: Recovery shall be made at Rs.25/- per Kg from the bidders RA bill if the transported qty falls less than 90% of SOR Qty.

6.0 PRIORITY OF WORKS

OWNER reserves the right to fix up priorities which will be conveyed by Engineer-in- charge and the ASSOCIATES shall plan and execute work accordingly.

7.0 ACCESSIBILITY & SECRECY OF DOCUMENTS

Accessibility to the documents of BGL shall be provided to the ASSOCIATES for performing the necessary activities as per requirement. The ASSOCIATES should maintain secrecy and should not divulge any information to any person/ Organization in India or abroad.

8.0RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

Nothing contained here in shall restrict owner from accepting similar service from other agencies, at its discretion and at the risk and cost of the Associates. If the Associates fails to provide the said services any time.



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9.0 PERIOD OF MOBILIZATION

- a. The ASSOCIATES shall mobilize all his resources from 60th day / from the date of issuance of LOA/LOI or from the date of intimation of EIC.
- b. The Associates shall provide and maintain all requisite personnel of qualified, trained, experienced, well behaved, neatly dressed and physically fit Supervisor, Technician, and Vehicle operator for operation services.
- c. Workmen deployed by the Associates should be well-behaved, non-alcoholic and non-smoker. Chewing pan, pan-masala, gutka, tobacco etc. and spitting by deployed personnel is strictly banned while on duty. They should have good track record and shall have no criminal antecedent. The Associates should submit police verification certificates for the manpower deployed in this contract for character verification as directed by EIC.
- d. The Associates shall arrange, at his cost, uniform/ dress for all its personnel deployed for the work. Design and material of the dress shall be as approved by the Engineer-in-Charge. Workmen deployed by the Associates shall be desired to be neatly dressed, while working at CNG Station.
- e. The Associates shall make arrangement for (i) the accommodation of his personnel at respective locations, (ii) to and fro transportation/ conveyance arrangement for them between their residence to work place and any other place as may be required and (iii) medical assistance/ treatment at his own risk and cost. BGL shall have no obligation towards providing accommodation, transportation and medical assistance to the Associates personal.
- f. After the operation of contract/ deployment of manpower at site, the wages of all manpower should be paid through bank only and mapping of account/ opening of account etc of all manpower has to be done by Associates maximum 01 (One) month from the date of operation of contract. Also, during the period of contract, if any manpower left the site, the Associates has to provide the replacement as per contract and ensure proper mapping of account/ opening of account etc of new manpower has to be done within 01 (One) month from the date of deployment and copy of bank statement should be submitted along with monthly bills.

10.0 DURATION OF THE CONTRACT

The contract shall be valid for a period of 05 years from the date of LOA/LOI or the date of commencement/ deployment of Mobile Cascade with LCV/ MCV/HCV whichever is earlier.

Further the contract period may be extended for Existing deployed vehicles for one more year on the same rates, terms and conditions on the sole discretion of BGL.



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11.0 REPATRIATION AND TERMINATION OF CONTRACT

The Owner/ Engineer-in-Charge reserves the right to terminate the contract on giving 30 Days/ 1-month notice without assigning any reason and upon expiry of suchnotice period the Associates shall vacate the site/office occupied by him immediately.

12.0INDEMNITY AGREEMENT

The Associates shall exclusively be liable for non-compliance of the provisions of any act, laws, rules and regulations including any amendments / modifications thereof from time, applicable to engagement of workers directly or indirectly for execution of work under this contract and hereby undertake to indemnify the company against all actions, suits, proceedings, claims, damages, demands, losses etc. which may arise under The Minimum Wages Act, 1948;The Code on Wages, 2019; The Payment of Wages Act, 1936;The Contract Labour (Regulation and Abolition) Act, 1970; The Payment of Gratuity Act, 1972; The Payment of Bonus Act, 1965; The Workmen's Compensation Act, 1923;The Employees' State Insurance Act, 1948;The Employees' Provident Funds and Miscellaneous Provisions Act, 1952;The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979;The Maternity Benefit Act, 1961; The Factories Act, 1948; The Shops & Establishment Acts; or any other applicable acts or statutes for the time being in force, as may be amended from time to time.

13.0 AVAILIBILITY OF SERVICES AND PENALTY

- A. In the event of delay in mobilizing the services, a penalty at the rate of 0.5 % of the contract value per week or part thereof shall be recovered from the Associates subject to a maximum of 5 % of the contract value.
- **B.** In the event of delay in mobilization of resources to commence CNG Supply, BGL shall have option to get the work done from any other agency at the risk and cost of the Associates. The expenditure so incurred plus administrative charges @ 20% shall be recovered from Associate's bill without any prior intimation.
- **C.** In absent of Vehicle operator, a penalty equal to 150% of the appropriate minimum wages will be deducted from Associate's RA bill.
- **D.** <u>Supervisors:</u> The Bidder shall deploy at BGL office atleast 02 competent Supervisors for the purpose of coordination with BGL in 24hrs time for monitoring the Vehicles movement. Non-deployment or non-availability of supervisors for more than 2 hours in a day will attract a penalty of Rs. 3000/- per day.
- **E.** All LCV & MCV/HCV's shall be with vehicle operator. In case of surprise visit if any passenger found in LCV that one instant shall be penalized by Rs. 1,000.00 per instance/LCV.
- **F.** Failure to comply with HSE requirements shall attract a penalty of Rs. 5000/- per instance per each Non-compliance.



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- **G.** Net loss of Rs.25/- per KG shall be recovered from the bidders RA bill, if the transported quantity falls less than 90% of SOR quantity.
- **H.** In the event of any damage or loss or caused by the deployed LCV & MCV/HCV or manpower to the equipment, property, cascade, cylinder etc belonging to BGL or Retail Outlets, the total cost shall be recovered from the Associates. The damages as determined by BGL shall be final & binding on Associates.
- I. After the operational of contract, Associates has to provide the uniforms & safety shoes within 1 month, incase not wearing/ providing of Uniform & Safety Shoes by any employee during their shift/duty, the penalty shall be imposed Rs. 500/- Per person deducted from Associates running bill per observed any time during the random/regular inspection by EIC or his authorized representative.
- J. Maximum penalty imposed in a particular month for non-availability of requisite personnel/ services would in any case not exceed 25% of monthly bill/ value of work done at a particular station in that particular month.
- **K.** Pull out of hose from LCV & MCV/HCV Point at filling Station/ DBS by LCV & MCV/HCV due to negligence of Vehicle operator, the hose will be supplied by Associates or the actual cost material will be recovered from the Associates running bill with additional 20% overheads.
- L. If the Associates fails to arrange / repair the Vehicle Tracking System, then a penalty of Rs. 5,000/- per vehicle per month will be levied & same will be deducted from Associatess running bills. 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 & MCV/HCV.
- M. The Associates has to submit recent police verification for all the persons within a period of 90 days from the date of deployment under this contract for character verification, non-submission of character certificate will attract penalty Rs. 1000 per workmen per month & will deduct from running bill. Old police verification will not be considered. Date of police verification shall be after date of award of contract only.
- **N.** In addition to the above, associate has to provide the police verification document as and when required as per the EIC directions.
 - **O.** Penalty for Non-Availability of LCV & MCV/HCV:
 - i. It shall be sole responsibility of bidder to arrange maintenance of all Mobile cascades or LCV & MCV/HCV at its base location only. Maintenance time should never be more than 8 hours and cumulatively it should not cross more than 24hrs per month. Any delay crossing 24 hours shall be penalized with Rs. 12,000.00 immediately and additional penalty on hourly pro-rata basis (i.e. (Rs.12000/8)) maximum up to the monthly ship or pay charge of that LCV & MCV/HCV. In case of non-utilization of monthly maintenance time, hours shall not be carried forward to next month.
 - ii. In case of Breakdown of any Mobile cascades or LCV & MCV/HCV for more than 24 hours, either bidder must arrange alternate LCV & MCV/HCV in replacement or a penalty of Rs. 12,000.00 shall be imposed and additional penalty on hourly pro-rata



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basis maximum up to the monthly ship or pay charge of that LCV & MCV/HCV.

- P. It shall be the sole responsibility of bidder to follow all kind of statutory approvals and renewals time to time required for operation of mobile cascades and LCV & MCV/HCV at Hyderabad. BGL shall provide Maximum three days (Including working and nonworking day) for renewal of statutory compliance. Bidder must submit legal documents like expiry date of such approval, rule of the same and renewed statutory certificate to EIC of BGL. For any such kind of statutory approval, bidder must take prior approval from EIC of BGL with proper detail. For any delay beyond three days, penalty of Rs. 500.00 per hour shall be applicable.
- Q. All LCV & MCV/HCV's shall be with the vehicle operator. In case of surprise visit if any passenger found in LCV that one instant shall be penalized by Rs. 1,000.00 per instant /LCV.
- **R.** Failure to comply with HSE requirements shall attract penalty of Rs. 5000/- per each Non-compliance.
- **S.** Non-Submission of RA bill by 10th of subsequent month will attract a penalty of Rs.10,000/- per instance and Rs. 100/- per day beyond 10 days of stipulated time for the applicable date of bill submission Same will be deducted from the running bills.
- T. Loading / unloading of mobile cascades without proper earthing may attract penalty of Rs.1000/- per instance.
- U. Transporter shall maintain driver duty hours as per motor vehicle act and other statutory regulations. However, BGL will levy penalty of up to Rs. 2500 per day for cases where driver works beyond 24 hours. The driver duty hours shall fulfill requirements of statutory regulations.
- V. Any other non-compliances not covered in tender conditions may attract penalty of 2000/- per instance.

14.0RESPNOSBILITIES OF THE ASSOCIATES FOR COMPLIANCE WITH LABOUR/INDSTRIAL LAWS

The Associates should fully comply with all applicable statutory laws, regulations including minimum wages, all applicable general engineering laws and other relevant acts, rules and regulations enforced from time to time.

A. Associates is required to ensure the following documents to be submitted before settlement of monthly RA Bill:

Quantity of CNG transported from loading stations to retail outlets certified by SIC/EIC.

- **B.** Monthly bill duly certified by the Associates or his authorized representative.
- **c.** Associates shall submit bills in duplicate on monthly basis to the Company (not in piece meal). Associates is required to submit the bills within 05 days of the following month, duly filled in all respect, to the Engineer-in-Charge or his authorized person. The bills complete in all respects will be processed and paid within 30 days from the date of receipt by the Finance& Accounts Department.
- **D.** It is the sole responsibility of the Associates to adhere to the all-applicable laws from time to time and comply with all the applicable amendments.



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15. LIABILITY OF TAXES, DUTIES & STATUTORY LEVIES ETC.

The Associates shall be exclusively liable to pay all taxes, duties, Octroi, royalties, fees, etc, including but not limited to Income Tax, Personal Tax, etc. that may be levied or leviable from time to time on Associates, its Sub- Associates and their personnel in respect of the work, services and materials and all contributions, and taxes for unemployment, compensation, insurance and old age pensions or annuities now or hereinafter imposed by any Central or State Government authorities BGL shall deduct at source any other taxes, levies or duties imposed by Central Govt./ State Govt./ Statutory Authority at the applicable rates - present or future from the sums payable to the Associates. The rates quoted by the Associates shall be deemed to be inclusive of all such taxes.

16. GOODS & SERVICE TAX

Goods &Service Tax extra 5% under RCM basis. This rate may vary as per Government of India Guidelines published from time to time during the tenure of contract.

17. RATES TO BE QUOTED

The rates quoted by the bidder shall be inclusive of services, taxes/ duties including services tax, work contract tax, Toll tax, all levies of State Govt enforced from time-to-time; statutory requirements, compliance of labor laws, cost of - personnel (including as per the minimum wages of the central govt. applicable, PF, ESI, accommodation, transportation etc.), printed materials, office infrastructure, telecommunication expenses, insurances, administrative expenses, contingencies etc and Associates's profit and any unforeseen expenditure which may be required for the successful completion of the works covered under the scope of work excluding service tax.

While quoting the rate for LCV & MCV/HCV Associates must consider the following:

- 1. All arrangement towards consumable, fuel, lubricants, road permit, insurance of LCV & MCV/HCV, road tax, sale tax, any other kind of tax, repair & maintenance of LCV & MCV/HCV shall be sole risk & cost of Associates & would be considered as included in rates quoted. The LCV & MCV/HCV shall duly register with respective RTO for transportation of CNG. Each LCV & MCV/HCV shall have valid road permit, sufficient tool, spares for running/repair to be carried en-route. Associates shall make adequate arrangement for fuel/ lubricants so that operation is not affected.
- 2. All arrangement towards consumable, spares, insurance, repair & maintenance, statutory approval, hydro testing of mobile cascades shall be sole risk & cost of Associates & would be considered as included in rates quoted.
- 3. Contractor has to arrange the other cascade to BGL incase if the cascade has sent to hydrotesting complying with the tender conditions



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19. CONTRACT CUM PERFORMANCE BANK GUARANTEE

- i. After finalization of the Contract, whenever work order is issued by the Owner, ASSOCIATES shall furnish 7.5% of one year contract value within 30 days of award of FOA/WO/PO or 5% of contract /order value within 30 days of award and balance to be deducted in each RA bills till balance 2.5% amount is achieved. The deducted amount can be released/ deduction can be stopped against submission of Bank Guarantee of equivalent amount.
- ii. For security deposit/ Contract Performance Guarantee purpose, Contract/ Order Value as mentioned above shall be exclusive of taxes and duties.
- iii. The Contract Performance Guarantee will be obtained for a period of 90 days beyond the contract period/duration and applicable Warranty/ Guarantee /Defect Liability Period (if any).
- iv. Contract performance guarantee is to be submitted by bidder within 30 days after issuance of Fax/Letter of Intent /Acceptance (notification of Award) and in event of delay in submission of CPBG / SD, the contract can be terminated.
- v. However, if termination of contract is not in the interest of BGL, an additional time of 30 days can be allowed (while maintaining the validity of EMD for the requisite period) for submission of CPBG / SD with the approval of CGM as / MD. Further, where contractor/ vendor/supplier is mobilized at site and executing the contract/order as per provision of contract/ order or mile stones decide during Kick of Meeting, further period for submission of CPBG (beyond 60 days) can be given with the approval of MD. Alternatively, Security Deposit can be deducted from the due payment of contractor/ vendor/ supplier against such order/ contract as on exception.
 - vi. In the event of Completion of project being delayed beyond the Scheduled Completion Date, for any reason whatsoever, the Owner may without prejudice to any other right or remedy available to the Owner, operate the Bank Guarantee to recover the Compensation for delay leviable as per relevant clause of GCC. The Bank Guarantee amount shall thereupon be increased to the original amount, or the ASSOCIATES may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

20. DISCIPLINE

ASSOCIATES shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international practice. ASSOCIATES shall maintain strict discipline and good conduct among its employees and shall abide by and conform to all rules and regulations promulgated by the BGL governingthe operations. Should BGL feel that the conduct of any of ASSOCIATES's employees is detrimental to BGL's interest, the Engineer – in – Charge shall have the unqualified right to ask for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The ASSOCIATES shall unconditionally comply with such instructions at his own expense. The Associates shall be responsible for the discipline and good behavior of all his personnel deployed in the Service contracted out and should any complaint be received



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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 Associates.

21. DEFENSE OF WORK

If any action in court brought against owner or an officer or agent of the owner, for the failure, omission or neglect on the part of the ASSOCIATES to perform any acts, matters, covenant or things under the contract or injury caused by the alleged omission or negligence on the part of the ASSOCIATES, his agent, representative of his sub- ASSOCIATES or in connection with any claim based on lawful demand of sub ASSOCIATES's workmen supplier or employee, the ASSOCIATES shall in such cases indemnify and keep the owner and /or their representatives harmless from all lesson, damages, expenses, decreases arising out of such action.+

22. COMPLETION CERTIFICATE

Within 15 days of the completion of the work in all respect, the ASSOCIATES shall be furnished a certificate by the Engineer-in-Charge of such completion, but no certificate shall be given nor shall the work be deemed to have been executed fully until all documents and reports at each and every stage of the work including but not limited to compliance with all applicable statutory labour laws, and the final completion report as mentioned in the Scope of work is submitted and accepted. Deliverables are included in the Scope of Work. The reports will be in computerized form on suitable package. Three hard copies of the reports, etc shall also be submitted along with soft copy. The quality of deliverables shall be accepted by the Engineer-in-Charge whose decision shall be binding and conclusive.

23. OWNER NOT BOUND BY PERSONAL REPRESENTATION

The ASSOCIATES shall not be entitled to increase on the scheduled rates or any other right or claim whatsoever by reason of any representations, explanations, statements or alleged representation, promise or guarantee given or called to have been given to him by any person.

24. DOCUMENTATION/ REPORT

The ASSOCIATES shall maintain all records and relevant documents as required as per the instructions of Engineer-In charge. The ASSOCIATES shall submit detailed reports to BGL compiling the salient features and/or outcome of the work immediately after conducting the work. BGL shall review the reports submitted by the ASSOCIATES and offer its comments, which shall be incorporated in subsequent reports by the ASSOCIATES.

25. DISPOSAL OF UNSERVICEABLE MATERIALS, PACKINGS ETC.

- i. Disposal of the damaged/unserviceable materials, consumables, packing, etc shallbe the responsibility of the Associates.
- ii. The Associates shall dispose off the unserviceable materials, debris etc. to any area, as decided by the Engineer-In-Charge. Disposal area shall be arranged by the Associates at



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his own risk and cost.

- iii. The Associates shall sort out, clear and stack the serviceable materials obtained during the maintenance/replacement at places as directed-by the Engineer In Charge.
- iv. No extra payment shall be made on this account. The quoted rates shall be inclusive of such disposals.
- v. The Associates shall be the custodian of the dismantled materials till the Engineer- In-Charge takes charge thereof.

26. GUARANTEE/ DEFECT LIABILITY PERIOD

- i) This is a Service Contract. There will be No Defect Liability Period for this contract. However, the Contract Performance Bank Guarantee shall be released after 03 (Three) months of completion of the contract. Incase Associates fails to comply Clause no. 15.BB.1 of SCC, the bank guarantee will be extended for further period.
- ii) The guarantee will cover any repairs required or claims arising due to faulty or substandard workmanship. This will also include the repair and maintenance of any reinstatement undertaken by the ASSOCIATES. Such rectification of reinstatement may be carried out by BGL or a third party ASSOCIATES BGL's behalf and any such costs incurred by BGL will be recovered from the ASSOCIATES under the guarantee. Any acceptance or reinstatement by the concerned owner of property or BGL is conditional at the time of acceptance and does not absolve the ASSOCIATES from the responsibility for further maintenance throughout the guarantee period.
- iii) The guarantee may also be used for the recovery of any adverse variations in the material reconciliation at the end of the job, work order or project, and for any damage or loss to plant and equipment loaned to the ASSOCIATES by BGL.

27. OFF-LOADING

Further to the provisions as per relevant clause of GCC of Contract, in the event the Associates is not performing to the satisfaction of Engineer-In-Charge, BGL is entitled to execute the uncompleted portion without being in anyway liable for any compensation payment to the Associates on account of such cancellation and off- load the uncompleted portion to another Agency/ Associates in order to ensure satisfactory performance of the work at the risk and cost of the Associates.

28. SEVERABILITY

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisionshereto and they shall remain binding on the parties hereto.



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29. CONSEQUENTIAL DAMAGES

Notwithstanding either party's fault, neither party shall be liable to the other party in respect of any consequential damages whatsoever. The term "Consequential damages" as used herein shall include without limitations to the meaning, loss of profit, production, business opportunities or use of assets.

30. The Unit Rates quoted shall be kept firm till the contractual completion period.

31. <u>ADDITIONAL IMPORTANT DOCUMENTS TO BE SUBMITTED</u>: **FITNESS**<u>CERTIFICATE OF VEHICLES</u>

[TO BE SUBMITTED BEFORE DELOYMENT OF LCV immediately after placing the LOI/FOA]

Associates will be required to submit valid Fitness certificate(s) of the deployed LCV /MCV/HCV issued by the appropriate authority before deployment of the respective LCV /MCV/HCV.

Associates will be required to submit valid test certificates / hydro testing certificate(s) of the deployed CASCADE issued by the appropriate authority before deployment of therespective CASCADE.

Any fee paid towards inspection of the LCV shall be deemed to have been included in the quoted/awarded rate. No extra charges shall be payable.

32. SITE CONDITIONS:

- i. Tentative average sale at one station is 1500 kg.
- ii. Presently estimated time for loading of 3000WL capacity cascade is 45 min.
- iii. Presently estimated time for un loading of 3000WL capacity cascade is 03:30 hrs.
- iv. Presently estimated time for round trip transportation is 03:00 hrs.
- v. Space available for vehicle at CNG unloading station is 6.5 M X 2.5M.
- vi. BGL has installed 3000WL capacity stationary cascades in all retail outlets.

Considering the above parameters, suitable size, capacity and no. of cascades along withvehicle to be considered for delivering **minimum 15 lakh KG CNG per month**. If demandincreases than accordingly additional vehicles has to be deployed by contractor as per the instructions of BGL EIC/ Representative.

32.1 SITE VISIT:

The Bidder is advised to visit and examine the site of Works/Services and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.



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The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

The intending bidders shall be deemed to have visited the SITE and familiarized submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the Works/Services in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.

The Bidder shall not be entitled to hold any claim against BGL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

- **W.** The contractor shall have to provide sufficient money to the LCV operator / supervisor on regular basis to meet the contingent requirement and Fuel charges etc.
- X. CNG cascade mounted on Commercial Vehicles shall be filled from Mother Station(s) and gas will be unloaded at daughter booster stations/ daughter stations as per BGL's requirement.
- Y. BGL shall not guarantee the no. of trips per day from Mother station(s), it is the sole responsibility of the bidder to calculate the optimum no. of trips to meet the tender requirement.
- **Z.** CONTRACTOR shall provide mobile phone to its workers for communicating for movement control. The safety and security of the handsets will be the responsibility of the CONTRACTOR. In case of loss and damage, the CONTRACTOR shall be liable for repairing / replacing the sets immediately at his own cost.
- **AA.** Fuel escalation/de-escalation

Rates quoted are firm and will remain unchanged during currency of the Contract. However, the Company will consider an increase/decrease in the Kilometers rates during the contractual period, in the event of increase/decrease in retail prices of fuel. Monthly hiring charges should be quoted considering the cost of CNG on the due date of opening of the bids in BGL .(i.e. Rs. 92 /KG of CNG). This rate will be considered as base rate per Kg of CNG for the purpose of calculation of escalation and de-escalation for the entire period of contract. Vadodara Gas Limited will consider increase / decrease of rates during the contractual period in the event of increase / decrease in the prices of CNG.

a. Escalation / de-escalation will be applied when difference/ change in CNG retail selling rate from base rate is minimum +/-5%. If the fluctuation in the CNG retail – selling rate is lower than 5%, escalation/ de-escalation will be applied when cumulative total of such fluctuations becomes 5% of base rate in terms of either increase or decrease. Documentary evidence regarding rate of CNG has to be provided by the CONTRACTOR. However, this will not be applicable for increase of spare parts, lube oil etc.

The calculation of escalation/de- escalation on account of cost of CNG over base rate will



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be done as follows:

(A/B) * (I/N)

Whereas, A =Total K.M. run during the month

B = Mileage of the vehicle (approx.)

Note: B = 5

I = Actual Monthly CNG Price (Monthly Average Price)

N = Base rate of CNG per KG

Note: N = Rs.92 / - KG CNG

Credit for CNG at BGL owned pumps:

- 1) The fuel used by the LCV shall be CNG only.
- 2) The CNG refueling for all contracted vehicles must be exclusively carried out at BGL-owned CNG stations within the Hyderabad GA only.
- 3)The CNG kit fitted into Vehicle shall be BIS/PESO Authorized, OEM (Original Equipment Manufacturer) supplied kit which shall be fitted in vehicle during manufacturing process.

Fortnight billing will be done to the actual CNG fuel used by the bidder, against which bidder has to submit interest free amount of Rs.50,000/- per vehicle to BGL in the form of bank guarantee/ DD.

BGL will provide the invoice on fortnight basis. The bidder shall pay the amount with in 4 days from the date of Invoice for the fuel consumption of the previous fortnight.

BGL shall have right to deploy/ load any vehicle (i.e. mobile cascade) at all loading stations as per BGL requirement. Transporter has to be ready with all statutory requirements, documents to send the vehicle at any time. If not LCV not reported or failure to submit documents a penalty of Rs.20,000/- per instance shall be deducted from the transporters monthly bills or security deposit available with BGL. Also, transporter has to made necessary arrangements for refueling the LCV's for smooth operations.

33. 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.

34. 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 and the contractor must do so as per BGL's requirement. The Minimum value of work will be

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as mentioned in the SOR.

35. 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.

36. CONTRACT AGGREMENT:

Bidder has to execute an agreement in the proforma format mentioned in VOL I of II of bid 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.

37.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 without prior permission from BGL.

38. DURATION OF CONTRACT

The period of contract shall be FIVE (05) Years from the date of issue of FOA/ WO / from the date of intimation of EIC.

- 39. **ALTERNATE VEHICLE:** Alternate vehicle may be allowed for a period of 3 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 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 or fuel type shall be payable @10% less than the quoted value for old model vehicles but to satisfy all the statutory compliances and terms in bid document. If the bidder fails to replace the alternative vehicle with specified model within first 3 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.
- 40. Driver of the LCV/HCV shall make/ remove the quick release coupling connection at the CNG stations, operate the Cascades Manifold valves. Check and record the cascade pressure at CNG stations and DBS. 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 LCV/HCVs.
- 41. The contractor shall have to provide sufficient money to the driver on regular basis to meet the contingent requirement and Fuel charges etc.
- 42. The contractor shall make his own arrangements for repair/ maintenance/ fueling of the vehicles and lodging & boarding of his staff.
- 43. The vehicles provided by the contractor shall have a comprehensive insurance plan, including 3rd party insurance, for the LCV/HCV and shall keep such insurance cover in

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force at all time.

- 44. In situations where mobile cascades experience extended unloading times and are not unloaded up to the desired pressure of 40 bar, it is necessary to redirect these LCVs to other CNG stations or the mother stations as per BGL's requirement. Transporter has to obligated to carry out this diversion without imposing any additional charges on BGL.
- 45. BGL has already established and finalized the fixed kilometer distances to all CNG outlets in the city from various loading points. The transporter must agree to these predetermined distances, and the round trip will be calculated based on these fixed kilometers. No additional kilometers beyond the agreed round trip distances will be accepted or compensated.

39. EXTRA QUANTITY:

The extra quantity unit rate is to be quoted by bidder and payment will be paid on actual executed quantities. Further a lumpsum quantity of 25,000 Kgs per month may be considered for tender evaluation purpose.



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SECTION-10 SCHEDULE OF RATES



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REFER E-TENDER NO.: <u>BGL/629/2024-25</u> IN E-TENDERING WEBSITE /PORTAL -(<u>https://petroleum.ewizarde.in/)</u>) FOR SCHEDULE OF RATES



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Bhagyanagar Gas Limited

SCHEDULE OF RATES (SOR)

Financial Bid / Priced Bid

Bid Document ref: BGL/629/2024-25 Dated: 13.09.2024

Item : Hiring CNG transportation services to transport 15 Lakh Kgs of CNG per month to DBS, DS and DCU stations in BGL authorized Geographical Areas (GA's) for the period of 05 Years

Name of Bidder: Total Total Price Price inclusive inclusive of all of all Unit Unit HSN Taxes Taxes Sr. Rate, Rate, Per **Item Description Total Quantity** /SAC UOM and and No. month Rs. (in Rs. (in Code duties duties figures) words) exclusive exclusive of GST. of GST. Rs. (in Rs. (in words) figures) 3 5 6 7 1 2 8 9=(6x7)9=(6x7)4

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A1000	Supply of CNG at BGL's Daughter Booster Stations in Hyderabad or Vijaywada or Kakinada, providing cascades capacity of 7200WL and suitable CNG fuelled LCV/MCV/HCV with operation & maintenance along with required spares, including manpower cost, GPS, all tools/tackles etc. as directed by the EIC for filling & transportaion of CNG per month in mobile cascades as per the following range:-			
A1100	Ship on pay 15,00,000 Kgs/Months (i.e. 15,00,000X60=9,00,00,000 kgs in 60 months)	9,00,00,000		

Signature & Seal of the Bidder



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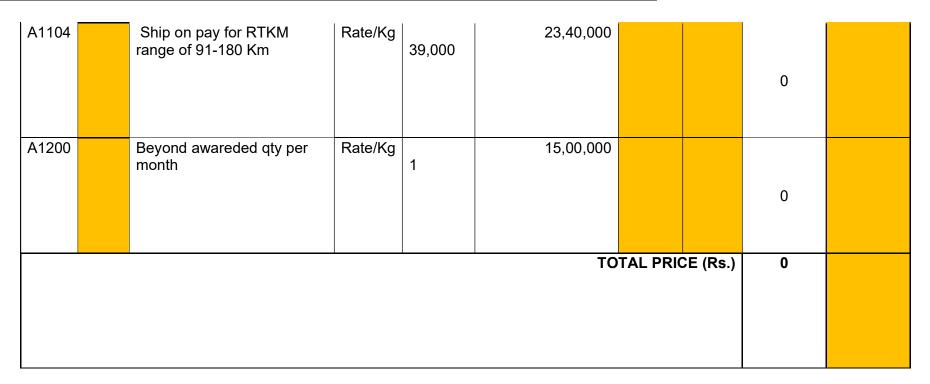
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A1101	Ship on pay for RTKM range of 0-30 Km	Rate/Kg	3,90,000	2,34,00,000		0	
A1102	Ship on pay for RTKM range of 31-60 Km	Rate/Kg	7,41,000	4,44,60,000		0	
A1103	Ship on pay for RTKM range of 61-90 Km	Rate/Kg	3,30,000	1,98,00,000		0	



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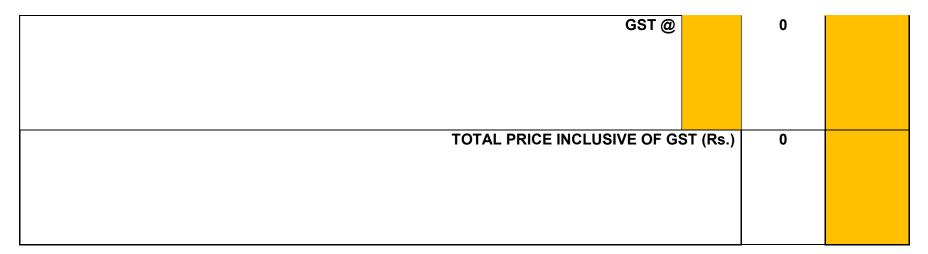
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Note:

- 1. Associate shall quote for all the slabs / ranges mentioned above in SOR, Accordingly payment shall be released based on the quantity of CNG transported on monthly basis.
- 2. Toll, octrai taxes, Charges if any will be reimbursed at actual, if applicable during the contract period on submission of toll receipts / proofs.
- 3.Rate per KG CNG transportation should be quoted considering the cost of fuel (CNG) on a day before the date of bid submission.
- 4.BGL does not guarantee any minimum extra quantity of the Gas to be transported (Beyond fixed Kg per month covered).
- 5. Payment shall be paid as follows:
- Case-1: If Quantity transported exceeds 15 Lakh Kgs per month, then payment shall be made at actuals as per the SOR defined above in SOR A1200
- Case-2: If Quantity transported is less than 15 lakh Kgs per month, then payment shall be made at actuals for the transported quantity as per the defined SOR. For remaining Qty, payment shall be made upto 90% of SOR, gty, on weighted average basis.
- 6. Fuel escalation / de-escalation charges will be paid at actual as per the applicable tender clause.
- 7. Evaluation shall be done based on the L-1 basis. A quantity of 25,000 kgs/ month shall be considered for the purpose of Evaluation for running in beyond tender Quantity.
- 8.BGL shall select maximum Two (02) contractors to execute the entire scope at 3:2 ratio.