### CORRIGENDUM - II

Date: 08.03.2018

E-Tender ID: 174500

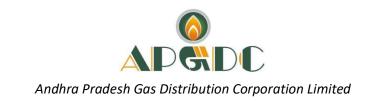
Bid Document No: APGDC/KKD/C&P/Vehicle/3004/2017-18

Subject: Hiring of Vehicles for Construction activities of Kakinada-Srikakulam Pipeline Project (Phase - I)

The following modifications to the subject tender are hereby authorized:

S. No.	Description	Page No. / Clause No. / Section	Amendment/Addition/Modification			
1.	Replies to the bidder's queries	-	Attached as Annexure-I of this document			
2.	Correction in Description to Group-A and Group-B in BEC	Section II, Pg. 8 Clause 1.(a) of BEC	<ul> <li>Modified as under:</li> <li>Group – A: 12 Hour Basis Vehicles with Base Station – Kakinada</li> <li>Group – B: 24 Hour Basis Vehicles with Base Station – Kakinada</li> </ul>			
3.	Revised Scope of Work	SECTION- IV	Attached as Annexure-II of this document			
4.	Revised Special Conditions of Contract (SCC)	SECTION –V	Attached as Annexure-III of this document			
5.	Revised Schedule of Rates	SECTION – VII	Attached as Annexure-IV of this document			

All other terms and conditions of tender document remain unchanged



### **REPLIES TO BIDDERS QUERIES**

SI No	[	REFERENCI	E OF BIDDIN	G DOCUMENT	BIDDER'S QUERY	APGDC'S REPLY
	SEC No.	Page No.	Clause No.	Subject		
1	Scope of Work	205	5	SPECIFICATIONS OF VEHICLES – SOR Item A1	Innova 2GX is not available and Innova Crysta is very expensive. Hence we would like to suggest that Mahindra XUV 500 basic model may fill your requirement	
2	Scope of Work	205	5	SPECIFICATIONS OF VEHICLES – SOR Item A2/B1	Mahindra Xylo H4 model is very expensive and instead of that we can operate Mahindra Xylo D4/Mahindra Scorpio basic model as they are good in construction sites	As per revised SCC, Scope of Work and SOR attached as Annexures of this document
3	Scope of Work	205	5	SPECIFICATIONS OF VEHICLES – SOR Item A3	Toyota Liva and Maruti Suzuki Swift may not suit for construction sites.  Mahindra TUV 300 baisc model may fill may fill your requirement which runs good in construction sites.	



## Annexure-II REVISED SCOPE OF WORK



- 1. The scope of the contract includes Hiring of vehicles as mentioned in Schedule of Rates for construction & other associated activities for Pipeline laying & Terminal Works of Kakinada Srikakulam Pipeline Project (Phase-1) of APGDC. The proposed place of deployment of Vehicles will be East Godavari and Vishakhapatanam Districts of Andhra Pradesh and on need basis may also have to operate in West Godavari, Krishna and Guntur Districts.
  - (i) Vehicles required on Call basis/regular or continuous basis under contract period of 24 months must not be more than 12 (twelve) months old on the date of deployment.
  - (ii) Total run of a vehicle during the contract period or its extended period is not to exceed 1.5 lac Kms. In case a vehicle(s) has run 1.5 lac Kms. such vehicle(s) has to be discontinued and replaced by similar or better specifications vehicle(s) till the end of the contract period or the extended period.

The vehicles deployed must have necessary <u>Taxi permit</u> for movement in area of operation as specified above. In case, duties may require movement of vehicle(s) outside specified area of operation, the Contractor has to provide necessary 'Permits' for which APGDC shall reimburse the amount paid to the appropriate authorities on this account against submission of documentary proof.

The award of contract(s) to the successful Bidder(s) will not entitle him the exclusive right to supply the entire requirement of hired vehicles. APGDC reserves the right to use its own vehicle(s) and equipment at its own convenience and discretion for the works during the currency of the contract and also reserves the right to conclude parallel Contract(s) at the same time, including the splitting of the present work amongst the respective Bidder(s), as per APGDC's decision which cannot be challenged by the Bidder(s)

- 2. Vehicle(s) deployed should be duly registered with R.T.O. under valid Permit(s), all taxes paid, comprehensively insured covering the risk of all passengers traveling in the vehicles. Vehicles should have valid Permit(s), required tools, spare wheels, portable fire extinguisher and spares for repairs to be carried out en-route.
- 3. The contractor shall ensure that the vehicle(s) are kept clean and upholstery with neat seat covers duly washed / dry cleaned to be provided at an interval as specified by the Engineer-in-Charge.
- **4.** The contractor shall ensure that the drivers of the vehicles are given "one [01] day's off in a week and provide alternative driver for that day.



### 5. **SPECIFICATIONS OF VEHICLES:**

The vehicles should have the following minimum specifications:

SoR Item No.	Specifications							
A1	Model	_	Mahindra XUV 500					
	Type of vehicle	_	AC					
	• Fuel	_	Diesel					
	Year of manufacturing	-	2017 / 2018					
		C	DR .					
	Vehicle with Equivalent / F	Higher	Specifications than above					
A2 / B1	Model	_	Mahindra Xylo					
	Type of vehicle	_	AC					
	• Fuel	_	Diesel					
	Year of manufacturing	_	2017 / 2018					
			OR					
	   Vehicle with Equivalent / F	Higher	Specifications than above					
A3	Model	_	Mahindra TUV 300					
	Type of vehicle	_	AC					
	Fuel	_	Diesel					
	Year of manufacturing	_	2017 / 2018					
	OR							
	Vehicle with Equivalent / F	Higher	Specifications than above					

The contractor has to provide the vehicles on monthly hire basis as per the **deployment schedule** attached as Annexure-1 to Scope of Work.

The Vehicle shall be deployed for 12 Hrs. / 24 Hrs. duty (as the case may be) on daily basis. The Monthly rent shall include free running of 3000 KM per month.

### 6. VEHICLES ON CALL BASIS:

Bidders' quoting for SoR Item no. A2 and / or B1 may be required to deploy Call Basis Vehicles on specific need / call basis in the mentioned areas of operation. Rates for deployment of Call Basis vehicles are pre-fixed as indicated in Special Conditions of Contract. Call Basis Vehicles are optional items and will be availed when the requirement of the same arises.

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### **Indicative Vehicle Deployment Schedule**

SoR	Vehicle Category	Month																							
Item No.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Group-A:	12 Hour Basis Vehicles wit	h Ba	se	Stat	tion	- Ka	kina	ıda																	
A1	Mahindra XUV 500 or Equivalent	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
A2	Mahindra Xylo or Equivalent	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
А3	Mahindra TUV 300 or Equivalent	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Group-B:	Group-B: 24 Hour Basis Vehicles with Base Station - Kakinada																								
B1	Mahindra Xylo or Equivalent	-	-	-	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2



# Annexure – III REVISED SPECIAL CONDITIONS OF CONTRACT (SCC)



### 1.0 GENERAL

- 1.1 The special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and any other documents forming part of contract, wherever the context so requires.
- 1.2 Where any clause, sub-clause, etc. of the General Conditions of Contract is repugnant to or at variance with any provision(s) of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall, to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever, it is mentioned in the specifications that the CONTACTOR 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.
- 1.4 The intending bidder shall be deemed to have visited the site. Non familiarity with site conditions and unawareness of General Conditions of Contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with specifications.
- 1.5 Bids of Joint Venture/Consortium not acceptable.
- 1.6 The vehicle shall necessarily have TAXI PERMIT.
- 1.7 During the period of the contract, APGDC can increase / decrease the number of vehicles on the same rates, terms and conditions as stipulated in the contract and same shall be obligatory and binding on the contractor to execute any such order.
- 1.8 No sub-contracting shall be allowed without permission of the Company.
- 1.9 The vehicles, taken on hire with the approval of the Engineer-in-charge for regular duties under the contract shall not be changed / replaced by the contractor normally during currency of contract except for its being defective in which case another hired vehicle of equivalent or higher specifications / model shall be provided by the contractor. The replaced vehicle will be accepted only if it has all valid documents for which the decision of the Engineer-in-charge or its Authorized Representative will be considered as final.
- 1.10 The decision with regard to acceptance or rejection of any hired vehicle(s) offered by the contractor shall remain with the Company and the same shall be final and binding upon the contractor.



### 2.0 GENERAL DEFINITIONS:

- 2.1 "AREA OF OPERATION OF HIRED VEHICLES" means the areas/places connected with activities of APGDC defined in Scope of work OR any other place at the sole discretion of the Company, depending upon requirements to meet the objective of the contract.
- 2.2 **"CALL BASIS VEHICLES"** means the vehicles deployed as per requirement & mode.
- 2.3 **"CHARGES"** means the charges (normal duty hours) of Vehicles per month with prescribed kilometers.
- 2.4 **"COMPANY"** means APGDC, having its Registered Office at D. No. 70-14-5/1, Siddarth Nagar, Near RTO Office, Kakinada, Andhra Pradesh.
- 2.5 **"CONTRACTOR"** means any proprietorship/partnership form or company to whom the contract is awarded for deployment of contract carriage vehicles on hire to the Company.
- 2.6 **"CONTRACT"** means the formal contract executed between the Company and the Contractor as a result of the subject Tender. The specific instructions issued from time to time by Engineer-in-charge or by his authorized representative and all documents taken together shall be deemed to form contract and shall be complementary to one another.)
- 2.7 "DAY" means day starting from 0000 hrs. to 2400 hrs.
- 2.8 **"DISTANCE"** means the distance by the shortest approachable route unless otherwise specified.
- 2.9 "HOUR" means an hour of sixty minutes. For the purpose of hire charges and/or penalty charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.
- 2.10 "MONTH" means a complete calendar month of the year
- 2.11 "NIGHT HALT" means overnight stay of Vehicles at any place / in any area beyond its designated reporting place / places.
- 2.12 "PRO-RATA HOUR RATE" means a rate arrived at by the following formula :

For 24 hrs duty =  $\frac{\text{Monthly charges}}{30 \text{ X } 24 \text{ hrs.}}$ 

For 12 hrs duty = Monthly charges 30 X 12 hrs.



- 2.13 "REPORTING PLACE OF VEHICLES" means any operational site of the Company where a Vehicle shall normally report for duty. The normal Reporting place of Vehicles shall be as designated in the scope of work and actual location at the place of reporting will be intimated after placement of Work Order depending on the requirement and may be changed at any time during the currency of contract, if such requirement arises.
- 2.14 "SCHEDULE OF RATES" means rates to be filled/attached to this contract(s).
- 2.15 **"SEATING CAPACITY"** means the number of passengers the Vehicles can carry including the driver.
- 2.16 "SUITABLE SUBSTITUTE" means similar Vehicle of equivalent or higher model not earlier than Year of Manufacture specified in Scope of Work for respective vehicle subject to acceptance by Engineer-In-Charge.
- 2.17 Vehicle: As per the specifications given hereunder:
- 2.17.1 'XUV 500' means contract carriage of a light passenger motor vehicle fited with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver. The Vehicle must be diesel driven XUV 500 model of Mahindra make or equivalent / higher model.
- 2.17.2 'Xylo' means contract carriage of a light passenger motor vehicle fited with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver. The Vehicle must be diesel driven Xylo model of Mahindra make or equivalent / higher model.
- 2.17.3 'TUV 300' means contract carriage of a light passenger motor vehicle fited with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver. The Vehicle must be diesel driven TUV 300 model of Mahindra make or equivalent / higher model.
- 2.17.4 'Corolla' means contract carriage of a light passenger motor vehicle fited with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver. The Vehicle must be diesel driven Toyota Corolla model of Toyota make or higher model.

### 3.0 PERIOD OF CONTRACT:



- 3.1 The contract will be valid initially for a period of 24 months as mentioned in the SOR/Scope of Work, commencing within one month from the date of Fax of Acceptance or from the dates of deployment of vehicles whichever is earlier. The vehicles will be deployed in a phased manner as conveyed by Engineer-in-Charge from time to time depending on the work requirement. Thus individual vehicle or a "category" of vehicles will have a contract period of the vehicles months from the date of deployment with the provision of time extension for further 06(six) months at the sole discretion of Engineer-in-Charge at the same rate, terms and condition. The rates will remain firm during the tenure of the said contract including the time extension.
- 3.2 Vehicles are to be provided initially within 15 days, from the date of issue of order (FOA). The Order (FOA) will be placed for intended number & type of vehicles. However the placement of the specific no. and type of vehicles will be based on work requirement and Contractor has to place the vehicles within 15 days from date of intimation from Engineer in-Charge during contract duration.
- 3.3 In case, contractor fails to place the prescribed vehicle within 15 days from the date of intimation by Engineer- In-Charge, grace period of 15 more days shall be allowed for which penalty shall be imposed at the rate of Rs. 1000 / day / vehicle during Grace Period.
- 3.4 If the vehicle is not placed even after 30<sup>th</sup> day from the date of intimation by Engineer- In-Charge, then the contract may be cancelled without prejudice the Company's right to forfeit the Earnest Money Deposit/ Security Deposit and other rights available under the contract.
- 3.5 The contract normally stands terminated after the expiry of the period of the contract. However, the Company reserves its right to terminate the contract at any time by giving 30 days' notice in writing without assigning any reason thereof. The contractors shall not be entitled for any compensation thereof.

### 4.0 **SCOPE OF CONTRACT**:

4.1 The scope of contract shall be as detailed in 'Scope of Work'.

### 5.0 OPERATIONAL NORMS & CONDITIONS

5.1 The Vehicles are required to report to sites / locations as per direction of Engineer-in-Charge and may be required to stay overnight on temporary duties. The vehicles for execution of the Pipeline Projects shall be reporting to the camp offices. However, night halt for places other than those mentioned in the Scope of Work shall be considered as out station duties for payment purposes.



- 5.2 The contractor shall be required to deploy the Vehicles confirming to the specifications with all-requisite factory fitted accessories, tools, and accessories including spare wheels and the other equipment as per the M. V. Act / rules in force.
- 5.3 The contractor shall maintain the Vehicles in absolute good working condition. If any Vehicle develops defects while on duty the contractor shall immediately replace it by a suitable substitute vehicle within a period of two hours or arrange satisfactory repairs. In case of failure of the contractor to repair the Vehicles or to provide the substitute vehicle, payment for the day(s) of absence will be deducted, to be calculated on pro-rata basis. If the Company makes alternative arrangement, the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by the Company in addition to deduction of day(s) payment.
- 5.4 The contractor is to provide Vehicle(s) for the duty with tank full of fuel and sufficient money with the driver to meet with any exigency for all the notified requirements for long distances/outstation duties, In case of failure of the vehicle en-route for want of fuel or otherwise and the accompanying Driver shows his inability and the Company's employee/officer or any other authorized person utilizing the vehicle has to incur expenditure for making good the vehicle either by refueling or any other act which is recorded in log book by the utilizing person, recovery of such expenses shall be double the amount spent by the utilizing person along with a day's hire charges calculated on pro-rata basis and these amounts shall be recovered from the Contractor's bill.
- 5.5 In case the hired vehicle(s) is totally damaged due to an accident, the Contractor will provide alternate vehicle(s) of similar / matching type within "seventy two [72] hours" from the occurrence of the accident. In case of non-compliance, penalty "@Rs.1000 per day after 72 hours. for each no. of vehicle" will be imposed on the Contractor. Further, the Contractor will provide the vehicle(s) of similar specifications at his cost within "30 [thirty] days" from the date of accident, failing which a penal recovery of Rs.1000.00 per day per vehicle will be imposed for not providing similar specification vehicle(s).
- 5.6 Drivers of the Vehicles normally should not be changed during currency of contract. The contractor shall ensure that the driver(s) provided on vehicles is/are well dressed, smart in turnout and is/are disciplined, courteous and behave properly with the Company's personnel. The contractor shall withdraw such driver from duties, who do not behave in a proper/disciplined manner or who resumes work under the influence of liquor etc. The Company's decision in this regard shall be final and binding on the contractor. In case of failure of the contractor to withdraw such driver(s) from duty, the Vehicles shall not be accepted for duty and shall be considered as vehicle(s) not provided by the contractor and penalty as applicable shall be levied.
- 5.7 Contractor shall provide proper upholstery for the vehicle along with a pair of uniforms of 'light grey color' or any other as approved by Engineer-in-charge,



stitched in standard uniform pattern & shoes to every driver provided with the vehicle(s). In case, the driver is not presenting himself for duty in proper uniform, penalty "@Rs.200.00 per such occasion" will be imposed on Contractor. Decision of "EIC" will be final & binding on the Contractor in this regard.

- 5.8 A penalty @ Rs. 500.00 per day per vehicle shall be levied, if the AC is not working in Vehicle.
- 5.9 The Contractor shall have to make his own arrangements for the stay of his staff including night-halt, etc. at his own risk and cost and also for repairs and fueling, etc. of the hired vehicle(s) as per requirement. However, the Company shall pay "night halt" charges as mentioned in Clause No.14 in case vehicle(s) are deputed for outstation duty and required to stay overnight.
- 5.10 The contractor will be required to supply vehicles only confirming to the specifications of the tender as and when ordered to do so. During the currency of the contract in exceptional circumstances Company may however, accept a suitable substitute vehicle other than those as specified in the tender subject to imposing the penalty as specified in clause no. 21 of SCC of the tender.
- 5.11 In case Vehicle(s) is withdrawn from duty by the contractor or if he fails to provide a substitute vehicle or provide a Vehicle which is not in acceptable condition, no payment shall be made to the contractor for those day(s) against the Vehicle and imposing the penalty as specified in clause no. 21 of SCC of the tender which shall be recovered from the bill(s) of the contractor without any notice.

For a day =  $\frac{\text{Monthly Charges}}{30 \text{ days}}$ 

- 5.12 The driver/contractor shall not carry any unauthorized passenger in the Vehicles on duty hours. In case the same is detected, no payment shall be admissible for the day / days of such occurrence. In case the Contractor /Driver ignores the instructions, the vehicle shall not be accepted and penalty as per clause no. 21 shall be imposed and in case of no improvement and corrective action, Engineer-in-Charge shall initiate action for de-hiring /cancellation of contract.
- 5.13 The Vehicle(s) on duty is / are subject to surprise checks by an authorized representative of the Company for carrying any unauthorized passenger or any conduct prejudicial to the Company's interest or image. Such checks will also be applicable to any alternate Vehicle provided by the Contractor. In case of any default / non-compliance of the terms and conditions of the contract, stern action shall be taken against the Contractor including de-hire and cancellation of contract.
- 5.13.1 The contractor shall display a mark "ON APGDC DUTY" on all vehicles at his cost for making the vehicle conspicuously distinguishable from a distance.



The Contractor shall not display the advertisement of his or other agency on the vehicle(s) hired by the Company.

- 5.14 Before and after the duty hours and on holidays, the vehicles deployed for duty should not be used for any other purpose.
- 5.15 Speedometer, Kilometer Recorder and other instruments/ meter(s) must be maintained at a high standard of accuracy. Any defect noticed by Engineer-in-Charge or his authorized representatives shall be rectified forthwith by the Contractor. Until such rectification, the kilometer-age for such distance/places as verified and certified by the Officer/Staff traveling in the vehicle shall be final and binding to the contractor for the purpose of billing, etc.
- 5.16 ---Intentionally kept Blank---
- 5.17 The contractor shall have an office with telephone facility and one supervisor to coordinate the movement of Vehicles. The supervisor or the responsible representative of the contractor shall have to make regular visits to the Company as specified from time to time during currency of the contract. The contractor should intimate his contact telephone numbers of permanent address for communication / correspondence in writing along with his offer for correspondence in regard of this contract. Any change in permanent address of the party shall be intimated at least 15 days before such change. The driver should also have mobile phone in working condition. A printed slip / card indicating the vehicle registration no., name of the driver and his mobile no. should be handed over to the commuter immediately while boarding the vehicle.
- 5.18 Regular Vehicle shall be given one day off in a month for maintenance to keep the vehicle in good running condition. However contractor has to provide suitable substitute / replacement vehicle during maintenance period. In case of failure, penalty would be made as per clause no. 21 of SCC of the tender.
- 5.19 (i) Contractor must own at least 30% of the awarded & deployed quantity of vehicles (rounded to next number). The deployed vehicles should necessarily be registered in Andhra Pradesh State.
  - (ii) If vehicles are required to be hired from other sources by the Contract, an undertaking on stamp paper of requisite value is required to be submitted from concerned Party indicating its willingness for deploying the vehicle through the Contractor, and under any circumstances, the said party will not make any claim whatsoever to the Company.
- 5.20 i) The Contractor should produce necessary ESIC Code before commencement of work or coverage under workmen compensation act who are not covered under ESI Act, the Contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to APGDC.



- ii) Contractor should produce necessary EPF Code before commencement of Work.
- 5.21 The contractor is responsible to obtain labor license, if applicable under the provisions of Contract Labor (Regulation & Abolition) Act, 1970 from the office of Assistant Labour commissioner (Central), Ministry of Labor, Govt. of India for the respective States.
- 5.22 The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 5.23 The contractor shall discharge, obligations as provided under various statutory enactment including the employees provident Fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages ACT, 1948, payment of Wages Act 1936, Workman Compensation Act 1923 and other relevant acts, rules and regulations notified from time to time by Central Government / Government of Andhra Pradesh. In case of difference in provisions of Act / rules / regulations passed by Central Government / Government of Andhra Pradesh, stringent among them shall be applicable.
- 5.24 Contractor shall also ensure to engage only those persons whose character / antecedents have been got verified by him. Contractor shall provide proper identification cards for his employees duly signed by him or his authorized representative to be deputed for work, Contractor should also obtain entry passes from CISF / the Company's Security agency through Engineer-in-charge for his employees, wherever required.
- 5.25 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7<sup>th</sup> day of the following month. Contractor shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per Minimum Wages Act 1948 and payment of wages Act 1936.
- 5.26 While conforming to any of these conditions, the contractor should ensure that no applicable act or rules regarding labor, welfare, conduct etc. is violated. The contractor shall indemnify APGDC for any action brought against him for violation, non-compliance of any applicable act, rules & regulation there under.
- 5.27 Persons proposed to be deployed by contractor shall be medically examined and declared fit by qualified medical practitioner. Contractor should undertake and ensure that personnel engaged by him is not suffering from communicable disease.
- 5.28 The Vehicles shall not leave the duty point for any purpose without the specific permission of the user.
- 5.29 If vehicle drivers have taken any amount from the user towards cost of diesel,



consumables etc. double the amount shall be deducted from Contractor's bills without any notice.

- 5.30 Vehicle provided may have Mobile Radio System to be installed by the Company and contractor shall have no objection to that. Driver of the vehicle shall be solely responsible for safety and security of such system.
- 5.31 Duty hours and kilometer run of the hired vehicles shall be counted from the reporting time of the hired vehicle at the designated place in the town. No hire charges shall be paid to contractor for the kilometer run from its place of parking to the reporting place & vice versa. Vehicles will be required to report for duty at a particular nominated site/place. In case it is required to report at any other place directly, kilo meter run from the nominated site to the reporting site is payable and no other charges shall be paid.
- 5.32 Contractor's staff shall abide by the existing security and safety rules/regulations/precautions as per instructions given from time to time. Contractor and his employees may also be required to pledge secrecy and non-divulgence of the nature of work of the company.
- 5.33 APGDC shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to Contractor's vehicles/property/drivers, other staff, etc. under any circumstances while the hired vehicle(s) is engaged on duty.
- 5.34 The Contractor shall ensure that his drivers refrain from smoking while driving the vehicle, be polite and well behaved and should not use any abusive language. Driver (s) also to ensure that no inflammable substances of any nature, form etc. should be carried by vehicles at the installations, camp stations, stores, yards, etc. while on duty. The Contractor's employees shall ensure that they abide by usual and special rules regarding the safety and security measures while on duty with APGDC as per directions of the representative(s) of APGDC at the worksite.
- 5.35 Contractor(s)/driver(s) shall arrange to park the vehicle(s) at a designated place at his risk & cost beyond designated working hours. However, the Contractor shall be liable to provide the hired vehicle(s) to the concerned user(s) within "one [01] hour" of intimation from APGDC.
- 5.36 Contractor shall be solely responsible and indemnity the APGDC against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 5.37 Contractor will have to provide spare wheel(s) in good condition with the vehicle(s) to meet any eventual breakdown en-route requiring minor repairs developed during journey.
- 5.38 Contractor shall indemnity APGDC against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.



- 5.39 Contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 5.40 Contractor is required to maintain registers and records as required under different laws.
- 5.41 Contractor shall take care of the health insurance of all their employees and workmen deputed for this work.
- 5.42 Contractor will deploy adequate number of qualified & experienced personnel to discharge the contractual obligations effectively.
- 5.43 Vehicle preferably of white color shall be fitted with good quality music system, Reading Light, Perfumes, Fire extinguisher, Napkin, Umbrella and First-aid box. In case of non-provision of any item, a penal recovery of Rs. 50/- per day item will be made from the bill.
- 5.44 The driver should be conversant with local language preferably having knowledge of Hindi & English.
- 5.45 With reference to clause No. 14.3 & 14.4, the rates quoted per vehicle per month shall include all charges for permits, entry tax/ toll Tax taxes, parking charges & all statutory payments except Night halt charges and Extra Duty Charges beyond 12 hours working in case of 12 Hour duty vehicles. No Night halt charges will be payable to the contractor if the vehicle movement is in the defined area of operations in the scope of work.

### 6.0 <u>VEHICLE DOCUMENT</u>:

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

### 7.0 LABOUR LEGISLATION AND OTHER ENACTMENTS:

7.1 Contractor shall strictly follow and abide by the rules and regulations of Motor Vehicles Act, Motor Vehicle Rules, Pollution Control Norms and other relevant



Central/ State legislation's and orders, rules and regulation of Central/State Government and other authorities. The contractor agrees to indemnify and hold APGDC and its employee's harmless for/against any loss, expenditure and claims penalty etc., of whatsoever nature to the APGDC in this regard due to the non-fulfillment of the obligations and violation by the contractor.

- 7.2 **Registration with Labor Commissioner:** If necessary, the Contractor shall be required to register with Labor Authority of appropriate Government having jurisdiction as per "Contract Labor Rules 1971", or any other labor rules/regulations/laws, applicable from time to time. This shall be required immediately after the acceptance of the Tender. The Contractor shall comply with all the applicable Labor Laws.
- 7.3 Contractor will be fully responsible for any and all disputes arising out of any Labor act, Motor vehicles act, Income Tax Act, Payment of Wages Act, Pollution Control Act, Mines Act, EPF Act, Industrial Disputes Act etc., and will settle the same at his own. It is the responsibility of the contractor to pay the driver/any employee as per labour law/ Payment of Wages Act in force and in case of failure of any claims, contractor is personally responsible.
- 7.4 Contractor must indemnify the APGDC and its employees against any liquidated damages incurred as the principal employer for any failure of contractor to honor the various Central/State/Local self-body laws/enactment's in this respect.
- 7.5 Contractor shall exclusively be liable for non-compliance of the provisions of any act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract.

Contractor shall undertake to indemnify APGDC against all actions, suits, proceedings, claims, losses, damages, etc. which may arise under "Minimum Wages Act", "Personnel Injury", "Company Insurance Act", "E.S.I. Act", "Fatal Accident Act", "Workmen Compensation Act", "Shops & Establishment Act", "Employees Provident Fund Act", "Family Pension & Deposit Linked Insurance Scheme" or any other act or statute not specifically mentioned herein but having any direct or indirect application for the persons engaged under this Contract.

Contractor agrees to and does hereby accept full & exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold APGDC harmless from any liability/penalty which may be imposed by the Central, State or local authority and also from all claims, suits or proceedings that may be brought out against APGDC arising under, growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the Contractor, by third parties or any Central Government, State Government or Local authority under any act or rule framed there under. Contractor shall indemnify APGDC against all losses or damages caused to it on account of acts of the personnel deployed by him.



7.6 The contractor will be required to observe and fulfill all the obligations under various enactments' applicable to the nature of job performed by the contractor under the contract.

### 8.0 TAXES & DUTIES:

Contractor shall pay all the taxes corporate tax, Income Tax, GST and any/or any other taxes levied by Central/State or any other authorities. However, APGDC will deduct standard recovery towards the Income Tax from monthly payments. However, GST (CGST & SGST/UTGST or IGST) shall be paid extra at actual on presentation of receipt. In case GST (CGST & SGST/UTGST or IGST) is applicable for the Tendered Work, Contractor shall claim the GST (CGST & SGST/UTGST or IGST) indicating rate of abatement / deduction, if any allowed as per "GST Act" from the 1<sup>st</sup> Invoice itself. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered, and shall contain the following:

- (a) Name, Address & Registration No. of such Person/Contractor
- (b) Name & Address of the Person/Contractor receiving Taxable Service
- (c) Description, SAC code, Classification & Value of Taxable Service provided
- (d) GST (CGST & SGST/UTGST or IGST) Amount

Payments to Service Provider for claiming GST (CGST & SGST/UTGST or IGST) amount will be made provided the above formalities are fulfilled. In case of statutory variation in GST (CGST & SGST/UTGST or IGST) during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of GST (CGST & SGST/UTGST or IGST) / statutory variation in GST (CGST & SGST/UTGST or IGST), should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential GST (CGST & SGST/UTGST or IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.

### 9.0 VEHICLE INSPECTION (PERIODIC AND RENEWAL INSPECTION):

The acceptance of a Vehicle in the service of APGDC will be subject to the inspection of the vehicles documents and the documents of the driver, by an officer Such inspection(s) will be carried out initially before the first acceptance of the vehicle and at an appropriate periodical or by surprise checks at the discretion of the ENGINEER-IN-CHARGE. The decision with regards to the acceptance or rejection of the vehicle/equipment, offered by the contractor(s) shall remain with the APGDC and its decision shall be final

and binding.

Any certificate obtained or produced by the contractor stating the condition of the vehicles offered/placed at the service of APGDC by any officer of Central or State Government Authority such as M.V.I. etc., as satisfactory shall not be binding on APGDC. APGDC has an absolute right to accept or reject the same.

### 10.0 REQUIREMENT & ADDITIONAL PLACEMENT OF VEHICLES:

10.1 During the currency of contract, the Company may increase / decrease the number of vehicles depending upon the requirement on the same rates, terms and conditions as stipulated in the contract and same shall be obligatory and binding on the contractor. APGDC shall have right to take on hire Vehicles in phased manner also, depending on the requirement In case of decrease in number of vehicles a notice of 7 days shall be given for de-hiring. In case of increase of number of Vehicles, the contractor has to supply the vehicle within a period specified in Clause 3, above.

### 11.0 LOG BOOK MAINTENANCE:

- 11.1 In case of not getting the log book filled-in correctly and properly or if there is any objection, the bill(s) may be returned for getting the objection(s) rectified. The logbook must be got filled-in from user on day-to-day basis.
- 11.2 Separate logbook for each month will require to be maintained for each vehicle. These shall be duly filled-up in all the columns and signed by the officer of the Company with all details. All the bills will be verified on the basis of logbook of the vehicle. If the name and designation of the user/officer is not clearly identified, the payment for such journeys may not be admitted.
- 11.3 Responsibility of obtaining the daily KM runs properly entered in the logbook in all respects to tally the distance run and places visited shall be entirely of the contractor.
- 11.4 The opening KM reading/closing KM reading shall be taken from the notified reporting place but not from the contractor garage/residence. The opening KM reading in logbook shall be filled immediately on report to duty. In case there is some difference, the excess difference will not be paid and bill(s) will be corrected accordingly and passed for payment.

### 12.0 <u>ACCIDENTS / DAMAGES / CLAIMS LIABILITIES</u>:

12.1 In the event of any accident or damages while the vehicle(s) is on the duty of APGDC shall be completely free from any liability of any nature connected with the accident/damage(s). The contractor himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or any person(s) or damage to any property or person. This



includes any third party claims. However, if the damage or loss is incurred by APGDC or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, the contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by APGDC on this account.

- 12.2 Contractor will be solely responsible for any consequences under laws, arising out of any accident caused by the vehicle(s)/equipment to the property or personnel of APGDC. Contractor shall also be responsible for any claim/compensation that arising out of such damage or injuries sustained by any third party including loss of life permanent injuries etc., by his/their vehicle(s), in addition to damages/disabilities/death etc. caused to the employees and the property of the company. Contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by the APGDC on this account.
- 12.3 Contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in the employment while on duty of the Company.
- 12.4 The Company shall not be responsible for any claim/compensation that arises due to damages/injuries/pilferage to the contractor's vehicles/property under any circumstances while the vehicle(s) is on duty of the Company.
- 12.5 It is the responsibility of the contractor to inform the user of the vehicle as well as the Engineer-in Charge or his authorized representative occurrence of any accident as early as possible to avoid any disruption to the company's operations, provide substitute vehicle and submit a detailed report to the Engineer-in Charge or his authorized representative within 24 hrs. for the record of Company.
- 12.6 Absence of vehicle due to any accident shall not entitle the contractor for any exemptions from the liabilities of the contract whatsoever. Arrangement of the alternative/substitute is the responsibility of the contractor.

### 13.0 INSURANCE:

- 13.1 Hired vehicle(s) should be fully / comprehensively insured by the contractor, at his own cost covering all risk and liabilities including strike & riots.
- 13.2 All liabilities arising out of the accidents, disturbances to the vehicle(s) operations of the APGDC will rest upon the contractor.
- 13.3 Contractor shall be responsible to submit copies of insurance cover and other documentation in respect of vehicles deployed with the company on the date of placement of vehicle. Contractor shall also be responsible for renewal of such insurance covers in time.

13.4 Contractor shall also insure and provide insurance cover to its staff including driver and cleaner, if so deployed with the vehicle.

### 14.0 **RATE**:

- 14.1 The Company shall pay for the services of the Vehicles at the rates mentioned in Schedule of rates enclosed.
- 14.2 The rates, offered should include all expenses fuel, oil, lubricants, establishment, all expenses on drivers like salary, bonus, overtime, uniform, as per labour regulations i.e. whatsoever is required for the specific performance of this contract including GST (CGST & SGST/UTGST or IGST). Such expenses shall include expenses on Regional Transport Authority and Government local and Municipal Authorities dues, comprehensive insurance, local services and any other expenses wherever or whatsoever necessary for the continuance/operation of such services including permits, repair and maintenance including the provisioning of the breakdown/ maintenance reserve taxi etc. provided that the maintenance of reserve taxi should not be allowed beyond reasonable time i.e. maximum 7 days unless otherwise approved by Engineer-In-Charge & subject to applicable deductions under clause no. 21 if not approved by Engineer-In-Charge.

### 14.3 RATES FOR ADDITIONAL RUN & NIGHT HALTS:

Rates for additional run beyond fixed Kms & out station night halt charges shall be FIRM for the vehicles on monthly/ regular basis and shall be paid extra as mentioned below:

SoR Item No.	Category	Extra Km Compensation	Night Halt Charges	Extra duty beyond 12 Hours	
NO.		(Rs. / Km)	(Rs. / Night)	(Rs. / Hour)	
A1	XUV 500 or Equivalent	10.6	200	70	
A2	Xylo or Equivalent	10.6	200	70	
A3	TUV 300 or Equivalent	10.6	200	70	
B1	Xylo or Equivalent	10.6	200	Not applicable	

Note: Extra Duty beyond 12 hours is applicable only in case of actual duty in a day from the time of reporting to the user on that day crosses 12 hours.

The rate of additional run and night halt charges mentioned above are inclusive of all taxes and duties except GST (CGST & SGST/UTGST or IGST) and cess thereupon. GST (CGST & SGST/UTGST or IGST) and cess thereupon shall be payable as per rate mentioned in Price Schedule.

14.3.1 Payment for extra Km travel will be regulated on quarterly basis as per following mechanism:

### Amount for Extra Kms Run = [A - (3XF)] X R

Where:

Total of actual Kms run in a quarter by all awarded

vehicles of similar category

Total of fixed Kms run in a quarter by all awarded vehicles of similar category

Rate per Km (fixed as indicated in above table) R

### **OPTIONAL VEHICLES ON CALL BASIS (if required)**

Bidders' quoting for SoR Item no. A2 and / or B1 may be required to deploy Call Basis Vehicles (refer Scope of Work) on specific need / call basis in the mentioned areas of operation.

Firm rates shall be paid for deployment of such call basis vehicles as below:

Vehicle Category	Estimated requirement	Rate for 80 Km / Day and / or 8 Hrs. Duty	Rate for extra Stay beyond 8 Hrs. duty	Rate for extra distance travelled above 80 Km / Day
Mitsubishi Lancer / Toyota Corolla / Honda Civic (or equivalent)	60 Days	Rs. 3300	Rs. 88 / Hr.	Rs. 15.40 / Km

The above items are optional and will be availed only when the requirement of the same arises.

### 15.0 ESCALATION / DE-ESCALATION:

The rates quoted by Vehicle Contractor(s) shall remain firm and unchanged during currency of the contract. However, APGDC shall consider increase / decrease in the rates during the contractual period, in the event of increase / decrease in retail prices of fuel vis-à-vis Base Price i.e. retail fuel Price in Kakinada on the Bid Submission date as per the following formula:

$$(R \times I) \div N$$

Where

Total Kms run during the month R

ı Increase / decrease of diesel Price Per Ltr. over Base

Price

Mileage of the Vehicle per Ltr. of Diesel (will be Ν taken

as 12 Km for A1, A2& B1 and 15 Km for A3)



The above compensation / reduction in payment is applicable only in case of increase / decrease in fuel prices beyond 3% of the prices prevailing at the time of bid submission.

Base Price will be the average price of fuel / Ltr. offered by IOCL / BPCL / HPCL agencies operating at Kakinada on the bid submission date.

Increase / Decrease of fuel Price during any specific month will be identified by considering the average monthly price of fuel in Kakinada for which the Bidder has to get daily rate chart of fuel for specific month from reputed retail agencies in Kakinada. Submission of daily fuel Rate Chart for specific month from reputed Retail Agencies in Kakinada will be pre-requisite for processing the monthly Bills.

- 15.1 The above formula shall also be used for reduction in rate per km., in case the fuel price is reduced.
- 15.2 The Escalation / De-escalation charges shall be claimed / settled along with the monthly Bills only. No separate claims will be entertained.
- 15.3 This will not be applicable for increase of spare parts, lube oil etc.
- 15.4 No claim whatsoever will be considered for increasing the monthly charges of the vehicles during the period of agreement entered on the basis of this calculation.
- 15.5 Contractor shall submit the actual bills in original issued by Diesel/Petrol/CNG out lets and shall claim the escalation / de-escalation along with his regular bills.
- 15.6 The diesel/Petrol/CNG rates prevailing at place of deployment as detailed in Scope of works will be taken as the basis for calculating escalation.

### 16.0 BILLING AND PAYMENT:

- 16.1 Contractor shall submit bills duly certified by designated officers of APGDC in respect of the service (vehicle wise) rendered by him in duplicate on monthly basis to APGDC and not in piece meal, in the prescribed Performa duly verified and certified by the user. The bills shall show date wise services rendered as per the logbooks. Contractor is required to submit the bills within 15 days of the following month, duly filled in all respect to Engineer-In-Charge or his authorized person. The bills complete in all respects will be processed and paid within 15 days from the date of receipt by the concerned F&A.
- 16.2 Contractor is required to submit e-banking account number with bank details within 7 days from date of award of work order. All payments will be made through e-banking only.



- 16.3 No claims whatsoever will be considered for increasing the charges during the period of agreement / extended period on basis of this tender.
- 16.4 Payment will be released for the correctly made bills normally within 15 working days from the date of submission of bills duly certified by EIC. APGDC shall not pay any interest for any delayed processing of bills.
- 16.5 No interest shall be payable on withheld amounts.
- 16.6 Recovery of Income Tax applicable as per Income Tax Act from the bills.
- 16.7 GST (CGST & SGST/UTGST or IGST) if applicable should be inclusive in quoted rate and breakup of GST (CGST & SGST/UTGST or IGST) to be indicated in SOR.

Final payment will be released on submission of No Objection Certificate and Indemnity Bond in the prescribed formats attached as Annexure I & Annexure II respectively to Special Conditions of Contract.

16.8 **PAYING AUTHORITY:** Paying authority shall be intimated at the time of Award to the successful bidder.

### 17.0 SECURITY DEPOSIT / BANK GUARANTEE:

- 17.1 The contractor shall furnish a total security deposit of 7.5% of the annualized contract value. SD may be submitted in the form of Nationalized Bank's Demand Draft drawn in favor of APGDC or Bank Guarantee in the prescribed Performa within 15 days from the date of FOA.
- 17.2 The Security deposit/bank guarantee shall liable to be forfeited/invoked in case of termination of the contract by the APGDC.
- 17.3 The Company reserves the right to recover from the security deposit / bank guarantee the balance amount, if any, which could not be recovered from the payments to the contractor under any of the clause of this contract.
- 17.4 Contractor shall be liable to pay further balance of recovery / claim if any, which could not be recovered from the payments to the contractor and/or from the security deposit/bank guarantee.
- 17.5 The Company shall not pay any interest on the Earnest Money or Security Deposit or performance guarantee furnished by the contractor.
- 17.6 The Bank Guarantee is towards performance guarantee for satisfactory performance of contract. The Bank Guarantee should be valid for 3 months beyond the original contract period and extension (if any). In the absence of such validity payments of all dues to the contractor will be withheld. On production of performance guarantee Earnest Money Deposit will be released.



- 17.7 The Security Deposit/bank guarantee, subject to recoveries, if any, shall be refunded to the contractor after the successful completion of this contract.
- 17.8 In case Contractor fails to carry out the job, as per the terms and conditions of the contract, the security deposit is liable to be forfeited and Bank Guarantee is to be invoked, without prejudice to any other right, which may have under this contract or otherwise.

### **18.0 TERMINATION:**

The Company may without prejudice to its rights against Contractor in respect of any delay or otherwise or any claims for damage, in respect of any breach of the terms of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, by notice in writing absolutely terminate the contract with immediate effect in any of the following cases:

- 18.1 In the event of the contractor going into liquidation or winding up his business or making arrangement with his creditors.
- 18.2 It is found that contract has been procured by submitting incorrect or incomplete statements by the contractor or by marking any misrepresentation including submission of forged documents.
- 18.3 If in the opinion of the Company, the contractor has delayed or suspended the facilities in terms of tender conditions.
- 18.4 In the event of any breach of the terms and conditions of the contract by Contractor or if the Contractor is found to be indulging in activity subversive to the Company's interest or activity prejudicial to the interests of the Company and for any other good or sufficient reasons.
- 18.5 Upon such termination of the contract the security Deposit is liable to be forfeited and bank guarantee to be invoked.
- 18.6 Notwithstanding anything contained above, APGDC may, as its sole discretion, terminate this contract by giving the contractor 30 days written notice to the effect, without assigning any reasons whatsoever. The contract shall be deemed to have expired on expiry of the original period of 20 months unless extended.

### 19.0 FORCE MAJEURE

19.1 When performance in whole or in part by the either party or any obligation under this Contract is prevented or delayed by reasons beyond the control of such Party, such contract becomes unenforceable due to force majeure conditions and shall remain so till such time the force majeure event continues. Such events are act of public enemy, civil commotion, sabotage, floods, explosions, epidemics, or acts of God. Party claiming protection of force majeure shall give notice to other Party in respect of such event within



'four [04] hours' from the occurrence thereof and neither party shall by reason of such event be entitled to have claim for hire charges/compensation/damages against the other in respect of such non-performance and/or delay in performance during such period.

### 20.0 PRICE REDUCTION SCHEDULE [PRS]

- 20.1 In the event of failure or delay of the Contractor in placing the required hired vehicles at the disposal of APGDC or vehicle is not in acceptable condition for any reason whatsoever, APGDC shall have the option to exercise any of the following rights:
  - (i) To make suitable alternative arrangement of the hired vehicle at the sole risk & cost of the Contractor, and recover such extra cost & expenses either from the amount due to the Contractor or from his 'Security Deposit', etc. Cost and expenses under this Clause however shall not be limited to the outstanding amount or 'Security Deposit', etc. due to Contractor and Contractor will be liable to refund the entire cost to APGDC.

OR

- (ii) APGDC shall have the right to recover from the Contractor "@1.5 times of the pro rata rate per day" on monthly hire-charges of a particular vehicle. However, APGDC reserves the right to terminate the Contract, in case vehicle(s) hired, remains absent from duty 'continuously for five [05] days' or 'ten [10] cumulative days' in a period of 'one [01] year' except for the permissible monthly one day off for maintenance".
- 20.2 Further, for any other violation of the provision of Contract, APGDC reserves the right to impose penalty "@Rs. 500.00 per such incident" per vehicle.
- 20.3 While submitting the Offer, Bidder must note the 'Recovery(s) in the Event of Failure(s) by Contractor', as per clause 21 below.
- 20.4 It is expected that the Bidders have apprised themselves of the service conditions under which the vehicles have to be used for APGDC.

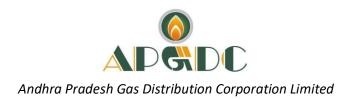
### 21.0 RECOVERY(S) IN THE EVENT OF FAILURE(S) BY THE CONTRACTOR(S)

SI.	Clause	Particulars	Penalty
No.	No. [of		
	"SCC"]		
1	3.3	After the specified period of deployment of vehicle, as has been mentioned at Clause-3.3	Rs. 1,000.00 per Day / per vehicle
2	5.3, 5.4, 5.11,	Non fulfillment of conditions specified	Rs. 1,000.00 per Day / per vehicle
	5.12		



3	5.5	Non-deployment of alternate vehicle of similar/matching type within seventy two [72] hours from the occurrence of accident. In case Contractor does not provide another vehicle of similar specifications within thirty [30] days from the date of accident, the Contract will be liable for cancellation/termination.	Rs. 1,000.00 per Day / per vehicle
4	5.7	In case cotton seat-covers are not clean / available and/or upholstery of vehicle is not washed / dry-cleaned / changed at least 'once in a month'.	Rs. 200.00 per Incident/ per day / per vehicle
5	5.8	In case of air conditioned vehicles, if the AC is not working	Rs. 500.00 per day per vehicle / day
6	5.7	For each occasion of non-wearing of uniform, including shoes by the drivers.	Rs. 200.00 per Incident/ per day / per vehicle
7	5.18	Non-deployment of similar / matching type of vehicle when the deployed vehicle is taken away for routine-servicing / maintenance.	Rs. 1,000.00 per Day / per vehicle
8		For violation of any provision of Contract	Rs. 500.00 per Incident /per vehicle

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### ANNEXURE V REVISED SCHEDULE OF RATES

			COLLEGE	-0 (00D)	ODOUG !			
			SCHEDULE OF RATE	=5 (SOR)	– GROUP A			
Tend	er No: APGDC/KKD/C&P/Vehicle/3004/2	017-18	<b>e-Tender No.:</b> 174500	)				
	e of Work: Hiring of Vehicles for Construct				e Proiect (F	Phase-1)		
	ency of Bid: Indian Rupees (INR)			<u> </u>				
	, , , , , , , , , , , , , , , , , , , ,							
Item	Details of Vehicle Required on 12	Vehicle- Months	Rate for Fixed Run of 3,000 Kms. per Vehicle-Month {incl. of Permit Charges, Road Tax, Octroi, Toll	the [Application of the content of t	and Cess ereon able extra a (4)]	Rate for Fixed Run of 3,000 Kms. per Vehicle-Month {incl. of Permit Charges, Road Tax, Octroi, Toll Tax, Parking	Amount for Fixed Km-Runs for Total Vehicle-Months{incl. of Permit Charges, Road Tax, Octroi, Toll Tax, Parking Charges, etc., all Taxes & Duties, incl. GST (and Cess thereon)}	
No.	Hour Basis with Base Station of Operation as Kakinada	Reqd. [Months]	Tax, Parking Charges, etc., all Taxes & Duties, except GST (and Cess thereon)} [Per Vehicle- Month]	%	Amount	Charges, etc., all Taxes & Duties, incl. GST (and Cess thereon)}  [` / Vehicle-Month]		
(1)	(2)	(3)	(4)		(5)	(6) = (4) + (5)	$(7) = (6) \times (3)$	
A1	XUV 500 or equivalent Model: Not more than 12 (twelve) months old on the date of deployment  Other Details: (1) Air-Conditioned (2) Fuel: Diesel (3) Model: 2017/2018 (4) Duty Hours per Day: 12 Hours	24						
A2	Mahindra Xylo or equivalent Model: Not more than 12 (twelve) months old on the date of deployment  Other Details: (1) Air-Conditioned (2) Fuel: Diesel (3) Model: 2017/2018 (4) Duty Hours per Day: 12 Hours	48						



TUV 300 or equivalent Model: Not more than 12 (twelve) months old on the date of deployment			
A3 Other Details: (1) Air-Conditioned (2) Fuel: Diesel (3) Model: 2017/2018 (4) Duty Hours per Day: 12 Hours	45		
			Name of Bidder:
			Name and Designation of Authorized Signatory of Bidder:

			SCHEDUL	E OF RA	TES (SOR) –	GROUP B		
	er No: APGDC/KKD/C&P/Vel							
	e of Work: Hiring of Vehicles f		n Activities of Kakinada	am Pipeline P	roject (Phase-1)			
Curre	ency of Bid: Indian Rupees (II	NK)						
Item No.	Details of Vehicle Required on 24 Hour Basis with Base Station of Operation as Kakinada	Vehicle- Months Reqd. [Months]	Rate for Fixed Run of 3,000 Kms. per Vehicle-Month {incl. of Permit Charges, Road Tax, Octroi, Toll Tax, Parking Charges, etc., all	thereon	and Cess [Applicable a on (4)]	Rate for Fixed Run of 3,000 Kms. per Vehicle-Month {incl. of Permit Charges, Road Tax, Octroi, Toll Tax, Parking Charges, etc., all Taxes & Duties,	Amount for Fixed Km-Runs for Total Vehicle-Months{incl. of Permit Charges, Road Tax, Octroi, Toll Tax, Parking Charges, etc., all Taxes &	
			Taxes & Duties, except GST (and Cess thereon)} [Per Vehicle-Month]	% Amo		incl. GST (and Cess thereon)} [` / Vehicle-Month]	Duties, incl. GST (and Cess thereon)}	
(1)	(2)	(3)	(4)		(5)	(6) = (4) + (5)	$(7) = (6) \times (3)$	
	Mahindra Xylo or equivalent Model: Not more than 12 (twelve) months old on the date of deployment							
B1	Other Details: (1) Air-Conditioned (2) Fuel: Diesel (3) Model: 2017/2018 (4) Duty Hours per Day: 24 Hours	42						
					<u>'</u>	Name of Bidder:		
						Name and Designation of Authorized Signatory of Bidder:		