



**Andhra Pradesh Gas Distribution Corporation Limited  
(A JV Company of APGIC & APGDC Gas Ltd)  
2<sup>nd</sup> Floor, Parishrama Bhavan,  
Fateh Maidan Road, Basheer Bagh, HYDERABAD - 500 004,  
Andhra Pradesh, India**

**Tender No. APGDC/C&P/KKD/SER/4724/2015-16**

**BID DOCUMENT**

**FOR**

**Hiring of Vehicle on Annual Contract basis**

**Contact Details**

**Andhra Pradesh Gas Distribution Corporation Ltd.**

**“Parishrama Bhavan”, 2<sup>nd</sup> Floor,**

**Fateh Maidan Road,**

**Basheer Bagh,**

**Hyderabad – 500 004 (AP)**

**Ph: 040-67304930**

**Fax: 040-67304951**

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# **SECTION - I**

# **INVITATION FOR BIDS (IFB)**

DETAILED ROUTE SURVEY FOR KSPL



Andhra Pradesh Gas Distribution Corporation Ltd.  
2<sup>nd</sup> Floor, Parishrama Bhavan, Basheer Bagh, Hyderabad-500004 (AP)

INVITATION FOR BID (IFB)

Ref.: APGDC/C&P/KKD/SER/4724/2015-16

Date: 08.06.2015

To,  
M/s.....

Sub: Hiring of Vehicle on Annual Rate Contract basis for the use of  
APGDC, Kakinada Office

Dear Sirs,

1.0 APGDC Limited, Hyderabad, invites bids on Open Domestic Competitive Bidding basis for *Hiring of Vehicle on Annual Rate Contract basis for the use of APGDC, Kakinada Office*, under single stage two envelopes system from competent agencies meeting the Bidder's Eligibility Criteria as stated in the detailed Bid Document attached.

2.0 **BID EVALUATION CRITERIA (BEC):**  
**The bidder should have successfully executed atleast one vehicle contract for a Corporate in the last 5 years. Bidder shall submit "Copy of Work order to establish his experience criteria meeting BEC"**

APGDC may also seek any other document(s) as per above criteria.

*All supporting documents are to be furnished duly attested by "Notary Public". The seal of the Notary Public with his name and Regn. No. should be clear.*

**3.0 DETAILS OF BID DOCUMENT:**

4.1	Due date and time for submission of the bid	Latest by 1400 hrs. (IST) on 29.06.2014
4.2	Date, time and Venue of opening of Un-priced Bids	At 1500 hrs. (IST) on 29.06.2014 in APGDC's Office, Hyderabad.
4.3	Duration of Contract	For a period of One year from the date of deployment of Vehicle which is extendible by another one year on the same rates, terms and conditions at the discretion of APGDC.

- 4.0 If the particular day happens to be a declared holiday in APGDC, Hyderabad, the next working day shall be considered. This is a ZERO Deviation Bidding Document.
- 5.0 Bidder is to ensure compliance of all provisions of the Bidding Document and submit their bid accordingly. Bid with any deviation to the bid conditions shall be liable for rejection.
- 6.0 APGDC will appreciate submission of offer based on the terms and conditions in the enclosed Conditions of the Contract to avoid wastage of time and money in seeking clarifications on commercial aspects of the offer.
- 7.0 The bid will be submitted in two parts as follows:

**PART-I (UN-PRICED BID) – Envelope 1**

Un-priced bid must be complete with all technical details along with all other required documents including price schedule WITH PRICE BLANKED OUT, etc., duly filled in and signed with seal. In addition documents as mentioned under Clause 7.0 above shall also be submitted in physical form.

**PART-II (PRICED BID) - Envelope 2**

Price bid should contain only the prices, without any condition whatsoever.

- 8.0 Bids complete in all respects should be submitted on or before due date and time of Last date of Bid submission. Bids cannot be submitted after the due date and time.
- 9.0 Bids should be valid for 3 (three) months from the bid due date.
- 10.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 11.0 APGDC reserves the right to accept or reject any or all tenders received at its absolute discretion without assigning any reason whatsoever.

**12.0 BIDS FROM CONSORTIUM: NOT PERMITTED**

**13.0 GENERAL**

13.1 No extension in the bid due date/time shall be considered on account of delay in receipt of any document.

13.2 Bidder can download the Bid Document from APGDC's website [www.apgdc.in](http://www.apgdc.in). Corrigenda/Addenda, if any, shall also be available on the referred web sites. Further, bidder shall give an undertaking on their letter head that the content of the bidding document have not been altered or modified in **Format F-6**.



13.3 APGDC will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or outcome of the bidding process.

13.4 APGDC reserves the right to reject any or all the bids received or cancel the tendering process at any time at its discretion without assigning any reason whatsoever.

**\*Please specify Bid Document No. APGDC/C&P/KKD/SER/4724/2015-16 in all future correspondence.**

**THIS IS NOT AN ORDER.**

This Invitation of Bids (IFB) is an integral and inseparable part of the Bid Document.

**Yours faithfully,  
For APGDC Limited**

**Vice-President (Projects)**

# **SECTION - II**

## **INSTRUCTIONS TO BIDDERS**

### **(ITB)**

DETAILED ROUTE SURVEY FOR KSPL

## **Instructions to Bidders (ITB)**

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DETAILED ROUTE SURVEY FOR KSPL





## **INSTRUCTIONS TO BIDDERS (ITB)**

### **GENERAL**

#### **1. SCOPE OF BID**

- 1.1. The Purchaser/Owner/APGDC/Owner's Representative as defined in the General Conditions of Contract-Works, hereinafter "the Owner" wishes to receive bids for the "**Hiring of Vehicle on Annual Rate Contract basis for the use of APGDC, Kakinada Office**" as described in the bidding document.
- 1.2. SCOPE OF WORK: The scope of work shall be as defined in the bidding document.
- 1.3. The successful Bidder will be expected to complete the Scope of work within the period stated in Special Conditions of Contract.
- 1.4. Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/tendered", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

#### **2. ELIGIBLE BIDDERS**

- 2.1. Bidders shall, as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to commit the bidder.
- 2.2. Pursuant to Bid Evaluation Criteria specified in Invitation for Bid (IFB), the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting Bid Evaluation Criteria.
- 2.3. The Bidder shall furnish, as a part of his bid, documents establishing the bidder's eligibility to bid and his qualification to perform the contract if his bid is accepted.
- 2.4. Bidder shall not be affiliated with a firm or entity.
  - (i) That has provided consulting services related to the work to the Owner during the preparatory stages of the works or of the project of which the works form a part.
  - (ii) That has been hired by the Owner as Engineer / Consultant for the contract.
- 2.5. The Bidder shall not be under a declaration of ineligibility by Owner for corrupt or fraudulent practices as defined in ITB Clause 35.

- 2.6. The Bidder is not put on holiday / blacklisted by APGDC or GAIL/EIL/MECON/J P Kenny-Wood Group/TE/HRCP etc.) or put on holiday / blacklisted by any Government Department/ Public Sector on due date of submission of bid. Bidders are required to submit declaration in their letter head as per the format given in the tender document.
- 2.7. While evaluating the bids, pursuant to Bid Evaluation Criteria (BEC) as specified in the Notice of Invitation for Bids (IFB), bidder's past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of the Owner shall be final and binding on the bidder.

### **3. ONE BID PER BIDDER**

- 3.1. A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
- 3.2. Alternative bids are not acceptable.

### **4. COST OF BIDDING**

- 4.1. The Bidder shall bear all costs associated with the preparation and submission of the bid, and Owner/ Consultant will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

### **5. SITE VISIT: CLAUSE DELETED.**

## **BIDDING DOCUMENTS**

### **6. CONTENT OF BID DOCUMENT**

- 6.1. The Bid Documents hosted on APGDC website is as stated below and should be read in conjunction with any addenda issued/hosted in accordance with clause 8 of ITB.
- 6.2.
- |             |   |   |
|-------------|---|---|
| Volume I    | : | Tender Document (Commercial & Technical)      |
| Section-I   | : | Notice Inviting Tender (NIT)                  |
| Section-II  | : | Instruction to Bidders (ITB)                  |
| Section-III | : | General Conditions of Contract – (GCC– Works) |
| Section-IV  | : | Scope of Work/Specifications                  |
| Section –V  | : | Special Conditions of Contract (SCC)          |
| Section-VI  | : | Schedule of Rates (SOR)                       |
- 6.3. The Bidder is expected to examine all sections of bid document containing instructions, forms/formats, terms, specifications and drawings, etc.,

enclosed in the bid document. The invitation for bid (IFB) together with all its attachment thereto, shall be considered to be read, understood and accepted by the Bidder. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at Bidder's risk and may result in the rejection of the Bid.

## **7. CLARIFICATION ON BID DOCUMENTS**

- 7.1. A prospective Bidder requiring any information or clarification of the bidding documents may notify APGDC in writing or by fax/e-mail/post at APGDC mailing address indicated in the bid document. APGDC will respond in writing to any request for information/clarification of the bidding documents, which it receives at least 02 (Two) working days before the Pre-Bid meeting date. Written copies of APGDC response (including an explanation of the query but without identifying the source of the query) will be sent to bidders and same will be hosted on the APGDC website before the bid due date.

## **8. AMENDMENT OF BID DOCUMENTS**

- 8.1. At any time prior to the bid due date, the Owner may, for any reason, whether on its own requirement or in response to a clarification requested by a prospective Bidder, modify the bidding documents by issuing addenda and or Corrigendum.
- 8.2. Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause-6. These shall also be hosted on the website as mentioned in Clause- 7 above. All the prospective bidders who have attended the Pre-Bid Meeting/ submitted Bid Document Fee till date shall be informed by email/post about the addendum /corrigendum/ clarifications to bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s) / corrigendum (s) / clarifications to bidders query hosted on the above websites before submitting the bid.
- 8.3. The Owner may, at its discretion, extend the bid due date in order to allow prospective Bidders a reasonable time to submit their most competitive bid taking into account the addendum(s) / corrigendum (s) / clarifications to bidders query issued.

## **PREPARATION OF BIDS**

### **9. LANGUAGE OF BID**

- 9.1. The bid prepared by the Bidder as well as all correspondence/ drawings and documents relating to the bid exchanged by Bidder and the Owner shall be written in English language. Any printed literature furnished by

the Bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

## **10. DOCUMENTS COMPRISING THE BID**

10.1.1. Techno-commercial / **Un-priced Bid (Part-I)** shall contain all Formats duly filled and signed.

### **10.2. Envelope Part II : “Priced Bid”**

Bidder shall download the Schedule of Rates which is uploaded on website. Bidder shall submit Schedule of Rates duly filled in and strictly as per format without altering the content of it.

## **11. BID PRICES**

11.1. The bidder shall quote bid Prices on the appropriate format for “Schedule of Rates” enclosed as part of bidding document.

11.2. The bidder shall quote the prices for items in the Schedule of Rate after careful analysis of cost involved for the performance of complete scope of work, scope of supply after considering all parts of the Bidding Document. In case, any activity though specifically not covered but is required to complete the work as per scope of Work, scope of supply, specifications, standards, drawings, GCC, SCC or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

11.3. Bid for part scope of work quoted shall be rejected.

11.4. Prices must be filled in format for “Schedule of Rates” enclosed as part of bidding document. If quoted in separate type sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.

11.5. Prices quoted should be inclusive of all charges towards complete scope of work, all taxes, duties, levies, license fees and also payment towards third party charges, if any etc. except service tax. Rate of service tax and cess thereafter should be indicated separately in Price Schedule / Schedule of Rates.

11.6. Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation except statutory variation in Service Tax. However, any increase in the rate of Service tax beyond contractual completion period shall be on contractor’s account whereas any decrease in the rate of service tax shall be passed on to the employer.

11.7. Any new tax & duties if imposed by Govt of India/Govt of AP on output services after the Bid Due Date but before the contractual delivery/completion shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to Govt. authorities and after ascertaining its applicability with reference to the contract. However, if such new taxes etc. is in substitution of existing taxes same will be considered on merit of each case.

11.8. Conditional discount, if offered, shall not be considered for evaluation. Bidders separation of the price components as aforesaid will be solely for the purpose of facilitating the comparison of bids by APGDC and will not in any way limit APGDC's right to contract on any of the price basis/terms offered basis.

**12. BID CURRENCY** shall be in Rupees only.

**13. PERIOD OF VALIDITY OF BIDS**

13.1. The bid shall remain valid for acceptance for **three (3)** months from the bid due date. Bid valid for a shorter period is liable to be rejected being non-responsive.

In exceptional circumstances, prior to expiry of the original bid validity period, the Owner may request that the Bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (sent by fax/post/e-mail).

**14. BID SECURITY - NOT APPLICABLE**

**15. PRE-BID MEETING - not applicable**

**16. FORMAT AND SIGNING OF BID**

The bidder shall submit bid as per guidelines given therein in bid document. The bid shall be signed by the person or persons duly authorized to sign on behalf of the bidder. The bid shall contain no alterations, omissions or additions, unless such corrections are initialled by the person or persons signing the bid.

**17. ZERO DEVIATION**

Bidder to note that this is a ZERO deviation tender. Owner will appreciate submission of offer based on the terms and conditions, Scope, etc. of Tender document to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the bid. Bids with any deviation to the bid conditions shall be liable for rejection.

## **18. PAYMENT**

APGDC shall effect payments to suppliers and Contractors through A/c payee cheques. However to facilitate the payments electronically, the bidder should submit his account details in enclosed format to facilitate payments through RTGS/NEFT mode.

### **SUBMISSION OF BIDS**

## **19. SEALING AND MARKING OF BIDS**

19.1. Bid shall be submitted in the following manner in separate envelopes duly superscribed as below:

Envelope-1 - Techno-commercial/Un-priced bid  
Envelope-2 - Priced Bid

Sealed envelope containing the above 2 sealed envelopes shall be addressed to Chief Operating Officer, APGDC and submitted at address given below before due date & time.

**Vice-President (Proj), Andhra Pradesh Gas Distribution Corpn. Ltd.,  
2<sup>nd</sup> Floor, Basheer Bagh, Hyderabad-500004.**

Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.

19.2. If the envelope is not sealed and marked as above, the Owner will assume no responsibility for the misplacement or premature opening of the bid.

## **20. DEADLINE FOR SUBMISSION OF BID**

20.1. The deadline for submission of bid shall be as mentioned in IFB.

## **21. LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE**

21.1. Unsolicited bid or late bids will be returned to such bidders.

## **22. MODIFICATION AND WITHDRAWAL OF BIDS**

22.1. The bidder may modify, re-submit or withdraw its bid after the bid submission, but, before the due date of submission as per provision of tendering system of APGDC. No bid shall be modified after the deadline for submission of bid.

- 22.2. No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form.

### **BID OPENING AND EVALUATION**

#### **23. BID OPENING**

- 23.1. Un-Priced Techno-Commercial bid opening.
- 23.2. The Owner will open, in the presence of bidders' designated representatives, Un-priced Part of bid (Part-I) at date and time as stipulated in IFB at APGDC office. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 23.3. Bidder's names, the presence (or absence) and amount of bid security, and any other such details as APGDC may consider appropriate will be announced by APGDC.

#### **24. PROCESS TO BE CONFIDENTIAL**

- 24.1. Information relating to the examination, clarifications, evaluation and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other person officially concerned with such process. Any effort by a bidder to influence the Owner in any manner in respect of bid evaluation or award will result in the rejection of that bid.

#### **25. CONTACTING THE OWNER**

- 25.1. From the time of the bid opening to the time of the award, if any Bidder wishes to contact the Owner for any matter relating to the bid, it should do so in writing.
- 25.2. Any effort by a Bidder to influence the Owner in any manner in respect of bid evaluation or award will result in the rejection of that bid.

#### **26. EXAMINATION OF BIDS & DETERMINATION OF RESPONSIVENESS**

##### **26.1. Techno-Commercial Bid Evaluation**

- 26.1.1. The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the



documents have been properly signed, and whether the bids are generally in order.

- 26.1.2. Prior to the detailed evaluation, the Owner will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.
- 26.1.3. No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened and returned un-opened to such bidder(s).
- 26.1.4. The Owner determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the bidder by correction of the nonconformity.
- 26.1.5. The Owner will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Owner will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:
- a. Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness/ specifications defined in the bid document, consistency and detail will be rejected as non-responsive.
  - b. Any other relevant factor, if any that the Owner deems necessary or prudent to be taken into consideration.
- 26.1.6. Requisite forms contains all necessary information including those required for meeting qualifying criteria stipulated in IFB, etc.

## **27. PRICE BID OPENING**

- 27.1. The Owner shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-



commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.

- 27.2. The Owner will open price bids of all bidders notified to attend price bid opening in presence of authorized bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid- opening statement evidencing their attendance.
- 27.3. The bidder's name, prices, and such other details as the Owner, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

## **28. EVALUATION AND COMPARISON OF BIDS**

- 28.1. Tender shall be evaluated based on sum of total quoted price for full scope of work as per SOR.
- 28.2. The evaluation of all responsive bids to arrive at lowest evaluated offer shall include the following:
- i) The quoted cost including all taxes and duties for scope of work after arithmetic correction
  - ii) Less "CENVARIABLE Service Tax"
- 28.3. In case a bidder does not quote for any items of schedule of prices, and the estimated price impact of unquoted items is more than 10% of the quoted price, the bid will be rejected. If such price impact of unquoted items is 10% or less of his total quoted price and under special circumstances, Owner decide to consider the bid, then for the purpose of comparison, the unquoted items shall be loaded by price impact calculated on the basis of highest of the rates quoted by other bidders and estimated rate. If such bidder happens to be selected bidder, price of unquoted items shall be considered built up in the quoted price and no extra cost shall be payable for such items.
- 28.4. Any uncalled for lump sum/percentage or adhoc reduction / increase in prices, offered by the Bidder after opening of the prices, shall not be considered.
- 28.5. Purchase preference to Central Public Sector Undertaking/ Enterprises as per Government of India guidelines in vogue at the time of price bid opening shall be considered for evaluation of the price bids.
- 28.6. Offers will be evaluated on Section wise basis, i.e. separately for each Section.

- 28.7. Bidders may quote for either one or two "Section (s)". However, bidders must quote for all the items (and for their entire quantities) against each quoted Section. If any bidder fails to quote for any item against a quoted Section, bidder's bid for that Section shall be evaluated as per provision mentioned at para 29.3 above.
- 28.8. Contract will be awarded on "Least-Cost-to-APGDC" basis". In such a case, after selection.

### **AWARD OF CONTRACT**

#### **29. AWARD OF WORK**

- 29.1. The Owner will award the Contract to the successful bidder(s) whose bid has been determined to be substantially responsive, meets the technical & financial criteria and/or have been determined as a lowest bid on least cost basis to Owner and capacity of Bidders is as per qualification criteria based on IFB and is determined to be qualified to satisfactorily perform the Contract.
- 29.2. Owner also reserves the right to negotiate the quoted prices before award of work.

#### **30. OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID**

- 30.1. The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for Owner's action. Owner also reserves the right to split the scope of services between two or more parties.

#### **31. NOTIFICATION OF AWARD**

- 31.1. Prior to the expiration of period of bid validity, APGDC will notify the successful bidder in writing by fax/e-mail to be confirmed in writing, that his bid has been accepted. The notification of award/FAX of Acceptance will constitute the formation of the Contract.
- 31.2. The Progressive Delivery / Completion period shall commence from the date of notification of award / Fax of Acceptance (FOA).
- 31.3. The notification of award will constitute the formation of a Contract until the Contract has been effected pursuant to signing of Contract as per Clause-33 of ITB.

## **32. CONTRACT AGREEMENT**

- 32.1. Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed this bid document together with the annexed documents, modifications, deletions agreed upon by the Owner/Consultant and bidders acceptance thereof shall constitute a binding contract between the successful Bidder and Owner/Consultant based on terms contained in the aforesaid documents and the finally submitted and accepted rates.
- 32.2. The Contract document shall consist of the following:-
- a) Original Bidding Document along with its enclosures issued.
  - b) Amendment / Corrigendum to original Bidding Document issued, if any
  - c) Fax of Acceptance.
  - d) Detailed Letter of Award/Acceptance and enclosures attached therewith.
- 32.3. After the successful bidder has been notified for acceptance of his bid, the bidder is required to execute the Contract Agreement within 15 days of receipt of Fax of Acceptance in the form provided in the Bidding Documents. The Contract Agreement is to be executed on the non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor).
- 32.4. In the event of failure on the part of the successful bidder to sign the Agreement within the above-stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

## **33. PERFORMANCE GUARANTEE**

- 34.1 Within 'fifteen [15] days' of the receipt of the "Fax of Acceptance [FOA]" from APGDC, the successful Bidder shall furnish the 'Contract Performance Security / Security Deposit' for an amount equal to 7.5% of Contract value in the form of either 'Banker's Cheque' or 'Demand Draft' or Bank Guarantee (as per format enclosed).
- 34.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the 'Earnest Money / Bid Security', in which event APGDC may award the Contract to the next lowest evaluated Bidder or call for new Bids.

### **34. CORRUPT AND FRAUDULENT PRACTICES**

34.1. The Owner requires that Bidders/Contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Owner defines, for the purpose of this provision, the terms set forth below as follows:

- i) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in contract execution; and
- ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Owner, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.

34.2. The Owner will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question:

### **35. CENVAT/ VAT CREDIT**

35.1. Bidders shall provide required documents for availing Cenvat Credit applicable on Service Tax as per prevailing rules.

### **36. FLASE/ FORGED DCOUMENTS**

- a) Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of Earnest Money Deposit.
- b) In case, the information/ document furnished by the vendor/ contractor forming basis of evaluation of his bid is found to be false / forged after the award of the contract, APGDC shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/ contractor without any prejudice to other rights available to APGDC under the contract such as forfeiture of CPBG / Security Deposit, withholding of payment etc.
- c) In case this issue of submission of false documents comes to the notice after execution of work, APGDC shall have full right to forfeit any amount due to the vendor/ contractor along with forfeiture of CPBG/ Security Deposit furnished by the vendor/ contractor.

- d) Further, such bidder/ vendor / contractor shall be put on Blacklist/ Holiday list of APGDC debarring them from future business with APGDC.

**37. ERRANT BIDDER:**

In case after price bid opening the lowest evaluated bidder (L-1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, APGDC Limited shall forfeit the earnest money/ bid security paid by the bidder and such bidder shall be debarred from participation in re-tendering of the same job (s)/ item (s)

DETAILED ROUTE SURVEY FOR K...

# FORMS AND FORMATS

DETAILED ROUTE SURVEY FOR KSPL



**FORM F-1**  
**BIDDER'S GENERAL INFORMATION**

Tender No. APGDC/C&P/KKD/SER/4724/2015-16

To  
APGDC Limited,  
Hyderabad

1-1	Bidder Name:	
1-2	Number of Years in Operation	
1-3	Address of Registered Office	_____ City: _____ District: _____ State: _____ PIN/ZIP : _____ Phone: _____ Email: _____
1-4	Name of Contact Person	
1-5	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act).  (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
1-6	PAN No. (Enclose copy of PAN)	
1-7	Service Tax Registration No. (Enclose copy of service tax registration certificate)	

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:

**Note: This should be submitted on the Letter Head of the Bidder**



**FORM F-2  
BID FORM**

Tender No. APGDC/C&P/KKD/SER/4724/2015-16

To

APGDC (India) Limited,

Our Bid Reference: \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir,

After examining/reviewing the Bidding Documents No. APGDC/C&P/KKD/SER/4724/2015-16KSPL/SER/4724 /2015-16 including technical specifications, drawings, General and Special Conditions of Contract and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job Hiring of Vehicle on Annual Rate Contract basis for the use of APGDC, Kakinada Office and in conformity with, the said Bid Documents, including Addenda Nos. \_\_\_\_\_.

We confirm that this bid is valid for a period of four (3) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance security equal to 7.5% (Seven point Five cent) of the Contract Price, for the due performance with in fifteen days of such award.

Until a final Agreement is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any bid that you may receive.

SEAL AND SIGNATURE

NAME & DESIGNATION

DATE:

Duly authorized to sign bid for and on behalf of M/s. \_\_\_\_\_

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:





LETTER OF AUTHORITY  
**FORM-3**

Tender No. APGDC/C&P/KKD/SER/4724/2015-16

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT  
NEGOTIATIONS/CONFERENCES

No.

Date:

APGDC India Limited,

Dear Sir,

We \_\_\_\_\_ hereby authorize following representative(s) to attend un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

1) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

2) Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

We confirm that we shall be bound by all commitments made by aforementioned authorised representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. Power of Attorney should be enclosed along with this format.

Not more than two persons are permitted to attend Pre-bid, techno –commercial un-priced and price bid opening.



**FORM F-4**  
**NO DEVIATION CONFIRMATION**

Tender No. APGDC/C&P/KKD/SER/4724/2015-16

APGDC India Limited,

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)

DETAILED ROUTE SURVEY FOR APPL



**Form F-5**

**FORMAT F-12 [PROFORMA FOR CONTRACT AGREEMENT]**

FOA/LOA No. APGDC /

Dated \_\_\_\_\_

Contract Agreement for the work of \_\_\_\_\_ of APGDC Limited made on \_\_\_\_\_ between (Name and Address) \_\_\_\_\_, hereinafter called the “CONTRACTOR” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and Andhra Pradesh Gas Distribution Corporation Limited hereinafter called the “EMPLOYER” (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

**WHEREAS**

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression “CONTRACT” wherever herein used.

**AND WHEREAS**

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved

by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

AND

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.



The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and  
on behalf of EMPLOYER.  
APGDC Limited

Signed and Delivered for and  
on behalf of the CONTRACTOR.  
(Name of the Contractor)

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

**IN PRESENCE OF TWO WITNESSES**

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. \_\_\_\_\_  
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\_\_\_\_\_  
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DETAILED ROUTE SURVEY FOR KSPL



**FORMAT F-6 [DECLARATION]**

We confirm that we are not under any liquidation, court receivership or similar proceedings.

We also confirm that we have not been banned or delisted by any Government or Quasi Government agencies of PSU. Further, we confirm that we have not been put on Holiday list of APGDC/GAIL or any of its PMC (i.e. M/s EIL, MECON, Tracabel & HRC Projects, Wood Group Kenny).

We confirm that contents of Bid Document have not been altered or modified.

Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:

**Note: This should be submitted on the Letter Head of the Bidder**

DETAILED ROUTE SURVEY FOR KSP



**PROFORMA OF BANK GUARANTEE  
FOR CONTRACT PERFORMANCE (UNCONDITIONAL)**  
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

M/s. APGDC (India) Limited,

Dear Sirs,

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (hereinafter called the "CONTRACTOR" which expression shall wherever the context so require include its successors and assignees) have been awarded the work of \_\_\_\_\_ for APGDC (India) Limited, New Delhi.

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Initial/full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalised Bank, undertaking full responsibility to indemnify APGDC (India) Limited. (hereinafter called "OWNER" which expression shall wherever the context so require, include its successors and assignees) in case of default.

The said \_\_\_\_\_ has approached the BANK (hereinafter called "BANK", which expression shall wherever the context so require include its successors and assignees) and at their request and in consideration of the premises, we, having our office at \_\_\_\_\_ have agreed to give such guarantee as hereinafter mentioned.

1. We \_\_\_\_\_ hereby undertake to give the irrevocable and unconditional guarantee with you that if default shall be made by M/s. \_\_\_\_\_ in performing any of the terms and conditions of the Contract or in payment of any money payable to APGDC (India) Limited. We shall on first demand without demur, reservation, contest, recourse or protest and/or without reference to the CONTRACTOR pay to OWNER in such manner as OWNER may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as OWNER may from time to time require.
1. OWNER will have the full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on OWNER under the contract with the said CONTRACTOR and to enforce or to forbear from enforcing any powers or rights or by reason of time being given to the said CONTRACTOR and such postponement or forbearance would not have the effect of releasing the BANK from its obligation under this DEBT.

2. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from BANK in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by OWNER in the BANK shall be conclusive and binding. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liberty with reference to matters aforesaid or any of their or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of releasing the BANK.
3. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the CONTRACTOR but shall in all respects and for all purposes be binding and operative until payment of all money due to OWNER in respect of such liabilities is paid.
4. This guarantee shall be irrevocable and shall remain valid upto \_\_\_\_\_ (This date should be 90 (Ninety) days after the expiry of defect liability period) in accordance with the terms of contract which period is deemed to complete on \_\_\_\_\_. The BANK undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the Guarantee contained shall continue to be enforceable till the OWNER discharges this guarantee. However, if for any reason, the CONTRACTOR is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting in extension of defect liability period or the CONTRACTOR fails to perform the work fully, the BANK hereby agrees to further extend this guarantee at the instance of the CONTRACTOR till such time as may be determined by the OWNER. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s \_\_\_\_\_ on whose behalf this guarantee is issued.
5. The BANK also agrees that OWNER at its option shall be entitled to enforce this guarantee against the surety, as a principal debtor in the first instance without proceeding against CONTRACTOR and not withstanding any security or other guarantee that OWNER may have in relation to the CONTRACTOR's liabilities.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 24 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 24% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Delhi Courts.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand





declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

- 9. We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney / Resolution of the Board of Directors dated\_\_\_\_\_ accorded to him by the bank.

Yours faithfully,  
(Signature of a person duly  
authorised to sign on behalf of the Bank)

Place:

WITNESS:

- 1..... (Signature)  
..... (Printed Name)
- 2. .... (Designation)  
..... (Common Seal)

DETAILED ROUTE SURVEY FOR KSPH



## **SECTION - III**

# **SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT**

**TENDER NO. APGDC/C&P/KKD/SER/4724/2015-16**

### Scope of Work

1. Vehicle (s) to be provided with factory fitted devices such as A/C and all other major components.
2. Vehicle(s) are for regular and continuous use, for a period of one year and extendible by another one year on the same rates, terms and conditions at the discretion of APGDC and must be Ex-showroom.
3. Total run of a vehicle during the contract period or its extended period is not to exceed 1.5 lakh kms. In case a vehicle(s) has run 1.5 lakh KM such vehicle(s) has to be discontinued and replaced by similar or better specifications vehicle(s) till the end of the contract period or extended period.

(a) Deployment of vehicles and area of operation:

The area of operations and place of reporting of following diesel driven vehicles shall be as under:

**Table: 1**

S.No	Type of Vehicle (A/C)	Duty Hours	Monthly Fixed Kms	Area of operation	Place of Reporting
1	Tata Indica Vista	12 Hours (6 days a week)	2500	In and around Kakinada (Kakinada-Vizag pipeline route)	APGDC Office, Kakinada

The vehicle(s) deployed must have necessary **taxi permit** for movement in area of operation as specified above. The award of contract to the successful bidder 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 responsive Bidder(s), as per APGDC's decision which cannot be challenged by the bidder(s)

- (i) Vehicle(s) deployed should be duly registered with RTO under valid permit(s), all taxes paid, comprehensively insured covering the risk of all passengers travelling in the vehicle(s). Vehicle(s) should have valid permit(s), required tools, spare wheels, portable fire extinguisher and spare for repairs to be carried out en-route.
- (ii) 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 EIC.
- (iii) The contractor shall ensure that the driver of the vehicle is given "one (01) day's off in a week".

(iv) Specification of Vehicles

Following minimum details of vehicles must be included in tender:

- (a) Type of vehicles- Tata Indica Vista (AC)
- (b) Fuel (Diesel)
- (c) Drive (2 Wheel)
- (d) Seating capacity -05 including driver
- (e) Minimum run per month: Refer Table-1 above
- (f) Duty hours per day: Refer Table-1 above
- (g) Year of manufacture of required vehicle(s): Not earlier than Jan. 2015

4. The following Table-2 indicates the requirement of Diesel Driven vehicles **on call basis (as and when required)** and the area of operation is in and around Kakinada.

**Table: 2**

S No	Description
1	Tata Indica Vehicle for 08 hours 80 Kms
2	Rate for Extra Km beyond 80 Km (per Km)
3	Rate for Extra Hour beyond 8 hours (per hour)

5. The following Table-3 indicates the requirement of Diesel Driven vehicles on call basis (as and when required) and the area of operation is from Rajahmundry to Kakinada and back.

**Table: 3**

S.No	Type of Vehicle (A/C)	Duty Hours	Kms	Area of operation	Place of Reporting
1	Tata Indica	10 Hours	150	From Rajahmundry	Shall be intimated depends of requirement
2	Toyota Innova	10 Hours	150	From Rajahmundry	Shall be intimated depends of requirement
3	Swift Dezire/ Logan/Verito /Indigo (Sedan)	10 Hours	150	From Rajahmundry	Shall be intimated depends of requirement

Bidder shall quote their prices for the items at Table-2 and Table-3 under SOR-2 and SOR-3. However, these rates shall not be considered for evaluation and placement of award.

## **SPECIAL CONDITIONS OF CONTRACT**

### 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 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.

1.4 The intending bidder shall be deemed to have visited the site. Non familiarity with site conditions 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 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. 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 "CHARGES" means the charges (normal duty hours) of Vehicles per month with prescribed kilometers.

2.3 "COMPANY" means APGDC Office 2nd Floor,5-9-59/B Fateh Maidan Road Parishram Bhavan, Hyderabad-500004

2.4 "CONTRACTOR" means any proprietorship/partnership firm or company to whom the contract is awarded for deployment of contract carriage vehicles on hire to the Company.

2.5 "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.)

2.6 "DAY" means day starting from 0000 hrs to 2400 hrs.

2.7 "DISTANCE" means the distance by the shortest approachable route unless otherwise specified.

2.8 "HOUR" means an hour of sixty minutes. For the purpose of hire 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.

2.9 "MONTH" means a complete calendar month of the year.

2.10 "NIGHT HALT" means overnight stay of Vehicles at any place / in any area beyond its designated reporting place/places.

2.11 "PRO-RATA HOUR RATE" means a rate arrived at by the following formula:

For 12 hrs duty =  $\frac{\text{Monthly fixed charges}}{30 \times 12 \text{ hrs}}$

2.12 "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.

2.13 "SCHEDULE OF RATES" rates to be filled/ Attached to this contracts

2.14 "SEATING CAPACITY" means the number of passengers the Vehicles can carry including the driver.

2.15 "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.

2.16 Vehicle: As per the specifications given hereunder:

2.16.1 "Indica" means contract carriage of a light passenger motor vehicle fitted with all necessary fittings and accessories, along with valid registration, taxi permit, insurance document and driver. The vehicle must be diesel driven Indica eV2 model and Tata Motors make. Factory fitted Air-conditioned with all necessary features.

### 3. PERIOD OF CONTRACT:

3.1 The contract will be valid initially for a period of 12 months with a provision to extend the same for another 12 months on the same rates, terms and conditions, commencing within one month from the date of Fax of Acceptance or from the date of deployment of vehicles, whichever is earlier. The rates will remain firm during the tenure of the said contract including the time extension.

3.2 Vehicles are to be provided within 30 days, from the date of issue of order (LOI). The Order will be placed for intended number & type of vehicles.

3.3 In case, contractor fails to place the prescribed vehicle within 30 days from the date of issue of order (LOI), grace period of 15 more days shall be allowed for which penalty shall be imposed & as shown here in under:-

DELAY PERIOD	PER DAY/PER VEHICLE
Beyond 31st till 45th day	Rs.1000/- day/ vehicle

3.4 If the vehicle is not placed even after 45th day from the date of issue of order (LOI), then the contract may be cancelled without prejudice the Company's right to forfeit the 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 reasons thereof. The contractor shall not be entitled for any compensation thereof.

### 4. SCOPE OF WORK:

Refer Scope of work for details.

### 5. OPERATIONAL NORMS & CONDITIONS

5.1 The Vehicles are required to report to sites/locations as per the direction of the Engineer-in-Charge.

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.

5.2.1. The Contractor shall submit a copy of RC and Vehicle Insurance of the deployed vehicle to the Engineer-in-charge duly attested by Notary Public.

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 Contactor has to provide the vehicle(s) 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.1, 000.00 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 Contractors shall withdraw such driver(s) 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 Vehicle(s) 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 color 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 In case of air conditioned vehicles, a penalty @ Rs.500.00 per day per vehicle shall be levied, if the AC is not working.

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 conforming to the specifications of the tender as and when ordered to do so. During the currency of the contract, in exceptional circumstances, the 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. 25 of SCC of the tender.

5.11 In case any 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. 25 of SCC of the tender which shall be recovered from the bill(s) of the contractor without any notice.

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

5.12 The driver/contractors 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 Contractor/ Driver ignores the instructions, the Vehicle shall not be accepted and penalty as per clause no. 25 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.

5.14 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 Contractors shall not display the advertisement of his or other agency on the Vehicle(s) hired by the Company.

5.15 Before and after the duty hours and on holidays, the Vehicles deployed for duty shall not be used for any other purpose.

5.16 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 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.

5.17 The contractors 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 & 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. 25 of SCC of the tender.

5.19 In case of Vehicles hired from other sources by Contractor and deployed on duty, 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 he will not make any claim whatsoever to the Company.

5.20 i) 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 the Company.

ii) Contractor should produce necessary EPF Code before commencement of Work.

5.21 Contractor is responsible to obtain labor license, if applicable, under the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 from the Office of Assistant Labour Commissioner (Central), Ministry of Labour, Govt. of India for the respective States.

5.22 Contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labour legislations.

5.23 Contractor shall discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (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.

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

the Company's Security agency through Engineer-in-charge for his employees, wherever required.

5.25 Contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th day of the following month. Contractor shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per the Minimum Wages Act, 1948 and the Payment of Wages Act, 1936.

5.26 While conforming to any of these conditions, Contractor should ensure that no applicable Act or rules regarding labor, welfare etc, is violated. Contractor shall indemnify APGDC for any action brought against him for violation, non compliance of any applicable Act, rules & regulations 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 Vehicles shall not leave duty point for any purpose without the specific permission of the user.

5.29 If Vehicle driver has taken an 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. 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 The Company 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 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 Vehicle at the installations, camp stations, stores, yards, etc. while on duty. Contractor's employees shall also ensure that they abide by usual and special rules

regarding the safety and security measures while on duty with the Company as per directions of the representative(s) of the Company at the worksite.

5.35 Contractor(s)/ driver(s) shall arrange to park the Vehicle(s) at a designated place at his risk & cost. However, the Contractor shall be liable to provide the hired vehicle(s) to the concerned user(s) within "one [01] hour" of intimation from the Company.

5.36 Contractor shall be solely responsible and indemnify the Company 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 Contractors shall indemnify the Company against all losses or damages if any, caused to it on account of acts of the personnel, if any, deployed by him.

5.39 Contractors 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 and 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 per 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 Parking fee and Toll fee incurred by the contractor in respect of the vehicles on APGDC duty will be claimed along with monthly bills and would be reimbursed to the contractor by APGDC as per actual. The payment shall be admissible on submission of the receipts certified by the user.

## 6.0 VEHICLE DOCUMENT:

The Vehicles should be fit in all respects for operations in accordance with the Motor Vehicle Act, the rules and the laws as 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 the Company. The responsibility of any lapse in this regard shall be that of the contractors/vehicle owners exclusively. The Company, its officers/employees shall in no way be responsible for any lapse/default of the vehicle owner/contractor, and, the company, 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 the 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. Contractor agrees to indemnify and hold the Company and its employee's harmless for/against any loss, expenditure and claims penalty etc., of whatsoever nature to the Company in this regard due to the non-fulfillment of the obligations and violation by the contractor.

7.2 Registration with Labour Commissioner: If necessary, Contractor shall be required to register with Labour Authority of appropriate Government having jurisdiction as per "Contract Labour Rules 1971", or any other labour rules/regulations/laws, applicable from time to time. This shall be required immediately after the acceptance of the Tender. Contractor shall comply with all the applicable Labour Laws.

7.3 Contractor will be fully responsible for any and all disputes arising out of any Labour 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 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 Company, 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 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.

Contractors shall undertake to indemnify the Company 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 the Company 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 the Company 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 the Company against all losses or damages caused to it on account of acts of the personnel deployed by him.

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

## 8. TAXE LIABILITIES:

8.1 Contractor shall pay all the taxes corporate tax i.e. Income Tax, Sales Tax and any/or any other taxes levied by Central/State or any other authorities. However, the Company will deduct standard recovery towards the Income Tax from monthly payments.

### 8.2 **SERVICE TAX:**

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

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

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

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

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

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

The bidder shall quote separately the PRESENT APPLICABLE RATE OF SERVICE TAX PAYABLE if any otherwise it shall be deemed presumed that the quoted rates are also inclusive of Service Tax & bid shall be evaluated accordingly and in such case Service tax should be borne by service provider only if applicable during execution of contract. Service Tax & cess thereon shall be paid extra, if applicable, on submission of documentary evidence/invoice(s)

In case of any statutory variation in Service tax during the currency of the contract, the contractor shall submit a copy of 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 service tax/statutory variation in service tax, should be raised within two (2) months from the date of issue of Government Notification for payment of differential service tax, otherwise claim in respect of above shall not be entertained for payment of arrears.

- 8.3 Contractor shall be liable for timely payment of all taxes, duties & levies imposed by any Government / Government Dept. / Agency / Body, including local autonomous bodies, from time to time without any extra claim from APGDC. However, Service Tax payable by the Contractor, if any, shall be reimbursed on production of receipt thereof. APGDC shall have no liability on these accounts and Contractor shall indemnify APGDC from any such liability, even if it arises in future.
- 8.4 Income Tax deductions shall be made from all payments to the Contractor as per rules and regulations in force in accordance with the "Income Tax Act" prevailing from time to time. However, Contractor shall be entitled to get the "TDS Certificate" for the amount so deducted in the format prescribed by the Income Tax Department.

#### 9. VEHICLE INSPECTION (PERIODIC AND RENEWAL INSPECTION):

9.1 Acceptance of a Vehicle in the service of the Company will be subject to the inspection of the vehicles documents and the documents of the driver, by an authorized 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 Contractor(s) shall remain with the Company and its decision shall be final and binding.

Any certificate obtained or produced by Contractor stating the condition of the vehicles offered/placed at the service of the Company by any officer of Central or State Government Authority such as M. V .1. etc., as satisfactory shall not be binding on the Company. The Company has an absolute right to accept or reject the same.

#### 10. 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 and the same shall be obligatory and binding on the contractor. The Company 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. 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 Contractor. The speedometer of the vehicles should not be discontinued during the period of contract. The distance traveled between Office-garage-Office should be reflected in log book.

11.4 Opening KM reading and 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. ACCIDENTS / DAMAGES / CLAIMS LIABILITIES:

12.1 In the event of any accident or damages while the vehicle(s) is on the duty, the Company shall be completely free from any liability of any nature connected with the accident/damage(s). 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 the Company or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, Contractor shall reimburse on demand and without any demur the compensation/ damages if any sustained by the Company on this account.

12.2 Contractor shall be solely responsible for any consequences under law, arising out of any accident caused by the vehicle(s)/equipment to the property or personnel of the Company. Contractor shall also be responsible for any claim/ compensation arising out of such damages 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 property of the Company. Contractor shall reimburse on demand and without any demur the compensation/damage if any sustained by the Company 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 his 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 Contractor's vehicles/ property under any circumstances while the vehicle(s) is on duty of the Company.

12.5 It is the responsibility of 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 the Company.

12.6 Absence of vehicle due to any accident shall not entitle Contractor to any exemptions from the liabilities under the Contract. Arrangement of the alternative/ substitute is the responsibility of the contractor.

### 13. INSURANCE:

13.1 Hired vehicle(s) should be fully / comprehensively insured by Contractor, at his own cost covering all risks and liabilities including strike & riots.

13.2 All liabilities arising out of the accidents, disturbances to the vehicle(s) operations of the Company 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 ensure and provide insurance cover to its staff including driver and Cleaner, if so deployed with the vehicle.

### 14. 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 viz., salary as per labour regulations (including permits, repairs and maintenance, including the provisioning of the breakdown/maintenance reserve taxi etc.), whatsoever required for the specific performance of this contract including service tax. Such expenses shall include expenses on Regional Transport Authority, Labour Authorities, 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.

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

Rates for additional run beyond fixed Kms and stayed beyond stipulated duty hrs shall be FIRM for the vehicles on monthly/ regular basis and shall be paid extra as quoted by the bidder. For further details refer SOR. For out station night halt charges, same shall be paid at Rs 150/- per night subjected to certification by using Authority for both regular as well as call basis vehicle. For call basis vehicles if required to stay overnight, extra hours beyond 12 hours duty will not be admissible and in lieu night halt charges as stated above shall be paid.

### 15. ESCALATION / DE-ESCALATION:

15.1 Rates quoted are firm and will remain unchanged during currency of the contract. However, the Company will consider an increase/decrease in the Kilometer rates during

the contractual period, in the event of increase/decrease in retail prices of fuel as per, the following formula: :

$$\frac{R \times I}{N}$$

Whereas R = Total K.M. run during the month  
I = Increase/decrease Price of fuel/ per ltr  
N = Mileage of the vehicle (approx.)

Note: The Mileage figure of following diesel driven vehicle (s) to be considered for calculation of ESCALATION / DE-ESCALATION is as under:

1. Indica- (A/c) Diesel 15 Kms/ Liter

The Escalation as worked out above will be applicable only if increase in price of diesel is beyond + (plus) or - (minus) 3% from the prevailing rate on the date of tender opening.

15.2 The above formula shall also be used for reduction in rate per km, in case the fuel price is reduced. Press Notification shall form the basis of prevailing fuel price. The escalation charges will be claimed in the subsequent month only from the date of rise of fuel price. However, this will not be applicable for increase of spare parts, lube oil etc.

15.3 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.

15.4 Contractor shall submit the actual bills in original issued by Diesel/ Petrol out lets and shall claim the escalation/ de-escalation along with his regular Bills.

15.5 The diesel/petrol rates prevailing at place of deployment as detailed in Scope of works will be taken as the basis for calculating escalation.

## 16. BILLING AND PAYMENT:

16.1 The Company shall not be liable to make any other payment except the agreed hiring charges. The rates offered should include all the expenses on drivers viz., salary as per labor regulations (including bonus, overtime etc.), uniform, taxes, parking charges, permit, repairs and maintenance of vehicles, including the provisioning break down/ maintenance/ re-service vehicle etc. whatsoever required for the specific performance of this contract including service tax.

16.2 Contractors 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 the Company (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 the 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 Department after deducting applicable taxes. Parking Fee/Toll Tax if any incurred by the Contractor during the period, Contractor shall

submit the Receipts concerned along with the monthly RA Bill and submit for reimbursement at actual.

16.3. All payments will be made through e-banking / cheque.

16.4 No claims whatsoever will be considered for increasing the charges during the period of agreement/ extended period on basis of this tender.

16.5 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. The Company shall not pay any interest for any delayed processing of the bills.

16.6 No interest shall be payable on withheld amounts.

16.7 Recovery of Income Tax applicable as per Income Tax Act from the bills.

16.8 The monthly bills shall be released on submission of Cenvatable Invoice along with the proof of payment of minimum wages to the drivers, deposit of their monthly PF & ESI contributions with statutory authorities.

PAYING AUTHORITY:

Chief Finance Officer, APGDC Ltd., Hyderabad

17. SECURITY DEPOSIT / BANK GUARANTEE:

17.1 The contractor shall furnish a total security deposit of 7.5% of annualized contract value (Basic Contract value for one number Indica only excluding all taxes and duties and cost for call basis vehicle). SD may be submitted in the form of Demand Draft drawn in favor of APGDC Ltd. payable at Hyderabad within 15 days from the date of issue of Fax of Accentance.

17.2 The Company reserves the right to recover from the security deposit the balance amount, if any, which could not be recovered from the payments to the contractor under any of the clause of this contract.

17.3 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 Security Deposit furnished by the contractor.

17.6 The Security Deposit, subject to recoveries, if any, shall be refunded to Contractor after the successful completion of this contract & expiry of Defect Liability period.

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, without prejudice to any other right, which the Company may have under this contract or otherwise.

17.9 SSI unites registered with the NSIC, under its Single Point Registration Scheme shall be exempted from submission of Security deposit/Contract Performance Guarantee to the Monetary Limit for which the unit is registered

#### **18. DEFECT LIABILITY PERIOD [DLP] – NOT APPLICABLE**

#### **19. 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 terminate the contract with immediate effect in any of the following cases:

- 19.1 In the event of Contractor going into liquidation or winding up his business or making arrangement with his creditors.
- 19.2 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.
- 19.3 If in the opinion of the Company, the contractor has delayed or suspended the facilities in terms of tender conditions.
- 19.4 In the event of any breach of the terms and conditions of the contract by Contractor or if 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.
- 19.5 Upon such termination of the contract the Security Deposit is liable to be forfeited and Bank guarantee to be invoked.
- 19.6 Notwithstanding anything contained above, the Company may, at its sole discretion, terminate this contract by giving the Contractor 30 day's 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 contract unless extended.

#### **20.0 FORCE MAJEURE**

20.1 Where performance in whole or part by either party or any obligation under this Contract is prevented or delayed due to 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' of 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.

#### **21.0 SUMMARY OF TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENTS:**

Bidders are required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate group for rejection of the Bids and forfeiture of Earnest Money Deposit.

In case, the information/documents furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, APGDC shall have full right to terminate the contract immediate and get the remaining job executed at the risk & cost of such contractor without any prejudice to the other rights available to APGDC under the contract such as forfeiture of Security Deposits, withholding of APGDC payments etc.

In the case the issue of submission of false document comes to the notice after execution of the work, APGDC shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.

Further, such contractor/bidder shall be blacklisted for future business with APGDC

## 22. AHR ITEMS - NOT APPLICABLE

### 23.0 PRICE REDUCTION SCHEDULE (PRS)

23.1 In the event of failure or delay of the Contractor in placing the required hired vehicles at the disposal of the Company or vehicle is not in acceptable condition for any reason whatsoever, the Company 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 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.

(ii) The Company shall have the right to recover from Contractor "@1.5 times of the pro rata rate per day" on monthly hire-charges of a particular vehicle.

However, the Company 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."

23.2 Further, for any other violation of the provision of Contract, the Company reserves the right to impose penalty "@Rs. 500.00 per such incident" per vehicle."

23.3 While submitting the Offer, Bidder must note the 'Recovery(s) in the Event of Failure(s) by Contractor', as detailed in clause 25 below.

23.4 It is expected that the Bidders have apprised themselves of the service conditions under which the vehicles have to be used for the Company.

### 24.0 ESI/EPF:

24.1 In case of placement of order, the bidder should furnish necessary valid Employees Provident Fund (EPF) registration certificate & ESIC registration certificate

in the name of the contractor's firm DULY NOTARIZED BY NOTARY PUBLIC before commencement/mobilization of work/contract.

If workmen who are not covered under ESI Act, the contractor should take appropriate Workmen Compensation Insurance policy and submit the copy to APGDC. NO DEVIATION IS ALLOWED IN THIS REGARD.

25. RECOVERY(S) IN THE EVENT OF FAILURE(S) BY THE CONTRACTOR(S)

S.No.	Clause No. of SCC	Particulars	Penalty
1	3.3	After the specified period of deployment of vehicle, as has been mentioned at clause 3.3	Rs. 1000.00 per day/ per vehicle
2	5.3, 5.4, 5.11, 5.12	Non fulfillment of conditions specified	Rs. 1000.00 per day/ per vehicle
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. 1000.00 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 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
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. 1000.00 per day/ per vehicle
8	5.43	Non fulfillment of conditions specified	Rs.50/- per day per item
9		For violation of any provision of contract	Rs. 500.00 per incident/ per vehicle

## **SECTION - VI**

# **Schedule of Rates**

**TENDER NO. APGDC/C&P/KKD/SER/4724/2015-16**

DETAILED ROUTE SURVEY FOR KSPL





SCHEDULE OF RATES-1

TENDER NO. APGDC/C&P/KKD/SER/4724/2015-16

TENDER FOR *HIRING OF VEHICLE ON ANNUAL RATE CONTRACT*  
*BASIS FOR THE USE OF APGDC, KAKINADA OFFICE*

S No	Description	Qty	Unit Rate in Rs.	Total Amount in Rs.
1	Hiring of Tata Indica Vehicle Model eV2, make: 2015, AC & Euro-3, for 12 hours (2500Kms/month) on monthly basis and as per the Scope, terms and conditions of Tender document	--	--	--
1a	Monthly Charges (per month)	12		
1b	Extra running @ per KM basis (approx. 300 km p.m.)	3600		
1c	Rate per hour beyond 12 hours/day (approx. 30 hours p.m.)	360		
1d	Service Tax as applicable (Please indicate the %age of Service Tax under Unit Rate column)			
1e	GRAND TOTAL	--	--	

(Rupees .....only)

Note-1: Evaluation of offers shall be done on the Overall L1 basis of SOR-1 only.

Note-2: Quantity indicated at Item 1b and 1c are indicative only and APGDC does not assure any quantity under these items during the currency of contract.

Note-3: Please indicate the percentage of Service Tax under Unit Rate column and the total amount of Service Tax under Total amount column.

(Signature of Bidder)





SCHEDULE OF RATES-2

TENDER NO. APGDC/C&P/KKD/SER/4724/2015-16

TENDER FOR *HIRING OF VEHICLE ON CALL BASIS (ANNUAL RATE CONTRACT) FOR THE USE OF APGDC, KAKINADA OFFICE*

S No	Description	Unit Rate in Rs.
1	Hiring of Tata Indica Vehicle for 08 hours 80 Kms on call basis	
2	Rate for Extra Km beyond 80 Km (per Km)	
3	Rate for Extra Hour beyond 8 hours (per hour)	

Note-1: This Schedule of Rate-2 is not for evaluation purpose.

Note-2: APGDC may advise the Contractor to deploy the vehicle on as and when required (call basis). Further APGDC may require any number of vehicles from the Contractor and the Hiring Contractor has to deploy the required number of vehicles.

(Signature of Bidder)



SCHEDULE OF RATES-3

TENDER NO. APGDC/C&P/KKD/SER/4724/2015-16

TENDER FOR *HIRING OF VEHICLE ON CALL BASIS (ANNUAL RATE CONTRACT)* FOR THE USE OF APGDC, KAKINADA OFFICE – **VEHICLES ARE TO BE DEPLOYED FROM RAJHAMUNDRY**

S No	Description	Unit Rate in Rs.
<b>A</b>	Hiring of Tata Indica Vehicle AC for 10 hours 150 Kms on call basis	
1	10 hours 150 Kms	
2	Rate for Extra Km beyond 150 Km (per Km)	
3	Rate for Extra Hour beyond 10 hours (per hour)	
4	Night Halt charges per night including Driver Beta	
<b>B</b>	Hiring of Toyota Innova Vehicle AC for 10 hours 150 Kms on call basis	
1	10 hours 150 Kms	
2	Rate for Extra Km beyond 150 Km (per Km)	
3	Rate for Extra Hour beyond 10 hours (per hour)	
4	Night Halt charges per night including Driver Beta	
<b>C</b>	Hiring of Swift Dzire/Logon/Verito/Indigo Vehicle AC for 10 hours 150 Kms on call basis	
1	10 hours 150 Kms	
2	Rate for Extra Km beyond 150 Km (per Km)	
3	Rate for Extra Hour beyond 10 hours (per hour)	
4	Night Halt charges per night including Driver Beta	

Note-1: This Schedule of Rate-3 is not for evaluation purpose.

Note-2: APGDC may advise the Contractor to deploy the vehicle on as and when required (call basis). Further APGDC may require any number of vehicles from the Contractor and the Hiring Contractor has to deploy the required number of vehicles.

(Signature of Bidder)