

Section: V- Special Conditions of Contract (SCC)



Special Conditions of Contract (SCC)

1 GENERAL

- 1.1.1 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.
- 1.1.2 The award of Contract(s) to the successful Bidder(s) will not entitle him the exclusive right to supply the entire requirement of hired QRV.HNGPL reserves the right to use its own QRV 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 HNGPL's decision which cannot be challenged by the Bidder(s).
- 1.1.3 Bids of Joint Venture/Consortium not acceptable.
- 1.1.4 During the period of the contract, HNGPL can increase/decrease the number of QRVs 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.
- 1.1.5 The QRV 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 QRV of equivalent or higher specifications/model shall be provided by the contractor. The replaced QRV 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.
- 1.1.6 The decision with regard to acceptance or rejection of any hired QRV offered by the contractor shall remain with HNGPL and the same shall be final and binding upon the contractor.
- 1.1.7 The QRV supplied shall have Uttarakhand passing of RTO and shall be having Goods permit and should be registered in the name of firm/bidder in case of proprietorship/partnership concern and in the name of the firm/company for other than proprietorship/partnership concern and to be deployed at HNGPL within **14 days** of issuance of LOA/written instruction of EIC.
- 1.1.8 Bidder must have a stand by QRV for deployment at HNGPL in case of breakdown/shutdown of existing QRV and the same must be deployed immediately.

2 Contract Period:

- 2.1.1 The contract shall be valid initially for a period of 36 months from the date of Fax of Acceptance for Haridwar GA.



- 2.1.2 The contract may be extended for further 06 (Six) months, at the sole discretion of Engineer -in Charge at the same rate, terms and conditions. The rates will remain firm during the tenure of the said contract including the time extension.
- 2.1.3 The contract normally stands terminated after the expiry of the period of the contract. However, HNGPL 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.

3. Mobilization Period

- 3.1. The work covered by this contract/deployment of QRV along with manpower & equipment etc. shall be done/commenced within 14 days of issue of FOA/LOI/LOA/Written Instruction of EIC whichever is later.
- 3.2. No extra payment can be claimed by the contractor for mobilization / transportation of resources at the site by the contractor.
- 3.3. In case, contractor fails to deploy the prescribed QRV within 14 days from the date of FOA, will be subjected to **penalty**.

4. Payment terms:

- 4.1. Contractor is required to submit the bills within 30 days of the following month, duly filled in all respect to the Engineer-in-Charge or his authorized person through centralized dak system.
- 4.2. The bills complete in all respects will be processed and paid within 30 days from the date of receipt by the concerned F&A.
- 4.3. Notwithstanding the release / payment of bills by HNGPL to the contractor, the contractor shall ensure that the payment of wages and other statutory within time limit.
- 4.4. There shall not be linkage between release / payment of the bill by HNGPL to the contractor and the payment of wages / other dues by the contractor to their workers.
- 4.5. Contractor is required to submit e-banking account number within 7 days from date of award of work order. All payments will be made through e-banking only.
- 4.6. Payment will be released for the correctly made bills normally within 30 working days from the date of submission of bills duly certified by EIC. HNGPL shall not pay any interest for any delayed processing of the bills.
- 4.7. No interest shall be payable on withheld amounts.
- 4.8. Recovery of Income Tax applicable as per Income Tax Act from the bills.

5. Payment Authority:

- 5.1. Monthly RA bill to be sent to respective EIC for payment.
- 5.2. Invoices to be sent through post/courier and shall be super scribed as Work Order No., Date,



Invoice No., Bill Amount, and Name of EIC on the envelope.

- 5.3. The final bill shall be submitted along with No Claim certificate and Indemnity bond. Format of 'No Claim Certificate' & 'Indemnity Bond' to be submitted along with the final bill is attached.

6. Defect Liability Period:

Defect liability of GCC is not applicable for this contract.

7. Quoted Rate:

- 7.1. HNGPL shall pay for the services of the QRV at the rates mentioned in Schedule of rates enclosed.
- 7.2. The rates, offered should include all expenses of fuel, oil, lubricants, establishment, all expenses on manpower (drivers/Fireman) like salary, bonus, and overtime, uniform, as per labour regulations i.e. whatsoever is required for the specific performance of this contract including all taxes. Such expenses shall include expenses on Regional Transport Authority and Government local and Municipal Authorities dues, comprehensive insurance, local services and any other expenses wherever or whatsoever necessary for the continuance/operation of such services, including permits, repair and maintenance including the provisioning of the breakdown/maintenance of QRV provided that the maintenance of QRV should not be allowed beyond reasonable time i.e. maximum 7 days unless otherwise approved by EIC & subject to applicable deductions under penalty clause if not approved by EIC.

8. Vehicle Fuel:

- 8.1. The Contactor has to provide the QRV with tank full of Diesel/fuel and sufficient alarm indication money with the driver to meet with any exigency for all the notified requirements for long distances (average 50kms). In case of failure of the QRV en-route for want of fuel or otherwise and the accompanying DCPO shows his inability and HNGPL employee/officer or any other authorized person has to incur expenditure for making good the QRVs 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.

9. Rates for Additional Run:



9.1. Fixed Kilometers for QRV is 12000 Kilometers per year.

9.2. Rates for additional run beyond fixed kilometers shall be paid @Rs.15/- per kilometer.

10. Escalation /De-Escalation:

10.1. Rates quoted are firm and will remain unchanged during currency of the Contract. However, HNGPL 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:

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

Where,

- R = Total K.M. run during the year
- I = Increase/decrease Price of fuel/ per liter
- N = Mileage of the QRV (12 Kms)

10.2. 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.

10.3. 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 year only. However, this will not be applicable for increase of spare parts, lube oil etc.

10.4. No claim whatsoever will be considered for increasing the monthly charges of the QRV during the period of agreement entered on the basis of this calculation.

10.5. Contractor shall submit the actual bills in original issued by Diesel/Petrol/CNG outlets and shall claim the escalation / de-escalation along with regular bills.

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

11. In case the hired QRV is totally damaged due to an accident, the Contractor will provide alternate QRV of similar / matching type or higher specification within seventy-two (72) hours from the occurrence of the accident. In case of non-compliance, penalty @ Rs.1000/- per day after 72 hours of QRV will be imposed on the Contractor.

12. Crew members of the QRV normally should not be changed during currency of contract. The Contractor shall ensure that the driver(s) provided on QRV is/are well dressed smart in turnout and is/are disciplined, courteous and behave properly. The Contractor shall withdraw such driver(s) from duty, who does not behave in a proper/disciplined manner or who resumes work under the influence of liquor etc. HNGPL 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 QRV shall not be accepted for duty and shall be considered as QRV not provided by the contractor and penalty as applicable shall be levied.

13. In case, the fire crew did not present himself for duty in proper uniform, penalty "@ Rs.200/- per such occasion" will be imposed on Contractor. Decision of "EIC" will be final & binding on the Contractor in this regard.
14. The Contractor shall have to make his own arrangements for the stay of his staff at his own risk and cost and also for repairs and fueling, etc. of the hired QRV as per requirement.

15. Applicable Laws, Acts & Rules etc.:

- 15.1. Contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various Labour legislations.
- 15.2. 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.
- 15.3. 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 HNGPL.
- 15.4. Contractor should produce necessary EPF Code before commencement of Work.
- 15.5. 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 and Govt. of India for the respective States.
- 15.6. 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.
- 15.7. 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 HNGPL for any action brought against him for violation, non-compliance of any applicable Act, rules & regulations there under.
- 15.8. 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 HNGPL.
- 15.9. HNGPL shall not be responsible for any claim/compensation that may arise due to



damages/injuries/pilferage to Contractor's QRV / property / crew, other staff, etc. under any circumstances while the hired QRV is engaged on duty.

- 15.10. Contractor shall be solely responsible and indemnify HNGPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 15.11. Contractor is required to maintain registers and records as required under different laws.
- 15.12. Contractor shall ensure regular and effective supervisions and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 15.13. The QRV should be fit in all respects for operations in accordance with the Motor Act, the rules and the laws as applicable from time to time.
- 15.14. The QRV must be equipped with valid documents i.e., Registration Book, 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 etc., if any required during and for the duty with HNGPL. The responsibility of any lapse in this regard shall be that of the contractor exclusively. HNGPL, its officers/employees shall in no way be responsible for any lapse/default of the QRV owner/contractor, and, HNGPL, its officers/employees shall be completely indemnified and kept harmless by the contractor against such default.
- 15.15. Contractor shall strictly follow and abide by the rules and regulations of the Motor Vehicle Act, Motor Vehicle Rules, Pollution Control Norms and other relevant Central /State legislations and orders, rules and regulation of Central /State Government and other authorities. Contractor agrees to indemnify and hold HNGPL and its employee's harmless for/against any loss, expenditure and claims penalty etc., of whatsoever nature to HNGPL in this regard due to the non-fulfillment of the obligations and violation by the contractor.
- 15.16. 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.
- 15.17. Contractor will be fully responsible for any and all disputes arising out of any Labour Act, Motor Vehicle 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 as per Labour law /Payment of Wages Act in force and in case of failure of any claims, Contractor is personally responsible.
- 15.18. Contractor must indemnify HNGPL, 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.



- 15.19. Contractor shall exclusively be liable for non-compliance of the provisions of any act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract. Contractor shall undertake to indemnify 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 HNGPL 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 HNGPL 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 HNGPL against all losses or damages caused to it on account of acts of the personnel deployed by him.
- 15.20. 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.

16. Price Reduction Schedule (PRS):

- 16.1. In the event of failure or delay of the Contractor in placing the required hired QRV at the disposal of HNGPL or QRV is not in acceptable condition for any reason whatsoever, HNGPL shall have the option to exercise any of the following rights:
- 16.1.1. To make suitable alternative arrangement of the hired QRV 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 HNGPL.
- 16.1.2. HNGPL shall have the right to recover from Contractor "@1.5 times of the pro rata rate per day" on monthly hire-charges of QRV.
- 16.1.3. However, HNGPL reserves the right to terminate the Contract, in case QRV 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 days for maintenance."



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

➤ **Penalty in the Event of Failure / Non-compliance by the Contractor:**

Sr. No.	Failure / Non-compliance	Recovery / Penalty
1.	Non-deployment of QRV after mobilization period or failure of deployment of Stand by QRV.	Rs.2,000/- per Day
2.	Deployment of QRV without Equipment & Accessories	Rs.500/- per Day/per Equipment / Accessory
3.	Deployment of QRV without Full Crew or Absence of Crew member(s)	Rs.1,000/- per Day/per crew member
4.	Deputed Crew without proper approved uniform & safety kit	Rs.200/- per Incident / per day / per Crew
5.	Seat-covers are not clean / available and / or upholstery of QRV is not washed / dry-cleaned / changed	Rs.200/- per incident/per day
6.	QRV break down and did not return to service as per the time limit approved by EIC/SIC.	Rs.1,000/- per Day
7.	Non-deployment of alternate QRV of similar / matching type within seventy-two (72) hours from the occurrence of accident.	Rs.1,000/- per Day
8.	For violation of any other provision of Contract	Rs.500/- per Incident
9.	Time delay on turn up	Rs.500/- per Incident
10.	Non-availability of Fuel either for vehicle run or for generator/pump prime mover	Rs.1,000/- per Incident