

VADODARA GAS LIMITED			
Tender No. : REPL/VGL/LCV/003/21		Date / Time of Pre- Bid: 20-11-21	
S. No.	Tender Clause No. / Annexures	Bidders Comments / Queries	VGL/ REPL Reply
1	BIDDER'S EVALUATION CRITERIA Clause No:- 1.1 (TECHNICAL CRITERIA) "The bidder should have an experience of providing services for Transportation of CNG to an entity involved in CGD/ Oil & Natural Gas Business and must have executed at least one such single work order/ contract having a minimum order value of Rs. 130 Lakhs for a period of One (01) year duration, in previous Seven (07) years to be reckoned from the final bid closing date "	As you are aware that CNG Product is quite similar to LPG and we have vast experience in Transportation of Bulk LPG through Tankers. Therefore we would like to clarify that , Will the Experience of Bulk LPG Transportation be considered for Technical Qualification as LPG is similar to CNG ?  We request you to please kindly confirm.	<b>Tender Condition Prevails.</b>
2	Scope of Work CI No.30-Escalation/ de-Escalation - The escalation / de-escalation shall be calculated based on. However, same shall be applicable if vehicle runs for more than 70% of monthly fixed KM during the month."	Kindly note that CNG prices and vehicle run are managed by the Gas / owner company only. None of the CGD companies have such a class that the escalation will be paid if vehicle runs for more than 70% of monthly fixed KM during the month. Request to remove this clause	<b>Tender Condition Prevails. Contractor has to provide CNG fuelled LCVs and Contractor will be required to fill the CNG from VGL's CNG Mother Station only.</b>
3	Scope of Work CI No.33-Transit insurance for the material to be transported-"Insurance of filled cascade along with LCV will be in contractor's scope"	Kindly note that normally Transporter takes Third party and comprehensive insurance for the vehicle and In transit insurance for the material & cascade to be transported is taken by the Owner company. Request you to keep the Transit insurance for cascades and item to be transported by transporter in the scope of Vadodra Gas Ltd as per practice	<b>Tender Condition Prevails.</b>
4	Scope of Work CI No.34,35-Payment for extra running beyond fixed running distance shall be calculated on yearly basis "The final extra running beyond fixed running distance shall be calculated on yearly basis and accordingly payment shall be made for extra running."	Kindly note that CGD companies do reconciliation on monthly or Quarterly basis maximum and make payment to transporter on that basis, If reconciliation and payment of extra Km on yearly basis then it will be very difficult for the transporters and their money will be blocked. Request to do the reconciliation of extra KM on monthly basis	<b>In the event of vehicles exceeding the fixed monthly running on cumulative basis (All running LCV), the payment of extra kms run shall be reconciled on monthly basis as per following formula: Amount to be paid for Extra Kms Run (₹) = (A – F) x R Where, A = Cumulative actual monthly running (kms) F = Monthly Fixed kms on cumulative basis (kms) R = Rate of Km (Rs.) as per Sr. No. 2 (SOR) For Example, Monthly fixed kms/LCV = 3000 km Number of LCV = 23 Nos. Monthly Fixed kms on cumulative basis (kms) (F) = 3000 x 23 = 69,000 kms Assume Cumulative actual monthly running (kms) A = 70000 Kms Rate of Km (₹) R = ₹ 10 Amount to be paid for Extra Kms Run (₹) = (70000 – 69000) x 10 = ₹ 10,000 /- In the event A (Cumulative actual monthly running (kms)) &lt; F (Monthly Fixed kms on cumulative basis (kms)), no extra kilometres shall be paid and only monthly fixed payment shall be payable.</b>
5	Scope of Work CI No.10.1 - Vehicle mobilisation time "CONTRACTOR shall be given a mobilization period of 15 Days from the date of written intimation from EIC to deploy their LCV(s) and Resource(s)"	Kindly note that normally for mobilisation of vehicles 45 to 60 days' time is given, as the contractor has to buy new Vehicles & complete other formalities. We request you to change the vehicle mobilization period to 45 days. Also refer to Page 58 Clause 11, request you to change the Contract validity for a period of 36 months from 16th day of issue of LOI to 30th day issue of LOI instead of 15th day	<b>The mobilization duration shall be maximum up to 30 days from the date of intimation issued by Client / EIC for deployment of vehicles as per deployment schedule / requirement.  The contract shall be valid for a period of 36 (Thirty-Six) Months reckoned from the 31st day of issuance of LOA/LOI or the date of commencement/deployment of 1st LCV whichever is earlier.</b>
6	Scope of Work CI No.10.2 "The contractor shall provide and maintain all requisite personnel of qualified, trained, experienced, well behaved, neatly dressed and physically fit – Driver/ Helper/ Supervisor ". Whereas on page 79 ( cl 10)it is stated that – Hiring charges shall include the services of drivers for 24 hours a day.	Normally for LCV's only Drivers and Supervisor is asked for and helpers are not asked by the CGD companies. Request you to clarify that weather Helpers are also required or not for the LCV deployed in addition to 2 drivers per vehicle.	<b>Noted. The contractor shall provide and maintain all requisite personnel of qualified, trained, experienced, well behaved, neatly dressed and physically fit – Driver and Supervisor.</b>
7	Scope of Work CI No.15B.8 - Leave wages as per Factories Act/ Rules or Shops & Establishment Act of respective State "a) As per Factories Act, 1948:-Annual Leave with Wages @ 01 day for every 20 days of work performed by him in the previous calendar year. c) As per Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965: (a) three national holidays of one whole day each on the 26th January, 15th August and 2nd October (b) five other holidays on any of the festivals specified in the Schedule appended to this Act. (c) Every worker shall in each calendar year, be allowed by the employer 07 casual leaves and 14 sick leaves"	As this is an essential service requiring 24 Operations such leave provisions are not asked for by any CGD companies. Transporter company pay OT to drivers for extra hours of work as specified. Request you to change this clause.	<b>Tender Condition Prevails. Reliever is to be provided.</b>
8	Scope of Work - Award / Distribution of Job between different contractors	Request you to advise us on the approximate ratio of Job distribution between number of contractors, who are asked to match the L-1 rates by the company, as the number of vehicles required is large.	<b>Tender Condition Prevails.</b>

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9	Vehicle deployment schedule	As the number of vehicles required is large we also request you to advise us the Quarter wise vehicle deployment schedule over a period of time.	<p>Contractor will be required to initially deploy tentatively 12 LCVs within 30 Days from the date of issuance of FOA/ LOA.</p> <p>Subsequently, contractor to deploy LCV's progressively as per the direction of EIC within 30 Days from the date of intimation. The number of requirement of LCVs may vary depending on the completion of construction of new stations, receipt of CCOE license, compliance of CCOE inspector observations, receipt of final license etc.</p>
10	Scope of Work Cl No. 17 - Goods & Service Tax Goods & Service Tax extra as applicable, the current rate of GST is 18%. This rate may vary as per Govt. of India Guidelines published from time to time	Kindly note that normally for such CNG transport operations/ contract GST @ 5% under Reverse charge mechanism is charged. Request you to allow GST @ 5% under RCM as charged per practice	<p>Quoted price shall be inclusive of all taxes and duties except Goods and Service Tax and evaluation shall be done after considering the GST (either 5% or 12%).</p> <p>a) The GST rate of 5% is subject to the condition that credit of input tax charged on goods or services used in supplying the services has not been taken and same shall be paid by VGL (service recipient) under Reverse charge mechanism (RCM) under section 9(3) of the GST Act.</p> <p>b) The GST rate @ 12% is subject to the condition that the GTA (Good Transport Agency) /LCV opting to pay central tax @ 6% &amp; state tax @ 6%, henceforth, be liable to pay CGST &amp; SGST (6% each) on all the services of LCV supplied by it. Further, there is no restriction on the GTA from taking ITC (input tax credit) if this option is availed and GST shall be payable by GTA/LCV (service provider).</p> <p>Declaration with respect to opting GST@5% or 12% shall be provided duly attested / certified by Chartered Accountant.</p>
11	Toll Tax	We request you to reimburse toll-tax as per actual, because no bidder can perfectly calculate the Toll Tax Charges to be paid on various routes. Hence toll tax shall be excluded from the lumpsum monthly hiring charges and shall be paid as per actual.	<b>Tender Condition Prevails.</b>
12	Percentage of Owned Vehicles and Attached/ Leased Vehicles	The Percentage of Owned Vehicles and Attached/ Leased Vehicles is not mentioned in the tender, hence please clarify.	<p>At least minimum 40% [rounded upto the nearest integer] of LCVs deployed under this contract at any given point of the contract period must be in the name of Contractor i.e. firm/bidder in case of proprietorship/ partnership concern and in the name of the firm/ company for other than proprietorship / partnership concern. Remaining LCVs offered/ deployed may be owned or attached. In case of attached LCVs offered by the Contractor, owners of LCVs should give an undertaking on stamp paper of requisite value indicating its willingness for deploying the vehicle through the Contractor for the full period up to last date of proposed Agreement period, and under any circumstances, the said party will not make any claim whatsoever to the company. Vadodara Gas Limited will not deal with the owners of the attached LCVs. For any claim, losses, damages, etc for the attached LCV, the liability will solely rest with the Contractor.</p>
13	Payload Capacity of Vehicle	<p>Refer Scope of Work (page 78) Para A – General states that – “The carrying payload capacity of LCV shall be about 7.0 tons “ . Whereas Part B ( Sr 2)– “ Specification states that “ LCVs offered by the CONTRACTOR should be fit for 7.0 – 8.0 tons payload capacity. VGL shall arrange CNG mobile cascades”.</p> <p>As discussed in the meeting, request you to clearly state the specification (Payload capacity) of the vehicles required , whether CNG driven vehicles with Payload capacity of 6.5 MT is sufficient. As vehicles of different payload capacity have different prices</p>	<p>The vehicle model for this contract should be of year 2021 or later and in perfect running condition confirming to latest BS emission norms.</p> <p><b>Details of Light Commercial Vehicle:</b>  <b>Fuel: CNG</b>  <b>Payload Capacity: 6.5 Tons</b>  <b>Please Note that all three sides of the load carrying sections of the LCV are to be made removable for easy accessibility of the cascades.</b></p> <p>The vehicles required is to be deployed by the Contractor under this contract shall be of procured only from reputed manufacturers i.e., TATA/ EICHER/ SWARAJ MAZDA/ ISUZU/ BHARAT BENZ/ ASHOK LAYLAND etc.</p> <p>Vehicles shall be duly registered with RTO for transport of CNG. Each LCV shall have a valid permit, sufficient tools and spares for running repairs to be carried en-route. Contractor shall make adequate arrangements for fuel / lubricant with his crew / staff so that operations are not affected. Deduction shall be made, if vehicle is held up due to any of these reasons.</p>
14	Monthly Inspection, Repair & Maintenance work for LCV	Please allow 24 hours of time instead of 12 Hours for monthly inspection, repair & maintenance work for each LCV.	<b>Tender Condition Prevails.</b>
15	The contract period to be extended to 5years as most of the CGD companies are doing so (which will address the point no 2 as well)		<b>Tender Condition Prevails.</b>