



VADODARA GAS LIMITED
(A JOINT VENTURE COMPANY OF GAIL GAS LTD. & VMSS)

CITY GAS DISTRIBUTION PROJECT IN VADODARA,
GUJARAT

HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS

TENDER DOCUMENT NO: REPL/VGL/LCV/003/21
OPEN DOMESTIC COMPETITIVE BIDDING

Prepared By:	Checked By:	Approved by:
AS	NG	AN



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM MOTHER
STATION TO DBS FOR A PERIOD OF THREE YEARS**



Date:02-11-2021

Rev. No- 00

S. No.	Section	Particulars
1.	Section – I	Invitation for Bid (IFB)
2.	Section – II	Bidder's Evaluation Criteria (BEC), Methodology for Evaluation and Instructions to Bidders (ITB)
3.	Section – III	General Condition of Contracts (GCC- Services-attached as separate file.
4.	Section – IV	Special Condition of Contracts (SCC-Services)
5.	Section – V	Scope of Works
6.	Section – VI	Forms and Formats
7.	Section- VII	Schedule of Rates (SOR)



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM MOTHER
STATION TO DBS FOR A PERIOD OF THREE YEARS**



**TENDER DOCUMENT NO
REPL/VGL/LCV/003/21**

Date: 02-11-2021

REV. NO- 00

**SECTION-I INVITATION FOR BID
(IFB)**



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

TO,

DATE:16/03/2021

PROSPECTIVE BIDDERS,

**SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE
CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS**

TENDER NO.: REPL/VGL/LCV/003/21

Dear Sir/ Madam,

1.0 Vadodara Gas Limited, the City Gas Distribution Company headquartered in Vadodara, Gujarat, India, invites bids on n-Procure (www.nprocure.com) from bidders for the subject Work(s)/ services(s), in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS
(B)	TENDER NO. AND DATE	REPL/VGL/LCV/003/21
(C)	TYPE OF BIDDING SYSTEM	Open Domestic Competitive Bidding Under Two Bid System
(D)	TYPE OF TENDER	Online (n-Procure)
(E)	COMPLETION/ CONTRACT PERIOD	36 Months
(F)	TENDER FEE	NA
(G)	BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)	Rs 19,02,600
(H)	DATE & TIME OF PRE-BID MEETING (through VC)	20/11/2021 at 1100 Hrs.
(I)	DUE DATE & TIME OF BID SUBMISSION (ONLINE SOFT COPY)	30/11/2021 at 1600 Hrs.
(J)	DUE DATE & TIME OF BID SUBMISSION (HARD COPY)	02/12/2021 at 1600 Hrs.
(K)	DUE DATE AND TIME OF UN-PRICED BID OPENING (n-Procure)	30/11/2021 at 1700 Hrs.
(L)	VALIDITY OF OFFER UPTO	120 days from the due date of submission
(M)	VENUE FOR PRE-BID MEETING	Through VC

**IN CASE OF THE DAYS SPECIFIED ABOVE HAPPENS TO BE A HOLIDAY IN REPL/VGL, THE
NEXT WORKING DAY SHALL BE IMPLIED**



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 The following documents shall also be submitted in Original (in physical form) within the due date and time to the address mentioned in Bid Data Sheet (BDS):
- i) Demand Draft towards Tender fee (if applicable)
 - ii) EMD-/ Bid Security (if applicable)
 - iii) Power of Attorney on non-judicial stamp paper for authorized signatory**
 - iv) BEC Documents must be with Original Attestation (Technical and Financial)**
- 5.0 Bids complete in all respect should be uploaded on n-Procure and reach at the address specified in Bid Data Sheet on or before the due date & time respectively. Bids received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/ exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/ Bidder's Eligibility Criteria (BEC) and wishes to quote against this tender, may obtain bidding document only on n-Procure (www.nprocure.com) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 8.0 Offer(s) received from bidders to whom tender/ information regarding tender has been issued as well as offers received from the bidder(s) by obtaining/ purchasing the tender document shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 9.0 Clarification(s)/ Corrigendum(s) if any shall also be available on n-Procure only.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 11.0 REPL/VGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 12.0 All documents should be uploaded / submitted on n-Procure as well in Hard Copy with Original certification/ attestation. Price Bid to be submitted on n-Procure only.**

THIS IS NOT AN ORDER

For & on behalf of

Resonance Energy Private Limited

[Adarsh Sarraf]

Engg. Projects (C & P)

Mob. +91- 9650535261

Email — adarsh@energyworld.biz



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



Date:02-11-2021

REV. NO- 00

Annexure -1 to IFB

CUT-OUT SLIPS

(ENCLOSED CUTOUT SLIP TO BE PASTED ON ENVELOPES OF THE OFFER)



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



Date:02-11-2021

REV. NO- 00

CUT-OUT SLIP

(Outer Envelope / UN Priced BID / EMD / MSME / NSIC / TENDER FEES)

DO NOT OPEN - THIS IS A QUOTATION

**SUB: HIRING OF HSD/ CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE
CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS**

TENDER NO.: REPL/VGL/LCV/003/21

BID SUBMISSION DUE DATE & TIME (HARD COPY):

TO,

ENGG. PROJECTS C&P)
RESONANCE ENERGY PRIVATE LIMITED
C-75, KANOLI BUILDING, 3rd FLOOR,
SECTOR-10, NOIDA- 201301
UTTAR PRADESH- INDIA
MOBILE: +91-9650535261

(To be pasted on the Outer and other envelopes containing **Technical** bids along with “BID
SECURITY/EMD/MSME/NSIC”)



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

SECTION - II

**BIDDER'S EVALUATION CRITERIA (BEC), METHODOLOGY FOR EVALUATION AND
COMPARISON OF BIDS & INSTRUCTIONS TO BIDDERS (ITB)**



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

1. BIDDER EVALUATION CRITERIA (BEC)

1.1 TECHNICAL CRITERIA (AS A SINGLE BIDDER):

- 1.1.1 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.
- 1.1.2 In Support of BEC, bidder must submit, copy(s) of Work Order/ Contract including detailed scope of work along with its completion/ execution certificate from the concerned authority, duly certified by the Chartered Engineer and Notary Public with legible stamp with original attestation along with the bid to meet the above technical criteria.
- 1.1.3 The bidder must own at least Three (03) Nos. LCV/ HCV having minimum payload capacity of 06 MT registered in the name of the company or the Proprietor/ Partner/ Director on the date of submission of bid. Documentary proof in the form of RC must be submitted duly certified by Notary Public with Legible Stamp.

NOTE:

A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/ Fellow subsidiary/ Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor/ Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/ Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.

1.2 FINANCIAL CRITERIA (AS A SINGLE BIDDER):

- 1.2.1 **Annual Turn Over** of the bidder should be a minimum of **Rs. 434.20 Lakhs**, in any one of the preceding three financial years.
- 1.2.2 **Net worth** of the bidder should be **positive** as per the last audited financial statement.
- 1.2.3 **Working Capital** of the Bidder should be a minimum of **Rs. 86.84 Lakhs** as per last audited financial year.

DOCUMENTS REQUIRED

The bidder shall submit “Details of Financial Capability of bidder” in prescribed format as duly signed and stamped by a Chartered Accountant.

Further, copies of audited annual financial statements of last three years submitted in bid shall be duly certified and attested by notary public with legible stamp with latest date.

If the bidder’s working capital is inadequate, the bidder should supplement it with a letter from the bidder’s bank having net worth not less than Rs. 100 Crores, confirming the availability of the line of credit to cover the inadequacy of working capital required as above strictly in the prescribed format.

NOTE:

- (i) **Annual Turnover** – In case the tenders having the bid closing date upto **31st December (or as amended from time to time by Government)** of the relevant financial year, and audited financial results of immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after **31st December (or as amended from time to time by Government)** of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

- (ii) **Net worth and Working Capital** – In case the tenders having the bid closing date upto **31st December (or as amended from time to time by Government)** of the relevant financial year, and audited financial results of immediate preceding financial year is not available, in such a case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after **31st December (or as amended from time to time by Government)** of the relevant financial year, bidder has to compulsorily submit the audited financial result for the immediate preceding financial year.

1.3 EVALUATION AND COMPARISON OF BIDS:

- 1.3.1 Evaluation, Comparison and Award shall be done on overall L1 basis i.e. for complete scope on total price including applicable GST.
- 1.3.2 Bidder must quote against all SOR Line Items. If rate against any of the item is left blank, the same will be considered as included in the Total amount.
- 1.3.3 In case of a tie at the lowest bid (L1) position between two or more bidders, the order/ LoA will be placed on the bidder having higher/ highest turnover in last audited financial year.
- 1.3.4 Splitting of quantities as per PPP – 2012 shall be allowed under this tender.

NOTE TO BIDDER'S EVALUATION CRITERIA (BEC)

(FOR STRICT COMPLIANCE)

1. BIDDER'S MUST FURNISH ALL RELEVANT CERTIFICATES/ DOCUMENTS/ INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONG WITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.
2. BIDDERS NOT MEETING ANY OF THE ABOVE-MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.

1.4 CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA (FOR DETAILS – REFER RELEVANT CLAUSE OF ITB):

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details, refer relevant clause of ITB.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

Date:02-11-2021

REPL/VGL/LCV/003/21

REV. NO- 00

2. INSTRUCTION TO BIDDERS (ITB)

A. INTRODUCTION

1 SCOPE

- 1.1 The Employer/ VGL as defined in the “General Conditions of Purchase [GPC]”, wishes to receive Bid as described in the Bidding Document/ Tender document issued by Employer/ Owner / VGL.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms ‘Bid’, ‘Tender’ & ‘Offer’ and their derivative [Bidder/ Tenderer, Bid/ Tender/ Offer etc.] are synonymous. Further, ‘Day’ means ‘Calendar Day’ and ‘Singular’ also means ‘Plural’.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in “Instructions to Bidders [ITB], Clause No. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on ‘Holiday’ by VGL or GAIL Gas or Vadodara Municipal Corporation or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned/ blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of VGL or GAIL Gas or Vadodara Municipal Corporation or the Ministry of Petroleum and Natural Gas.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/ Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to VGL by the bidder.

It shall be the sole responsibility of the bidder to inform VGL in case the bidder is put on ‘Holiday’ by VGL or GAIL Gas or Vadodara Municipal Corporation or Public Sector Project Management Consultant (like EIL, Mecon. Only due to “poor performance” or “corrupt and fraudulent practices”) or banned/ blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to VGL by the bidder.

It shall be the sole responsibility of the bidder to inform VGL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 39 of ITB.

- 2.4 Bidder shall not be affiliated with a firm or entity:



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

- (i) That has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/ services forms a part of or
 - (ii) That has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.
- 2.5 Neither the firm/ entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV's/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/ Licensor nominated agent/ vendor.
- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.7 Power of Attorney

Power of Attorney to be issued by the bidder in favour of the authorized employee (s), in respect of the particular tender, for purpose of signing the document including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

- (I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:
- a) In case of Proprietorship: by Proprietor
 - b) In case of Partnership: by all Partners or Managing Partner
 - c) In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP
 - d) In case of Public / Limited Company: PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.
- (II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

The Power of Attorney should be valid till award of contract / order to successful bidder.

3 BIDS FROM "JOINT VENTURE"/ "CONSORTIUM" [FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS) – NOT ALLOWED FOR THIS INSTANT TENDER]

- 3.1 Bids from consortium/ JV of two or more members are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17 clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The bid security shall be submitted by the Bidder (Consortium/ JV).
- 3.2 The Consortium/ JV Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.
- 3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non-judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

- 3.4 A consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV/ Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium/ JV proposes any alteration/ changes in the orientation of consortium/ JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium/ JV shall be liable for rejection.
- 3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/ JV to participate in this tender. Further, no member of the consortium/ JV shall be put on 'Holiday' by VGL or GAIL Gas or Vadodara Municipal Corporation or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/ blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium/ JV shall not be considered for opening/ evaluation/ Award.

4 ONE BID PER BIDDER

- 4.7 A Firm/ Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidders has participated to be disqualified.
- 4.8 Alternative Bids shall not be considered.

5 COST OF BIDDING

5.1 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, VGL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 SITE VISIT

- 6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against VGL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

B. BIDDING DOCUMENTS

7 CONTENTS OF BID DOCUMENTS

- 7.1 The Bid Documents are those stated below and should be read in conjunction with any corrigendum issued in accordance with clause 9.2 of Instruction to Bidder (ITB):
- 7.1.1 Invitation for Bid (IFB)
- 7.1.2 Bid Evaluation Criteria (BEC) & Methodology for Evaluation and Comparison of Bids,



HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

Instruction to Bidder (ITB)

- 7.1.3 General Conditions of Contracts- Services (GCC- Services)
- 7.1.4 Special Conditions of Contract (SCC) (SCC-Goods)
- 7.1.5 Scope of Works
- 7.1.6 HSE
- 7.1.7 Forms and Formats
- 7.1.8 Schedule of Rates (SOR)

* Request for Quotation, wherever applicable, shall also form part of the Bidding Document.

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The “Request for Quotation [RFQ] & Invitation for Bid (IFB)” together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder’s risk and may result in the rejection of his Bid.

8 CLARIFICATION ON BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bid Documents may notify REPL/VGL in writing or by fax or email at REPL/VGL's **mailing address as indicated in the BDS, no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held. REPL/ VGL reserves the right to ignore the bidders request for clarification if received after the aforesaid period.** VGL may respond in writing to the request for clarification. REPL/VGL’s response including an explanation of the query, but without identifying the source of the query will be uploaded on REPL/ VGL’s web site [www.vgl.co.in]/ communicated to prospective bidders by e-mail/ fax.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as “no clarification/ information required”.

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the bid due date, Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid documents, by issuing addendum/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the Bid documents and shall be notified in writing by email / post to all prospective bidders, who have received the Bid documents. Prospective bidders shall promptly acknowledge receipt of each corrigendum by email/ post to the Owner. Corrigendum shall also be hosted on website of REPL & VGL.
- 9.3 The Owner, may, if consider necessary, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued thereof.
- 9.4 In order to allow reasonable time to respond to bidders’ queries, bidders must submit their queries, if any, at least seven (07) days before the bid submission due date. Queries received after this period will not be considered.

C. PREPARATION OF BID DOCUMENT

10 LANGUAGE OF BID



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

The bid prepared by the bidder and all correspondence/ drawings and documents relating to the bid exchanged by bidder and VGL shall be written in English language alone. **Any printed literature furnished by the bidder may be written in another language as long as accompanied by an ENGLISH translation duly authenticated by the Chamber of Commerce of bidder's country, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.**

In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

11 DOCUMENTS COMPRISING THE BID

11.1 The bid prepared by the bidder shall comprise of the following components:

11.1.1 Envelope- I: Super - Scribing Techno-Commercial Un priced - Bid (PART-I).

Envelope - I shall contain the **following (duly signed and stamped on each page):**

- A. Covering letter with bidder's offer number.
- B. Bidder's General Details / information as per format F-1.
- C. Bid Security (EMD) as per format F- 4. **(Bids received without EMD shall be rejected)**
- D. Copies of various documents as required as per F-2, F-3, F-3A & 3B, F-5, F-8, F-10, F-11 and F-12.
- E. NO Deviation Confirmation as per F- 6 on bidder's letter head.
- F. Agreed terms and conditions as per Section VI.
- G. Copy of Un-Priced SOR marked "QUOTED" against the items quoted.
- H. Documentary evidence established in accordance with ITB that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- I. Addendum / Corrigendum, if any, to the Tender.
- J. Either of Following:
 - Notarized general Power of Attorney on Non-Judicial Stamp Paper authorizing the signatory of bid.
 - Notarized Board resolution authorizing the signatory of the bid.
 - Original Special Power of Attorney on Non-Judicial stamp paper, authorizing the signatory of the bid for this specific tender.

11.1.2 Envelope II: Tender fees (Bids received without tender fees / MSME / NSIC shall be rejected):

All the above two envelopes should be further enclosed in a Master Envelope Super Scribed with the Tender Number, Name of the Bidder the Due date etc.

12 SCHEDULE OF RATES/ BID PRICES

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Document, based on the rates and prices submitted by the Bidder and accepted by the EMPLOYER. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/ UTGST or IGST).**



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

- 12.2 Prices must be filled in format for ‘Schedule of Rates [SOR]’ enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of “SOR after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under ‘SOR’ but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, General Conditions of Contract(“GCC”), Special Condition of Contract (“SCC”) or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid- price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format – F10) and SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment of State/ Govt. Authorities and after ascertaining it’s applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices both in ‘figures’ & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no.3 of ITB.
- 12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC)** at the designated place in SOR.

13 GOODS AND SERVICE TAX (CGST & SGST/ UGST OR IGST)

- 13.1 Bidders are required to submit notarized copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/ UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST/ UTGST or IGST)**. Please note that the responsibility of payment of **GST (CGST & SGST/ UTGST or IGST)** lies with the Supplier of Goods/ Services only. Supplier of Goods/ Services (Service Provider) providing taxable service shall issue an Invoice/ Bill as the case may be, as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/ Services (Service Provider) with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/ UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, VGL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/ UTGST or IGST)** collected from Owner.

- 13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of VGL that the Supplier of Goods/ Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/ UTGST or IGST)** collected from VGL to the government exchequer, then, that Supplier of Goods/ Services (Service Provider) shall be put under Holiday list of VGL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Consultants.
- 13.4 In case of statutory variation in **GST (CGST & SGST/ UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

Date:02-11-2021

REPL/VGL/LCV/003/21

REV. NO- 00

Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case VGL is not entitled for input tax credit of **GST (CGST & SGST/ UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/ UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/ UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case VGL is entitled for input tax credit of **GST (CGST & SGST/ UTGST or IGST)**, then statutory variation in applicable **GST (CGST & SGST/ UTGST or IGST)** on supply and on incidental services, shall be to VGL's account.

Claim for payment of **GST (CGST & SGST/ UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in%)**GST (CGST & SGST/ UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

- 13.5 Where the VGL is entitled to avail the input tax credit of **GST (CGST & SGST/ UTGST or IGST)**:
- 13.5.1 Owner/ VGL will reimburse the **GST (CGST & SGST/ UTGST or IGST)** to the Supplier of Goods/ Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/ VGL to claim input tax credit of **GST (CGST & SGST/ UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/ UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 13.5.2 The input tax credit of **GST (CGST & SGST/ UTGST or IGST)** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 13.6 Where the VGL is not entitled to avail/ take the full input tax credit of **GST (CGST & SGST/ UTGST or IGST)**:
- 13.6.1 Owner/VGL will reimburse **GST (CGST & SGST/ UTGST or IGST)** to the Supplier of Goods/ Services (service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/ UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/ or certified by the Engineer- In – Charge) the ceiling amount on which **GST (CGST & SGST/ UTGST or IGST)** is applicable will be modified on pro-rata basis.
- 13.6.2 The bids will be evaluated based on total price including applicable **GST (CGST & SGST/ UTGST or IGST)**
- 13.7 VGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.
- However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/ UTGST or IGST)** while evaluation of bid. Where VGL is entitled for input credit of **GST (CGST & SGST/ UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 13.8 In case VGL is required to pay entire/ certain portion of applicable **GST (CGST & SGST/ UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST &**



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

Date:02-11-2021

REPL/VGL/LCV/003/21

REV. NO- 00

SGST/ UTGST or IGST) laws, entire applicable rate/ amount of GST (CGST & SGST/ UTGST or IGST) to be indicated by bidder in the SOR.

Where VGL has the obligation to discharge **GST (CGST & SGST/ UTGST or IGST)** liability under reverse charge mechanism and VGL has paid or is/ liable to pay **GST (CGST & SGST/ UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to VGL or ITC with respect to such payments is not available to VGL for any reason which is not attributable to VGL, then VGL shall be entitled to deduct/ setoff/ recover such amounts against any amounts paid or payable by VGL to Contractor/ Supplier.

- 13.9 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable VGL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

If input tax credit with respect to **GST (CGST & SGST/ UTGST or IGST)** is not available to VGL for any reason which is not attributable to VGL, then VGL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/ UTGST or IGST)** charged in the invoice(s) and shall be entitled to/ deduct/ setoff/ recover the such **GST (CGST & SGST/ UTGST or IGST)** thereupon together with all penalties and interest if any, against any amounts paid or payable by VGL to Supplier of Goods/ Services.

13.10 ANTI-PROFITEERING CLAUSE

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in price. The Supplier of Goods/ Services may note the above and quote their prices accordingly.

- 13.11 In case the GST rating of vendor on the GST portal/ Govt. official website is negative/ black listed, then the bids may be rejected by VGL. Further, in case rating of bidder is negative/ black listed after award of work for supply of goods/ services, then VGL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/ recover such GST along with all penalties/ interest, if any, incurred by VGL

14 BID CURRENCIES

Bidder must submit bid in Indian Rupees Only.

15 BID VALIDITY

- 15.1 Bids shall be kept valid for '**[120] Days**' from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by VGL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/ email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause – 16" in all respect.

16 EARNEST MONEY DEPOSIT/ BID SECURITY - [REFER BDS FOR APPLICABILITY OF EMD]

- 16.1 Bids must be accompanied with '**Earnest Money/ Bid Security**' in the form of '**Demand Draft**' or '**Banker's Cheque**' [in favor of **Vadodara Gas Limited**, payable at **VADODAR**] or '**Bank Guarantee**' or '**Letter of Credit**' as per the format given in **Form-4/4A of the bidding documents**. Bidders shall ensure that 'Bid Security', having a validity of at least '**two [02] months**' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

- Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.
- 16.2 The 'Bid Security' is required to protect VGL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3 VGL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs.100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money/ Bid Security' shall be valid for **'two [02] months'** beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by VGL as non-responsive.
- 16.5 Unsuccessful Bidder's 'Earnest Money/ Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security/ Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award"/ "Fax of Intent [FOI]/ Fax of Acceptance [FOA]",
 - (ii) to furnish "Contract Performance Security/ Security Deposit", in accordance with "ITB: Clause – 38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 Bid Security should be in favor of Vadodara Gas Limited and addressed to VGL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/ 'Form F-4S'.
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD/ Bid Security in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/ PSUs are also exempted from the payment of Bid Security.

17 PRE-BID MEETING (IF APPLICABLE)



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

- 17.1 The Bidder(s) or his designated representatives are invited to attend a “Pre-Bid Meeting” which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on VGL website against the Tender. Any modification of the Contents of Bidding Documents listed in “ITB: Clause-7.1”, that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum/ Corrigendum pursuant to “ITB: Clause – 9”, and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unnamed printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 ZERO DEVIATION

Deviation to terms and conditions of “Bidding Documents” may lead to rejection of bid. VGL will accept bids based on terms & conditions of “Bidding Document” only. Bidder may note VGL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. VGL’s determination of a bid’s responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. VGL reserves the right to raise technical and/ or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested not to take any deviation/ exception to the terms and conditions laid down in this “Tender Documents”, and submit all requisite documents as mentioned in this “Tender Documents”, failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

19.2 REJECTION CRITERIA

Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Earnest Money Deposit/ Bid Security
- (c) Specifications & Scope of Work
- (d) Schedule of Rates/ Price Schedule/ Price Basis
- (e) Duration/ Period of Contract/ Completion Schedule.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

- (f) Payment Terms
- (g) Period of Validity of Bid
- (h) Price Reduction Schedule
- (i) Contract Performance Bank Guarantee/ Security Deposit
- (j) Guarantee/ Defect Liability Period
- (k) Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- (l) Force Majeure & Applicable Laws
- (m) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20 (Deleted)

D. SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.2 All the bids shall be addressed to the owner at address specified in IFB.
- 21.3 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BID

- 22.1 In case of manual tendering EMD along with bid must be submitted within the due date & time.
- 22.2 VGL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 ITB refers). In which case, all rights and obligations of VGL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on VGL's website/ communicate to the bidders.

23 LATE BIDS

- 23.1 Any bid received after notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of manual tendering, bids received by VGL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions. The bid bond of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the bid bond/ physical documents have been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.
- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/ opening/ award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission provided that written notice of the modification, including substitution or withdrawal of the bid, is received by the VGL prior to the deadline prescribed for submission of bids.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

- 24.2** The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provision of the clause 22 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 24.3** No bid shall be allowed to be modified/ withdrawn/ substituted 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. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security, pursuant to clause 16 of ITB and rejection of bid.
- 24.4** The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5** In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering. VGL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/ item(s). Further, such bidder will be put on holiday for the period of six months after following the due procedure.

25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

VGL reserves the right to accept or reject any Bid, and to annual the Bidding process and reject all Bids, at any time prior to award of 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 VGL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which VGL shall respond quickly.

E. BID OPENING AND EVALUATION

FOR TENDERS HOSTED ON N-PROCURE BIDS WILL BE OPENED DIRECTLY ON N-PROCURE ONLY AFTER DUE DATE FOR OPENING THE SAME WITHOUT ANY PRIOR NOTICE TO ANY BIDDER.

ONLY TENDERS SUBMITTED ON n-Procure WILL BE CONSIDERED

SUBSEQUENTLY HARD COPY OF TENDER DOCUMENTS WILL BE OPENED BY REPL/VGL AUTHORITIES ONLY FOR CROSS REFERING TO ONLINE SUBMITTED DOCUMENTS.

PRICE BID OF SUCCESSFUL BIDDERS WILL BE OPENED DIRECTLY ON N-PROCURE WITHOUT ANY PRIOR INTIMATION.

26 BID OPENING

26.1 Un-priced Bid Opening

REPL/ VGL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present, shall sign a bid opening register evidencing their attendance.

26.2 Priced Bid Opening

26.2.1 VGL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening.

The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened and returned unopened after opening of the price bids of techno-commercially responsive bidders.

26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27 CONFIDENTIALITY

During Bid Process: Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to any person(s) not officially concerned with such process.

Post Award of Contract: The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work/services under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the work/services unless prior written permission has been obtained from the EMPLOYER.

28 CONTACTING THE PURCHASER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money/ Bid Security';
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/ or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause – 29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:

- (a) "Deviation" is departure from the requirement specified in the tender documents.
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

A material deviation, reservation or omission is one that,

- (a) If accepted would,
 - (i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

- (ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- (b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

30 CORRECTION OF ERRORS

- 30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic error. Errors will be corrected by the Employer as follows:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figure and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Not applicable. All bids submitted must be in currency specified at clause 14 of ITB.

32 EVALUATION AND COMPARISON OF BIDS

Bids shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents (refer clause 1.3 of BEC) after considering the effect of GST. The employer shall only use the criteria and methodology indicated in Section-II of bidding documents. No other criteria/ methodology shall be permitted.

33 COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BIDS): (Not applicable in this tender)

- 33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.
- 33.2 The bidder is required to specify the rate for ESC on per month basis in the "PRICE PART" of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

34 PURCHASE REFERENCE

Purchase preference to Central Government Public Sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

F. AWARD



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

35 AWARD

Subject to “ITB: Clause-29”, VGL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

36 NOTIFICATION OF AWARD/ FAX OF ACCEPTANCE

36.1 Prior to the expiry of ‘Period of Bid Validity’, VGL will notify the successful Bidder in writing, in the form of “Notification of Award” / “Fax of Intent [FOI]”/ Fax of Acceptance [FOA]”, through fax/ e-mail that his Bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.

36.2 Contact period shall commence from the date of “Notification of Award” or as mentioned in the Notification of Award. 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 “ITB: Clause – 37.

Upon the successful Bidder’s/ Contractor’s furnishing of ‘Contract Performance Security / Security Deposit’, pursuant to “ITB: Clause – 38”, VGL will promptly discharge his ‘Earnest Money/ Bid Security’, pursuant to “ITB: Clause – 16”

37 SIGNING OF AGREEMENT

37.1 VGL will award the Contract to the successful Bidder, who, within ‘fifteen [15] days’ of receipt of the same, shall sign and return the acknowledged copy of VGL.

37.2 The successful Bidder/ Contractor shall be required to execute an ‘Agreement’ in the proforma given in this Bidding Document on a ‘non-judicial stamp paper’ of appropriate value [cost of the ‘stamp-paper’ shall be borne by the successful Bidder/ Contractor] and of ‘state’ specified in Bidding Data Sheet (BDS) only, within ‘fifteen [15] days’ of receipt of the “Letter of Acceptance [LOA]” of the Tender by the successful Bidder/ Contractor. Failure on the part of the successful Bidder/ Contractor to sign the ‘Agreement’ within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/ Security Deposit.

38 CONTRACT PERFORMANCE SECURITY/ SECURITY DEPOSIT

38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from VGL, the successful bidder shall furnish the contract performance security/ Guarantee in accordance with General Conditions of the Contract. The Contract Performance Security/ Guarantee shall be in the form of either Banker’s Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

38.2 The contract performance security shall be for an amount equal to specified in **Binding Data Sheet (BDS)** towards faithful performance of the contractual obligations and performance of equipment. For the purpose of Contract Performance Security, Contract/ order value shall be exclusive of taxes and duties.

Banks Guarantee towards performance security/ security deposit shall be from any Indian schedule bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of **Rs. 100 Crores** and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as **three months beyond the DLP** specified in Bid Data Sheet.

38.3 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 bid security.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

Date:02-11-2021

REPL/VGL/LCV/003/21

REV. NO- 00

38.4 The CPBG/ Security deposit has to cover the entire contract value including extra works/ services also. As long as the CPBG/ Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

39 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

39.1 Definitions:

39.1.1 **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

39.1.2 **“Fraudulent Practice”** means and include any act or omission committed by agency or with his connivance or by his agency by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

39.1.3 **“Collusive Practice amongst bidders (prior to or after bid submission)”** means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefit of free and open competition.

39.1.4 **“Coercive Practice”** means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

39.1.5 **“Vendor/ Supplier/ Contractor/ Consultant/ Bidder”** is herein after referred as “Agency”

39.1.6 **“Appellate Authority”** shall mean Chairman, VGL for works approved by Managing Director and Director Commercial, jointly or severally, Vadodara Gas Limited, Vadodara.

39.1.7 **“Competent Authority”** shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “Director” concerned.

39.1.8 **“Allied Agency”** shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

- a) Whether the management is common;
- b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

39.1.9 **“Investigating Agency”** shall mean any department or unit of VGL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the VGL, GAIL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

39.2 Actions against bidder(s) indulging in corrupt/ fraudulent/ collusive/ coercive practice

39.2.1 Irregularities noticed during the evaluation of the bids:



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice, the bid of such Bidder(s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with VGL for a period specified in para 36.2.2.1 below from the date of issue of banning order.

39.2.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, during execution of contract, the agency shall be banned for future business with VGL for a period specified in para 36.2.2.1 below from the date of issue of banning order.

The concerned order (s)/ contract(s) where corrupt/ fraudulent/ collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the order(s)/ contract(s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order(s)/ contract(s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/ Guarantee Period

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period, the agency shall be banned for future business with VGL for a period specified in para 36.2.2.1 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order(s)/ contract(s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period, the agency shall be banned for future business with VGL for a period specified in para 36.2.2.1 below from the date of issue of banning order.

39.2.2.1 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

39.2.3 Effect of banning on other ongoing contracts/ tenders

39.2.4 If an agency is put on Banning, such agency should not be considered in ongoing tender/ future tenders.

39.2.5 However, if such an agency is already executing other order(s)/ contract(s) where no corrupt/ fraudulent/ collusive/ coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidentals to original scope mentioned in the contract.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

39.2.6 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

39.2.6.1 After issue of the enquiry/ bid/ tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

39.2.6.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/ EMD submitted by the agency shall be returned to the agency.

39.2.6.3 After opening of price, BG/ EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/ other where errant agency emerges as the lowest(L1), then such tender shall also be cancelled and re-invited.

39.3 Procedure for Suspension of Bidder

39.3.1 Initiation of Suspension

Action for suspension business dealing with any agency/ (ies) shall be initiated by Corporate C&P Department when

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from investigating agency, forward for specific immediate action against the agency.
- (iii) Non-performance of Vendor/ Supplier/ Contractor/ Consultant leading to termination of Contract/ Order.

39.3.2 Suspension Procedure

39.3.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

39.3.2.2 During the period of suspension, no new business dealing may be held with the agency.

39.3.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

39.3.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

39.3.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from VGL.

The competent authority to approve the suspension will be same as that for according approval for banning.

39.3.3 Effect of Suspension of business

Effect of suspension on other on – going/ future tenders will be as under:

39.3.3.1 No enquiry/ bid/ tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

39.3.3.2 If an agency is put on the Suspension List during tendering:



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

Date:02-11-2021

REPL/VGL/LCV/003/21

REV. NO- 00

- 39.3.3.2.1 After issue of the enquiry/ bid/ tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- 39.3.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/ EMD submitted by the agency shall be returned to the agency.
- 39.3.3.2.3 After opening of price, BG/ EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/ other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 39.3.3.3 The existing contract(s)/ order(s) under execution shall continue.
- 39.3.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves not their allied agency/ (ies) are on banning list of VGL or GAIL Gas or Vadodara Municipal Corporation or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

39.3.4 Appeal against the Decision of the Competent Authority

- 39.3.5 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.
- 39.3.6 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- 39.3.7 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- 39.3.8 Wherever there is contradiction with respect to terms of GCC and 'Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice' shall prevail.

40 PUBLIC PROCUREMENT POLICY FOR MICRO ANSD SMALL ENTERPRISES

40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/ Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1+ 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be from MSEs owned by SC/ ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women with above 25% reservation. This respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ ST entrepreneurs/ MSEs owned by women.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

In case tendered item is non-splitable or non-dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/ complete supply of total



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

tendered value subject to matching of L1 price.

40.2 The MSEs owned by SC/ ST entrepreneurs shall mean:

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ ST.
- b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by SC/ ST. If the MSE is owned by SC/ ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The MSE(s) owned by Women shall mean:

- a) In case of proprietary MSE, Proprietor(s) shall be Women.
- b) In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

40.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

- a. Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
- b. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012. Further, such participating MSE bidders are not entitled for purchase preference.

40.4 If against an order placed by VGL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No, Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

40.5 **The benefits of policy are not extended to the traders/dealers/Distributors/Stockiest/Wholesalers/Suppliers.**

40.6 Government of India vide Gazette notification no. CG-DL-E-010620220-219680 dated 01/06/2020 notified the modified criteria for classification of Micro, Small and Medium Enterprises, w.e.f. 01/07/2020 which is mentioned below:

- (i) A **Micro Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed Rs. 1 Cr. and Turnover does not exceed Rs. 5 Crs.;
- (ii) A **Small Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed Rs. 10 Crs. and Turnover does not exceed Rs. 50 Crs.;



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

(iii) A **Medium Enterprise**, where the investment in Plant and Machinery or Equipment does not exceed Rs. 50 Crs. and Turnover does not exceed Rs. 250 Crs.;

40.7 Subsequently, vide Gazette notification no. CG-DL-E-26062020-220191 dated 26/06/2020, Ministry of MSME has notified certain criteria for classifying the enterprises as Micro, Small & Medium Enterprises and specified form and procedure for filing the memorandum (“Udyam Registration”) with effect from 01/07/2020

In the aforesaid notification, it is also mentioned that existing MSEs are to obtain “Udyam Registration No.” w.e.f. 01/07/2020 and the existing certificates of MSEs are continued to be valid till 31/12/2021.

40.8 In view of above, it is clarified that following documents are to be submitted by MSEs:

(i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>).

Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012

(ii) An enterprise registered prior to 30.06.2020 and who are not reregistered with Udyam Registration, shall continue to be valid for a period upto 31.12.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

41 AHRITEMS

In items rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR). Items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

I) Rates as per SOR, quoted by the Contractor/ Bidder.

II) Rate of the item, which shall be derived as follows:

- a. Based on rates of Machine and Labour as available from the contract (which includes contractor’s supervision, profit, overheads and other expenses).
- b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 15% to cover contractor’s supervision profit, overhead & other expenses.

42 INCOME TAX AND CORPORATE TAX

42.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

42.2 Corporate Tax liability, if any, shall be to the contractor’s account.

42.3 Work Contract tax/ VAT as may be applicable shall be deducted as per trade tax.

42.4 MENTIONING OF PAN NO. IN INVOICE/ BILL

As per CBDT Notification No. 95/ 2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/ services/ works/ consultancy services exceeding Rs. 2.0 Lakh per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2.0 Lakh. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit in Form 60 along with invoice/ bill for each transaction.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

Payment of supplier/ contractor/ service provider/ consultant shall be processed only after fulfillment of above requirement.

43 SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

44 DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)

- 44.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/ disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Indian Arbitration and Conciliation Act 1996
- 44.2 Any dispute(s)/ difference(s)/ issue(s) of any kind whatsoever between/ amongst the Parties arising under/ out of/ in connection with this contract shall be settled in accordance with the aforesaid rules.
- 44.3 In case of any dispute(s)/ difference(s)/ issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s)/ difference(s)/ issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/ issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/ issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute (s)/ difference(s)/ issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 44.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party(ies) rejects(s) the invitation, there will be no conciliation proceedings.
- 44.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/ she sends the invitation, or within such other period of time as specified in the invitation, he/ she may elect to treat this as a rejection of the invitation to conciliate. If he/ she so elects, he/ she shall inform the other Party(ies) accordingly.
- 44.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 44.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

44.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/ agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

45 BILLING SYSTEM

ORIGINAL Bills/ Invoices to be forwarded in sealed envelope for release of payment in time and following should be clearly mentioned on “top left corner of the envelope” with “address” as under”

(a) Top left corner of the envelope

Vendor Code: _____

LOA/ PO No. Date.....

Bill/ Invoice No. Date.....Invoice Value: Rs.....

Indenting Dept..... Job/ Supply of.....

(b) Address:

TO,

In case of LOA/ Contract	In case of PO
<p>HOD/ EIC (indenting/ User department) Vadodara Gas Limited, I Floor, Riddhi Tower, Manisha Circle, Old Padra Road, Vadodara – 390015 (Gujarat) Ph. 0265-2334073</p>	<p>Asst. Mgr. (C&P) Vadodara Gas Limited, I Floor, Riddhi Tower, Manisha Circle, Old Padra Road, Vadodara – 390015 (Gujarat) Ph. 0265-2334075</p>

46 TRANSPARANCY

Bidders if so desires, may seek in writing the reason for rejection of their bid, to which VGL shall respond quickly.

47 CONTRACTOR’S SUBORDINATE AND THEIR CONDUCT

A new clause no. 36.5 in the GCC for Works has been appended hereunder:

“The Contractor shall obtain necessary certificate with regard to **verification of character and antecedents** in respect of personnel deployed/ proposed to be deployed to carry out the contractual obligations and provide the copy of the said certificate for facilitating Photo Pass to enter into VGL’s Premises”.

48 SALE OF BID DOCUMENTS

Tender document will be available on n-Procure and REPL website only. Fee of the same shall be submitted along with hard copy of the tender documents. No tender document will, however, be considered of the bidders who are on ‘Holiday’ by VGL or GAIL or GAIL Gas or Vadodara Municipal Corporation or Public Sector Project Management Consultant (like EIL, Mecon etc. only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector on due date of submission of bid. Offers submitted by such bidder shall not be considered for opening/ evaluation/ award and will be returned immediately to such bidder. The above is without prejudice to the other rights of VGL.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

49 QUANTITY VARIATION

- 49.1 The Purchaser reserves the right to vary the quantity of each item up to +/- 15% for each item, at the time of award without any change in quoted unit price or other terms & conditions.
- 49.2 The purchaser reserves the right to delete the requirement of any one or more items of MR/ SOR/ BOQ without assigning any reason.

50 SUBLETTING & ASSIGNMENT

The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

However, Subletting of WHOLE WORKS is prohibited. An undertaking to this effect will be given by Vendor/ Contractor along with each invoice/ bill. In addition to above, clause no. 37.0 of GCC is also to be referred.

51 DIRECT PAYMENT TO SUB-VENDOR/ SUPPORTING AGENCIES OF MAIN CONTRACTOR

Normally, the payment is to be made to vendor/ contractor only as per provision of contract. During execution, in case of financial constraints, VGL may make direct payment to their sub-vendor/ supporting agencies as an exception from the amounts due to the vendors/ contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/ contractor. Further, the request for direct payments to the sub-vendor/ sub-contractor shall be considered in performance evaluation of such vendor/ contractor.

52 CHECK MEASUREMENT

Measurement shall be recorded as per the method of measurement spelt out in SOW/ Specification/ SCC of Contract/ Tender Document. The responsibility for checking the measurements as recorded in the measurement Books/ Bills shall be as under:

1. Where VGL Executive is Engineer-In-Charge (EIC) (e.g. O&M Contracts)
 - a. Site – In – Charge/ Site Engineer will check 100% measurements of executed work.
 - b. EIC will further check measurements at least 15% of bill value. In case, Site – In – Charge/ Site Engineer is not available, EIC will check 100% measurements of executed work.
 - c. An officer one level above EIC but not below level of HOD will check measurement of 5% of bill value. In case, HOD is EIC, then he will check measurements of 20% of bill value.
2. **Where PMC is EIC (e.g. Project Construction):**
 - a. PMC will check 100% measurements of executed work.
 - b. VGL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
 - c. An officer one level above Site Engineer but not below level of HOD will further check measurements of 5% of bill value. However, wherever HOD is not available, an officer one level junior to HOD will check measurements of 5% of bill value.
3. **Where VGL Executive is EIC and where Third Party Inspector is deployed (e.g. ARC type Construction Contracts):**
 - a. Third Party Inspector will check 100% measurements of executed work.
 - b. VGL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

- c. EIC will further check measurements of 5% of bill value. In case, there is no Site Engineer, EIC himself will check measurements of 15% of bill value.
 - d. An officer one level above EIC but not below level of HOD will check measurements of 5% of bill value. In case, HOD is EIC, then he will check measurements of 10% of bill value or measurement of 20% of bill value in case there is no Site Engineer.
 4. HOD or an officer of higher level to that EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceeds SOR quantities.
 5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high-rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
 6. The Superior officer should preferably check such items/ quantities other than those already checked by VGL executives at lower levels and should also ensure that the subordinate officer/ officers have exercised the requisite percentage check as stipulated in the procedure.
 7. All concerned officers should indicate the measurements of SOR items checked by them and marked as “Checked and verified”.
- 53 Wherever any portion of the “GCC” is repugnant to or at variance with any provision(s) of the “SCC”, unless a different intention appears, the provisions(s) of the “SCC” shall be deemed to override the provisions(s) of “GCC”, and shall to the extent of such repugnancy or variation prevail.
- 54 Wherever there is contradiction with respect to terms of ‘Integrity pact’, GCC and ‘Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice’, the provisions of ‘Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice’ shall prevail.

55 PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

55.1 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements. The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with VGL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

55.2 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs.7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer—in—Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of VGL.

v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

55.3 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

55.3.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure— A) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sl. No.	Performance rating	Action
1	POOR	Seek explanation for POOR Performance
2	FAIR	Seek explanation for FAIR Performance
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No Further Action

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

(A) Where Performance rating is “POOR”:

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality: **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

- (B) Where Performance rating is “FAIR”:

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

55.3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

55.3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

Sr. No.	Performance rating	Action
1	POOR	Seek explanation for POOR Performance
2	FAIR	Seek explanation for FAIR Performance
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No Further Action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

- (iv) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

- A) Where performance rating is “POOR”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting of on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality: **One Year**
- (ii) Poor Performance, on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

- (iii) Poor Performance leading to termination of contract or offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in "Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices"

B) Where Performance rating is "FAIR"

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

55.4 EXCLUSIONS

The following would be excluded from the scope of evaluation of performance of Vendors/Suppliers/Contractors/ Consultants:

- i) Orders/ Contracts below the value of Rs.7 Lakhs.
- ii) One-time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

However, concerned Engineer—in—Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non-performance of Vendors/Suppliers/Contractors/ Consultants in all such cases.

55.5 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

55.5.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

55.6 EFFECT OF HOLIDAY

55.6.1 If a Vendor/ Supplier/ Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/ Contractor/ Consultant should not be considered in ongoing tenders/future tenders.

55.6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidentals to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

55.6.3 Effect on other ongoing tendering:

55.6.3.1 After issue of the enquiry /bid/ tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

55.6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/ EMD submitted by the party shall be returned to the party.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

55.6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re—invited.

55.7 While putting the Vendor/ Supplier/ Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/ Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

55.8 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to VGL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

55.9 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Chairman, VGL for works approved by Managing Director and Director Commercial, jointly or severally, Vadodara Gas Limited, Vadodara.

55.10 ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re—tendering, VGL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

Further, such bidder will be put on holiday for a period of six months after following the due procedure.

55.11 In case GST department brings to the notice of VGL that a Party has not paid to the credit of the Government the GST collected from VGL, then party will be put on holiday for a period of six months after following the due procedure.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

Annexure – A

**Vadodara Gas Limited
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)**

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ :
Contractor/ Consultant
- vi) Contracted delivery/ :
Completion Schedule
- vii) Actual delivery/ :
Completion date

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

Note:

Remarks (if any)



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

PERFORMANCE RATING (**)

Note:

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub - vendor/sub—contractor due to financial constraints, then ‘0’ marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under:

Sl.No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERYGOOD

Signature of Authorized Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1. DELIVERY / COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Delay in Weeks Marks
Completion Schedule

a)Up to 3 months	Before CDD	40
	Delay up to 4 weeks	35
	“ 8 weeks	30
	“ 10 weeks	25
	“ 12 weeks	20
	“ 16 weeks	15



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

	More than 16 weeks	0
--	--------------------	---

b) Above 3 months	Before CDD	40
	Delay up to 4 weeks	35
	“ 8 weeks	30
	“ 10 weeks	25
	“ 16 weeks	20
	“ 20 weeks	15
	“ 24 weeks	10
	More than 24 weeks	0

1.2. QUALITY PERFORMANCE

40 Marks

For Normal Cases: No Defects/No Deviation/ No failure:

40 marks

i. Rejection /Defects	Marks to be allocated on Prorate basis for acceptable Quantity as compared to total Quantity for normal cases	10 Marks
ii. When quality failure endangers system integration and safety of the system.	Failure of severe nature — Moderate nature - low severe nature	0 Marks 5 Marks 10-25 Marks
iii. Number of deviations	1. No deviation 2. No. of deviations < 2 3. No. of deviations > 2	5 Marks 2 Marks 0 Marks.

RELIABILITY PERFORMANCE

20 Marks



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check—list points	4 marks
iv)	Compliance to statutory and HS&E requirements Or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

56 PROVISIONS FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. "Bidder from a country which shares a land border with India" for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. "Beneficial owner" for the purpose of above (4) will be as under:
 - i.) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

7. SUBMISSION OF CERTIFICATE IN BIDS:

Bidder shall submit a certificate in this regard as Form-I.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

9. PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

**Form-I
UNDERTAKING ON LETTERHEAD**

To,
M/s Vadodara Gas Limited
1st Floor, Riddhi Tower,
Near Manisha Circle,
Old Padra Road,
Vadodara – 390015 (Gujarat)

**SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES
FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS
TENDER NO.: REPL/VGL/LCV/003/21**

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s_____ (*Name of Bidder*) is:

- (i) Not from such a country []
If from such a country, has been registered with the
Competent Authority. []
(ii) (Evidence of valid registration by the Competent Authority
shall be attached) []

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that bidder M/s_____ (Name of Bidder) fulfills all requirements in this regard and is eligible to be considered against the tender.

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



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

Form-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUBCONTRACTING

To,
M/s Vadodara Gas Limited
1st Floor, Riddhi Tower,
Near Manisha Circle,
Old Padra Road,
Vadodara – 390015 (Gujarat)

**SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES
FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS**

TENDER NO.: REPL/VGL/LCV/003/21

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s_____ (**Name of Bidder**) is:

- (i) Not from such a country []
- (ii) If from such a country, has been registered with the []
Competent Authority.
(Evidence of valid registration by the Competent Authority
shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We further certify that bidder M/s_____ (**Name of Bidder**) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s_____ (**Name of Bidder**) fulfills all requirements in this regard and is eligible to be considered.

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



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is: TENDER NO: REPL/VGL/LCV/003/21				
1.1	The Employer/Owner is: Vadodara Gas Limited, Vadodara				
2.1	The name of Item to be procured is: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"> <tr> <td>APPLICABLE</td> <td>NO</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>YES</td> </tr> </table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
16	APPLICABILITY OF EARNEST MONEY/ BID SCURITY <table border="1"> <tr> <td>APPLICABLE</td> <td>YES</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>NO</td> </tr> </table>	APPLICABLE	YES	NOT APPLICABLE	NO
APPLICABLE	YES				
NOT APPLICABLE	NO				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For clarification purposes only, the communication address is: Engg. Projects. (C&P) Resonance Energy Private Limited , 3rd Floor, C-75, Kanoli Building, Sector-10, Noida-201301 (U.P.) Ph. 0120-4225969 / +91- 9650535261 Email —adarsh@energyworld.biz				
C. PREPARATION OF BIDS					
ITB clause	Description				
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid, the following additional documents (SCC Refers): _____				
12	Additional Provision for Schedule of Rate/ Bid Price are as under: _____				
14	The currency of the Bid shall be INR				
15	The bid validity period shall be 120 Days from Final 'Bid Due Date '.				
D. SUBMISSION AND OPENING OF BIDS					
ITB clause	Description				
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.				



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

22.3	For bid submission purposes only, the address is: Attention: Engg. Projects. (C&P) Resonance Energy Private Limited , 3rd Floor, C-75, Kanoli Building, Sector-10, Noida-201301 (U.P.) Ph. 0120-4225969 / +91- 9650535261 Email —adarsh@energyworld.biz				
26	The bid will be opened on n-Procure and hard copy will be opened after receiving of the same for verification purpose only. Price Bid Shall also be directly opened on n-Procure				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II of the Bid Document.				
33	Compensation for Extended Stay: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">APPLICABLE</td> <td style="width: 50%; text-align: center;">NO</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;">YES</td> </tr> </table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: State: Relevant State				
38	Contract Performance Security/ Security Deposit <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">APPLICABLE</td> <td style="width: 50%; text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;">NO</td> </tr> </table> Applicable: 10 % of annualized contract value excluding taxes and duties.	APPLICABLE	YES	NOT APPLICABLE	NO
APPLICABLE	YES				
NOT APPLICABLE	NO				
40	Public Procurement Policy for MSEs: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">APPLICABLE</td> <td style="width: 50%; text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;">NO</td> </tr> </table> This tender is a splittable and divisible.	APPLICABLE	YES	NOT APPLICABLE	NO
APPLICABLE	YES				
NOT APPLICABLE	NO				
41	Provision of AHR Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">APPLICABLE</td> <td style="width: 50%; text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;">NO</td> </tr> </table>	APPLICABLE	YES	NOT APPLICABLE	NO
APPLICABLE	YES				
NOT APPLICABLE	NO				



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

G. INSTRUCTION REGARDING SUBMISSION BID ON n-PROCURE

Any bidder, who meets the Bid Evaluation Criteria (BEC)/ Bidder's Eligibility Criteria (BEC) and wishes to quote against this tender, will obtain this bidding document only on n-Procure (www.nprocure.com) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.

Bids complete in all respect should be uploaded on n-Procure and hard/ physical copy of the same shall reach at the address specified in Bid Data Sheet on or before the due date & time respectively. Bids received after the due date and time is liable to be rejected.

Only Tender submitted by bidder on n-Procure (www.nprocure.com) will be accepted and their hard copy will be taken into consideration.

Original EMD, copy of which has been uploaded, is to be forwarded along with other documents and must be received before the deadline as mentioned in the ITB, failing which the bid will be rejected irrespective of their status in tender and not-with-standing the fact that a copy of EMD was earlier uploaded by the bidder

All document related to techno-commercial bid must be uploaded on n-Procure in the preliminary stage and also submitted in Hard Copy for cross referencing.

Hard Copy (except Price bid) of the bids including Entire Bid Document with sign and seal of the bidder, BEC Supporting Documents, certificates, necessary documents as uploaded on n-Procure must be submitted within the time frame allotted.

Price Bid as submitted on n-Procure shall only be considered.

Any addendum/ corrigendum/ clarifications/ replies thus issued shall be part of the Bidding Documents and will be hosted on n-Procure website [www.nprocure.com] and VGL & REPL website [www.vgl.co.in] / [energyworld.biz/tenders]

BID ISSUE DATE	02/11/2021
DATE & TIME OF PRE-BID MEETING (THROUGH VC)	20/11/2021 @ 1100 hrs.
DUE DATE & TIME OF BID SUBMISSION (ONLINE SOFT COPY)	30/11/2021 UPTO 1600 Hrs.
DUE DATE & TIME OF BID SUBMISSION (HARD COPY)	02/12/2021 UPTO 1600 Hrs.
DATE AND TIME OF UN-PRICED BID OPENING i.e. PRELIMINARY STAGE (on n-Procure)	30/11/2021 AT 1700 Hrs.
DATE AND TIME OF PRICED BID OPENING i.e. COMMERCIAL STAGE (on n-Procure)	WILL BE ANNOUNCED LATER



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

**INSTRUCTION TO BIDDERS FOR UPLOADING AND SUBMISSION OF TECHNO –
COMMERCIAL BID DOCUMENTS ON N-PROCURE AND IN PHYSICAL FORM
RESPECTIVELY**

**IF A BIDDER FAILS TO UPLOAD THE FOLLOWING DOCUMENTS ON N-PROCURE THEIR BID SHALL
BE OUTRIGHTLY REJECTED:**

- 1) **TECHNICAL & FINANCIAL BEC DOCUMENTS**
- 2) **EMD**
- 3) **FORMS & FORMATS**
- 4) **DIGITALLY SIGNED BID DOCUMENT INCLUDING GCC**
- 5) **AL SUPPORTING DOCUMENTS**

**THE ABOVE SHOULD ALSO BE SUBMITTED IN PHYSICAL FORM (HARD COPY) BEFORE THE
DEADLINE AS MENTIONED & DETAILED BELOW**

The said tender has been uploaded on (n) Procure (www.nprocure.com) for the above-mentioned works/ services.

All the bidders are hereby instructed to upload & submit their techno-commercial bid as per the following to avoid any TQ/CQ and notwithstanding to which the bid is liable to rejection:

1) Documents to be uploaded on n-Procure:

- i) Entire Bid Documents including GPC and Replies to bidder's queries & Corrigendum (if any) with digital signature.
- ii) Scanned copy of all required forms & formats duly filled, signed & stamped by authorized signatory.
- iii) Scanned copy of POA and EMD (in any form like BG/ DD/ Banker's Cheque).
- iv) Scanned copy of all Technical and Financial BEC Documents (like WO/LOA/PO along with its work completion certificate and supporting documents, balance sheets with P & L statements, etc.) along with all necessary attestations/ certifications (like Notary Public, Chartered Engineer, Chartered Accountant) as stipulated in BEC and duly self attested by authorized signatory.
- v) Scanned copy of all necessary Technical and Commercial Documents/ Certificates/ Registrations like MSME/ NSIC, PAN, GST, PF, ESIC, ISO, companies registration certificate, technical certifications, technical drawings, data sheets etc. and all others which shall be required along with techno-commercial bid with all necessary attestations/ certifications (like Notary Public, Chartered Engineer, Chartered Accountant) as specified in bid document and duly self attested by authorized signatory.

2) Documents to be submitted in physical form/ hard copy:

All the documents as stated under "Point 1" as above are to be submitted in physical form/ hard copy with physical sign and stamp of authorized signatory on all documents and with original certifications/ attestations wherever required.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

NOTE:

- 1) All the documents are to be uploaded in preliminary stage on n-Procure whose maximum allowable file size is 03 MB. However, there is no restriction on number of files uploaded
- 2) All bids should be uploaded on n-procure and submitted (hard copy) at the designated office before the respective deadlines failing to which bid will be summarily rejected.
- 3) Price bid is only to be uploaded/ filled on n-Procure in the BOQ provided. No physical/ hard copy of the same is to be submitted.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

SECTION – III

GENERAL CONDITIONS OF CONTRACT [GCC] – [SERVICES]

(ATTACHED AS A SEPARATE FILE)

The General Conditions of Contract contain standard conditions of all contracts awarded by Vadodara Gas Limited, Vadodara. Regular vendors/ bidders of VGL are well acquainted with the GCC. GCC being voluminous in size is attached separately with this Tender Document. Vendors/ Bidders are requested to refer the GCC before preparing/ submitting their Bid/ Offer for the subject work.

The above referred GCC shall be part and parcel of the contract for the subject services and shall be accepted, signed and stamped by the successful bidder at the time of the award of the work and the Bidder agrees/ accepts for the same.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

SECTION- IV SPECIAL CONDITIONS OF CONTRACT (SCC-SERVICES)



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

1.0 GENERAL

- 1.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Scope of Work, Deliverables, Specifications, SOR, and any other documents forming part of this Contract, wherever the contract so requires.
- 1.2 Notwithstanding the sub-divisions of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision of the General Conditions of Contract only to the extent such repugnance's or variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General Conditions of Contract.
- 1.4 Wherever it is mentioned in the specification that the CONTRACTOR shall perform certain work or provide certain facilities, it is understood that the CONTRACTOR shall do so at his own cost and the contract price shall be deemed to have included the cost of such performances and provisions, so mentioned.
- 1.5 The materials, equipment, design and workmanship shall satisfy the applicable Indian and International Standards, specifications contained herein and codes referred to. Where the Technical Specifications stipulate requirements in addition to those contained in the Standard Codes and Specifications, those additional requirements shall also be satisfied.
- 1.6 If the quantities of any items change to any extent due to any reason whatsoever, the contractor shall be bound to be execute them at the rates quoted by him. Vadodara Gas Ltd also reserves the right to split the work in full or in part without assigning any reason thereby. The decision of EIC shall be final & binding on contractor in this regard.
- 1.7 The work shall be executed to the satisfaction of EIC/Owner and the contract rates shall include any incidental & contingent work charges so as to complete the work in all respect in prompt, efficient & workmen like manner.

2.0 DEFINITION

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

3.0 SITE INFORMATION

3.1 Location of Site

Filling/ Mother Station: VGL Dasharath, Race Course, Gajrawadi and Filling Facility in and around Vadodara City

DBS Location: Existing as well New DBs identified at OMC RO – ESSAR, HPCL, BPCL & IOCL RO located nearby Vadodara City. However, the contract shall apply for other Locations in and around the City of Vadodara and the awarded rates shall be applicable for any/ all locations within the Vadodara District / Vadodara GA.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

3.2 Site Conditions



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

4.0 INTERPRETATIONS

- 4.1 The several documents forming the Contract are to be read together as a whole and are to be taken as mutually complementary.
- 4.2 Should there be any doubt or ambiguity in the interpretation of the Contract Documents or error, omission or contradiction therein or in any of them, the Contractor shall, prior to commencing the related work, apply in writing to the Engineer-In-Charge for his decision in resolving the issue, ambiguity or contradiction or correction of the error or omission, as the case may be. Should the Contractor fail to apply to the Engineer-In-Charge for his decision, as aforesaid prior to commencing the related work, the Contractor shall perform the said work at his own risk.
- 4.3 The decision of the Engineer-in-Charge on any application under clause 3.2 hereof shall be in writing and shall be final and binding on the Contractor in this behalf.
- 4.4 No verbal agreement, assurances, representations or understanding given by any employee or officer of VGL or so understood by the Contractor, whether given or understood before or during or after the execution of the Contract, shall anyway bind VGL or alter the Contract Documents unless specifically given in writing and signed by the Engineer-in-Charge on behalf of VGL and given as an agreed variation to the relative term(s) in the Contract Documents.
- 4.5 Clause headings given in this or any other Contract Document are intended only as general guide for convenience in reading and segregating the general subject of various clauses.

5.0 TERMS OF PAYMENT

- 5.1 The payment shall be released by the owner against submission of monthly RA bills, with all the required supporting documents - proof of payment through e-banking to all the employees as per contract, Wage Register and Attendance sheet both duly certified by the Contractor and EIC, Electronic Challan cum Return (ECR)/ Electronic Challan along with on line Uploaded list of contract workers/members for the proof of remittance of Provident Fund (PF) including Employees Deposit Linked Insurance Scheme and Employee Pension Scheme, wherever applicable, and Employee State Insurance (ESI) contributions with respective authorities for the contract workers engaged by him/them in contract, maintenance report of LCV if carried out, LCV running KM log sheet. Accordingly, the payment shall be made within 15 days from the date of receipt of bills/ invoice, complete in all respects and duly certified by EIC of Vadodara Gas Ltd.
- 5.2 Recoveries shall be made against the Contractor's claims as per the provisions of the Contract and as may be considered necessary by VGL.
- 5.3 In case any amount has been disbursed wrongly to the Contractor or any other amount is due from the Contractor to VGL, VGL may without prejudice to its rights, recover such amount from any claim/ payment due to the Contractor. At the same time, the Contractor shall have the right to receive the payment that has been omitted in previous invoice by mistake on the part of VGL or the Contractor.
- 5.4 VGL shall not be responsible or obliged for making any payment or any other related obligations under this

	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS	
TENDER DOCUMENT NO REPL/VGL/LCV/003/21		Date:02-11-2021 REV. NO- 00

Contract to the Contractor's Sub-Contractor/ Personnel or Vendors. The Contractor shall be fully liable and responsible for meeting all such obligations and all payments to be made to its Sub-Contractors/ Personnel / vendors and any other third Contractor engaged by the Contractor in any way connected with the discharge of the Contractor's obligations under the Contract and in any manner whatever.

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

6.0 PRIORITY OF WORKS

Owner reserves the right to fix up priorities which will be conveyed by Engineer-In-Charge and the CONTRACTOR shall plan and execute work accordingly.

7.0 ACCESSIBILITY & SECRECY OF DOCUMENTS

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

8.0 ACCOMODATION/TRANSPORTATION/MEDICAL

The contractor shall make his own arrangements for the accommodation of his personal at respective locations and subsequent transportation arrangement for them from their place of residence to work place or any other place as required and company shall have no obligation in this respect. The company shall not be responsible for providing any medical assistance to the contractor's Personnel.

9.0 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

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

10.0 PERIOD OF MOBILIZATION & DEPLOYMENT OF MANPOWER

- 10.1 **The 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). The tendered LCVs are to be deployed in staggered manner as per instruction of EIC and requirement of VGL.**
- 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.
- 10.3 Workmen deployed by the contractor should be well-behaved, non-alcoholic and non-smoker. Chewing pan, pan-masala, gutka, tobacco etc. and spitting by deployed personnel is strictly banned while on duty. They should have good track record and shall have no criminal antecedent. The contractor should submit police verification certificates for the manpower deployed in this contract for character verification as directed by EIC.
- 10.4 The contractor shall arrange, at his cost, uniform/ dress for all its personnel deployed for the work. Design and material of the dress shall be as approved by the Engineer-in-Charge. Workmen deployed by the contractor shall be desired to be neatly dressed, while performing duties.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

- 10.5 The contractor shall make arrangement for – (i) the accommodation of his personnel at respective locations, (ii) to and fro transportation/ conveyance arrangement for them between their residence to work place and any other place as may be required and (iii) medical assistance/ treatment at his own risk and cost. VGL shall have no obligation towards providing accommodation, transportation and medical assistance to the contractor personal.
- 10.6 After the operation of contract/ deployment of manpower at site, the wages of all manpower should be paid through bank only and mapping of account/ opening of account etc of all manpower has to be done by contractor maximum 01 (One) month from the date of operation of contract. Also, during the period of contract, if any manpower left the site, the contractor has to provide the replacement as per contract and ensure proper mapping of account/ opening of account etc of new manpower has to be done within 01 (One) month from the date of deployment and copy of bank statement should be submitted along with monthly bills.

11.0 DURATION OF THE CONTRACT

The contract shall be valid for a period of 36 (Thirty-Six) Months reckoned from the 16th day of issuance of LOA/LOI or the date of commencement/deployment of 1st LCV whichever is earlier. However, the period may be extended for another term of one year under the same terms and conditions with mutual consent subject to satisfactory performance and at sole discretion of VGL.

12.0 REPATRIATION AND TERMINATION OF CONTRACT

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

13.0 INDEMNITY AGREEMENT

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

14.0 AVAILABILITY OF SERVICES AND PENALTY

- 14.1 In the event of delay in mobilizing the services, a penalty at the rate of 0.5 % of the contract value per week or part thereof shall be recovered from the contractor subject to a maximum of 5 % of the contract value.
- 14.2 In the event of delay in mobilization of resources to commence CNG transportation, VGL shall have option to get the work done from any other agency at the risk and cost of the contractor. The expenditure so incurred plus administrative charges @ 20% shall be recovered from Contractor’s bill without any prior intimation.
- 14.3 In case of absence of Driver/ Helper/ Supervisor, the penalty shall be deducted from the contractor’s bill, 1.5 times minimum daily wages (Semiskilled Rate) declared time to time by Central Govt or State Govt wages whichever is higher.
- 14.4 In case the LCV remains absent due to whatsoever reason over and above permissible downtime (excluding authorized repair & maintenance), a monthly penalty charges on Pro-rata basis applicable for particular LCV shall be recovered from contractor’s monthly bill/ any of his pending claims – Downtime permissible



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

per LCV for scheduled & unscheduled maintenance shall be limited to Maximum 12 Hrs per month which is non accruable.

- 14.5 In the event of any damage or loss or caused by the deployed LCV or manpower to the equipment, property, cascade, cylinder etc belonging to VGL or Retail Outlets, the total cost shall be recovered from the contractor. The damages as determined by VGL shall be final & binding on contractor.
- 14.6 After the operational of contract, Contractor has to provide the uniforms & safety shoes within 1 month, incase not wearing/ providing of Uniform & Safety Shoes by any employee during their shift/duty, the penalty shall be imposed Rs. 500/- Per person deducted from contractor running bill per observed any time during the random/regular inspection by EIC or his authorized representative.
- 14.7 Maximum penalty imposed in a particular month for non-availability of requisite personnel/ services would in any case not exceed 25% of monthly bill/ value of a particular LCV in that particular month.
- 14.8 In case of pull out of hose from LCV Point at filling Station/ DBS by LCV due to negligence of Driver, the hose will be supplied by Contractor or the actual cost material will be recovered from the contractor running bill with additional 20% overheads.
- 14.9 If the contractor fails to arrange / repair the Vehicle Tracking System, then a penalty of Rs. 5,000/- per vehicle per month will be levied & same will be deducted from contractors running bills. If the same situation continues for more than a month, these vehicles shall be kept aside and no payment shall be made against these LCV's.
- 14.10 The contractor has to submit recent police verification for all the persons within a period of 90 days from the date of deployment under this contract for character verification, non-submission of character certificate will attract penalty Rs. 1000 per workmen & will deduct from running bill. Incase authority are unable to issue character certificate, letter to be submitted to VGL. Old police verification will not be considered. Date of police verification shall be after date of award of contract only.
- 14.11 Penalty for Non-Availability of LCV:
 - It shall be sole responsibility of bidder to arrange maintenance of all LCV at its base location only. Maintenance time should never be more than 12 hours. Any delay crossing 12 hours shall be penalized with Rs. 12,000.00 immediately and additional penalty on hourly pro-rata basis maximum up to the monthly hiring charge of that LCV. In case of non-utilization of monthly maintenance time, hours shall not be carried forward.
 - In case of Breakdown of any LCV for more than 12 hours, either bidder must arrange alternate LCV in replacement or a penalty of Rs. 12,000.00 shall be imposed and additional penalty on hourly pro-rata basis maximum up to the monthly hiring charge of that LCV.
 - It shall be the sole responsibility of bidder to follow all kind of statutory approvals and renewals time to time required for operation of LCV at Vadodara. VGL shall provide Maximum three days (Including working and non-working day) for renewal of statutory compliance. Bidder must submit legal document like expiry date of such approval, rule of the same and renewed statutory certificate to EIC of VGL. For any such kind of statutory approval, bidder must take prior approval from EIC of VGL with proper detail. For any delay beyond three days, penalty of Rs. 1,000.00 per hour shall be applicable.
 - All LCVs shall be with driver. In case of surprise visit if any passenger found in LCV that one instant shall be penalized by Rs. 1,000.00 per instant /LCV.

15.0 RESPNOSBILITIES OF THE CONTRACTOR FOR COMPLIANCE WITH LABOUR/ INDUSTRIAL LAWS



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

- A.** The Contractor has to fully comply with all applicable laws and regulations passed, modified and notified from time to time by the Central, State and local Government agencies/ authorities. Specific attention of the Contractor is drawn to the following obligations amongst others.

B.

Sr. No	Particulars	Remarks
1	Labour License	The Contractor is required to obtain labour license under the provisions of The Contract Labour (Regulation & Abolition) Act, 1970 from the Office of Regional Labour Commissioner (Central), Vadodara
2	Minimum Wage	The Minimum Wages shall be paid as notified by the Central Government or State Government, whichever is higher, as per the provisions of The Minimum Wages Act, 1948/ The Code on Wages, 2019 (after it comes into force), as applicable to Vadodara (Category-B area/city) being notified by Dy. Chief Labour Commissioner (Central), Ahmedabad from time to time. Wage Period and Monthly wages Wage period shall be monthly and wages for a month will be calculated by multiplying daily rate of MinimumWagesby26. The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month and submit he proof to ward sits remittance in the concerned bank account of each person engaged under this contract along with all necessary documents as specified in this contract which shall be duly certified by the Contractor and EIC.
3	Provident Fund contribution including Employee Deposit Linked Insurance (EDLI) & Administrative charges	<p>(a) The Contractor shall have his own PF Registration / Code No. with the Regional Provident Fund Commissioner (RPFC) as required under the provisions of The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and extend the benefits of Provident Fund, Employees Deposit Linked Insurance Scheme and Employee Pension Scheme, wherever applicable.</p> <p>(b) The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under Employees' Provident Fund Scheme 1952, Employees' Pension Scheme 1995 & Employees' Deposit Linked Insurance Scheme 1976 to the resources deployed by him. Presently, the rate is 13.00% which includes PF @ 12%, Administrative charges @0.50% and EDLI @0.50%.</p> <p>(c) The Contractor should submit copies of separate e-Challan/ ECR/ proof of payment/receipt in respect of resources engaged through this contract only, on monthly basis. Common challan would not be acceptable in VGL. The Contractor should submit copies of previous months EPF e-Challan / ECR along with current month's bill.</p>
4	Employee State Insurance contribution (ESI)	<p>(a) The Contractor shall have his own ESIC registration / Code no. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurances Act, 1948.</p> <p>(b) The Contractor is required to deposit ESI contributions through bank with Employee State Insurance Corporation on monthly basis and to arrange Smart Cards / any other prescribed documents to contract labours engaged by him.</p> <p>(c) The rates towards ESIC contribution shall be as prescribed by the authority from time to time. Presently, ESIC rates are 4.00% of minimum wages i.e. 3.25% Employer Contribution and 0.75% Employee Contribution.</p> <p>(d)The Contractor shall submit challan along with bank receipts/bank statement on monthly basis for the proof of depositing ESI contribution with ESIC.</p>



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

5	Employee's Compensation Act,1923	<p>In case the work place is out of the notified coverage area under ESIC i.e. ESIC is not implemented in the area or in case of excluded employees under ESIC, the Contractor is required to take Employee Compensation / Workmen Compensation Policy from IREDA approved Insurance Company taking into consideration the maximum compensation liability as per provisions of Employee Compensation Act, 1923.</p> <p>The amount apportioned towards the Insurance Policy and the premium thereof shall release /reimburse, as per actual, only after submission of necessary Proof.</p>
6	Bonus	<p>The Contractor shall ensure the payment of bonus as per the provisions of The Payment of Bonus Act, 1965/ The Code on Wages, 2019 (after it comes into force). Present minimum rate of Bonus as per the Payment of Bonus Act, 1965 is 8.33% of minimum wages per month. The maximum bonus including productivity linked bonus to be paid in an accounting ear shall not exceed 20% of the salary/ wage of an employee. In case the wages are above the prescribed wage ceiling limit under the Payment of Bonus Act, 1965/ The Code on Wages, 2019 (after it comes into force), the ex-gratia may be paid at the rate of minimum Bonus i.e. currently @8.33% of minimum wages. The payment of Bonus /ex-gratia shall be made preferably before festival time. The amount apportioned towards the payment of bonus /ex-gratia shall be released/ reimbursed, as per actual disbursement of Bonus/ex-gratia by the Contractor, only after sub mission of proof of payment.</p>
7	Death/ Permanent Disability Gratuity	<p>The payment of Gratuity in cases of death or permanent disablement during the currency of the contract shall be as per the provisions of The Payment of Gratuity Act, 1972. The amount towards payment of gratuity shall be reimbursed to the contractor on submission of proof of disbursement of gratuity to the nominee of the deceased/ permanently disabled contract employee. Nomination form as pre scribed under The Payment of Wages Act must be maintained by the Contractor.</p>
8	Leave wages as per Factories Act/ Rules or Shops & Establishment Act of respective State	<p>The Contractor shall comply with all the applicable leave Rules including leave with wages in terms of applicable labour legislations i.e. Factories Act/ Shops & Establishment Act/ Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965.</p> <p>The Contractor shall extend the leave with wages and maintain the Register of Leave pertaining to the resourced employed. The payment to ward sun-availed leave, as per Factories Act, 1948/ Shops & Establishment Act, shall be settled with the resource eat the time of closure of the contract or separation of resource.</p> <p>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.</p> <p>b) As per Shops & Establishment Act : Leaves as per Gujarat Shops & Establishment Act (this provision may vary from state to state)</p> <p>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 in such manner and on such conditions as may be prescribed. (This provision may vary from state to state).</p>
9	Overtime for working extra work/ Compensatory off (provision for over time should be made in the	<p>Over time as applicable under Factories Act, 1948 or Shops & Establishment Act. Disbursement should be maintained in Overtime Register as prescribed in The Contract Labour (Regulation and Abolition) Act, 1970.</p>



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21



Date:02-11-2021

REV. NO- 00

	contract value as per requirement)	
10	Cost of safety kit & liveries in terms of safety provisions Under Factories Act,1948 (for workers working in factories only)	Contractor has to distribute safety kit and liveries as per instructions of EIC. The cost will be reimbursed on submission of proof of purchase and distribution.
11	Other Acts	The contractor should also fully comply with all applicable laws and regulations including, but not limited to the following legislations: a) The Factories Act, 1948 or The Shops & Establishment Act, 1948 b) The Maternity Benefit Act, 1961 (wherever applicable) c) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1979 & Building and Other Construction Workers Welfare Cess Act, 1996 (if applicable) d) The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)

C. Other responsibilities of the Contractor under Labour Laws

1. All personnel deployed by the contractor should be on the rolls of the Contractor.
2. No contract worker below the age of 18 years and above the age of 58 Years shall be deployed on the work.
3. The Contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
4. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of VGL while at the site/work. His Work/Services will be supervised by the supervisors of contractor. Contractor has to strictly adhere to guidance, instruction whenever issued from time to time.
5. Contractor shall provide proper identification cards to his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor.
6. Contractor has to deploy the personnel with no past criminal records. Also, the contractor has to provide police verification for all the persons deployed by him.
7. All existing and amended safety / fire rule of VGL are to be followed at the work site.
8. The contractor shall not employ or permit to be employed any person suffering from any contagious loathsome or infectious disease. The contractor shall get examined his employees / persons deployed from a civil govt. doctor.
9. No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics, while on duty. If found under the influence of above, the owner / VGL will terminate the contract immediately and may refer the case to police.
10. In case of accident, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money, etc., to the next kith & kin of injured/diseased. Contractor shall indemnify VGL from such liabilities.
11. The contractor hereby agrees to indemnify owner / VGL harmless from all claims, demands, actions, cost and charges etc., brought by any court, competent authority /statutory authorities against Owner/VGL.
12. It is the responsibility of the Contractor to adhere to the applicable laws from time to time and comply with all applicable amendments in labour laws.
13. Driver should follow all traffic rules while performing duties. Contractor shall bear any Challan/ fines/ penalty payable due to traffic violation while on duty.

	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS	
TENDER DOCUMENT NO REPL/VGL/LCV/003/21		Date:02-11-2021 REV. NO- 00

Following documents shall be submitted by the Agency/ Contractor to Engineer-In-Charge at various stages during the currency of the contract:-

D. Immediately after issuance/receiving of Letter of Intent (LOI)

1. Application for issuance of Form-III for obtaining Labour license from Licensing Authority for engaging 20 or more contract workers or such other threshold limits as may be prescribed from time to time.
2. Copy of Labour License before commencement of work if 20 or more contract workers are engaged or such other threshold limits as may be prescribed from time to time.
3. List of persons along with Designation, Employee No., PF Account No., ESIC Account Number, Insurance Coverage Number etc.
4. Copies of Identity Card issued by the contractor of persons to be engaged in VGL.
5. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
6. Copy of Employee State Insurance Registration Certificate issued by Concerned ESIC (wherever applicable)

E. At the time of submission of Monthly Bills

1. The payment to be made to the person deployed at site should not be less than the Minimum wages applicable for Vadodara (UA) i.e. B Category Area declared by Dy. CLC (Central), Ahmedabad, from time to time, towards applicability of Central / State Govt. rates whichever is higher.
2. The Contractor is required to obtain labor license if applicable under the provisions of Contract Labour (R&A) Act, 1970 from the Office of RLC (Central), Vadodara prior to mobilization of contract.
3. Unless otherwise specifically mentioned in the Special Conditions of Contract (SCC) and/or Scope of Work (SOW), the contractor shall bear any upward revision in the rate of Minimum Wages and other wage components, including but not limited to any kind of unprecedented or steep hike over and above the half yearly revisions of variable dearness allowance from time to time at its own cost during the contract period.
4. In case if it is specifically mentioned in the SCC and/or SOW, the difference due to the revision in the Minimum Wages as notified by the appropriate Government from time to time, shall be borne by Vadodara Gas Limited. It is to be noted that in case of revision in the Minimum Wages from time to time, only the difference in the Minimum Wages shall be payable by VGL and no other component whatsoever shall be payable to the contractor.

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

- 1) Payment of wages to the contract workers must be made **through e-banking / digital mode through cashless transaction only** and duly stamped e-banking wage sheet/bank statement of the bank must be duly certified and signed by both the contractor and EIC. Further, a copy of certified and signed duly stamped e-banking monthly wage sheet/bank statement must be submitted to EIC along with subsequent monthly bill.
- 2) Monthly bill duly certified by the contractor or his authorized representative.
- 3) Copy of wage register duly certified by the contractor or his authorized representative and EIC of VGL.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

- 4) Copy of e-banking wage sheet/bank statement duly stamped by designated bank and duly certified by the contractor or his authorized representative and VGL EIC.
- 5) Copy of e-banking wage sheet duly certified by authorized representative(s) of the contractor and VGL certifying as “Certified that the amount shown in the column No. ---- has been paid to the workman concerned through e-banking / digital mode”.
- 6) Copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of Provident Fund contribution with RPFC along with details of employees and Provident Fund A/C No duly certified by Contractor and EIC of VGL.
- 7) Copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of ESI contribution with ESIC along with details of contributions of employees and employer etc. for the previous month duly certified by Contractor and EIC of VGL.
- 8) Contractor shall submit bills in duplicate on monthly basis to the Company (not in piece meal). 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 Finance & Accounts Department.

G. Maintenance of records and registers

1. The Contractor is required to maintain statutory records and registers for applicable labour laws as prescribed under the following rules:

- a) Ease of Compliance to Maintain Registers under the various Labour Laws, 2017
- b) Rationalization of Forms and Reports under Certain Labour Laws Rules, 2017
- c) Labour Codes (after they are made effective by Government of India)



2. The Contractor has to maintain the following (but not limited to) Registers/ Forms/ Reports / Returns at all times:

- a) Employee Register in FORM A (to be replaced by FORM - IV of Code on Wages-2019 (after it comes into force)
- b) Wage Register in FORM B (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM -I of Code on Wages-2019 after it comes into force)
- c) Register of Loan/ Recoveries in FORMC
- d) Attendance Register in FORMD
- e) Register of rest/leave/leave wages in FORME
- f) Copies of Wage Slips in FORM XIX (to be replaced by FORM- V of Code on Wages-2019, after it comes into force)
- g) Copies of Employment Card in FORMXII

3. Documents to be submitted by the Contractor to EIC at various stages during the currency of the contract

a) Immediately after issuance/receiving of Letter of Acceptance (LOA)

- (i) Details as required for issuance of **FORM-VII (Notice of Commencement of Work)**
- (ii) Application for issuance of **FORM-III (Form of Certificate by Principal Employer)** for obtaining Labour License from Licensing Authority for engaging 20 or more resources.
- (iii) Copy of **FORM - VI (License)** before commencement of work if 20 or more resources are engaged.

	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS	
TENDER DOCUMENT NO REPL/VGL/LCV/003/21		Date:02-11-2021 REV. NO- 00

- (iv) Copy of **Provident Fund Registration Certificate** issued by concerned Regional Provident Fund Commissioner.
- (v) Copy of **ESI Registration Certificate** issued by concerned ESIC.
- (vi) Copies Insurance Policy(ies) as mentioned *at Part-iv*
- (vii) Copy of Labour Identification Number (i.e. LIN) Registration done in Shram Suvidha Portal of Govt. of India.



b) At the time of submission of monthly bills

- i. Copy of **Employee Register in FORM - A** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by FORM - **IV** (of Code on Wages-2019, after it comes into force).
- ii. Copy of **Wage Register in FORM - B** under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017 (to be replaced by Register of Wages, Overtime, Fine, Deduction for damage and Loss in FORM - I of Code on Wages-2019, after it comes into force) duly certified by **authorized representative** of the Contractor and **authorized person** in VGL certifying as "**Certified that the amount shown in the column No. ---- has been paid to the workman concerned in my presence on (date)at -----(place)**" along with **copy of bank statement** duly certified by bank as proof of Cashless Transaction / Payment of wages through e-banking/digital mode.
- iii. As a part of compliance and proof of depositing Provident Fund, EDLI and ESI contributions the Contractor shall submit copies of the **Separate eChallans/ ECR**, bank receipts/ bank statement in **respect of resources deployed in VGL in the previous month in this contract**. The documents should also contain details of resources, PF account No., ESI No., contributions of resources and employer etc.
- iv. Dully filled in details as per Part i.
- v. Copy of Wage Slips in FORMXIX

c) At the time of closure of contract

- (i) **Indemnity Bond** of requisite value duly notarized from Notary indemnifying VGL from all liabilities w.r.t. the resource engaged by the Contractor regarding payment of wages, Provident Fund/ESI contributions , Insurance and other statutory payments. Format for Indemnity Bond is enclosed at Part- ii.
- (ii) Copy of the **Wage Register in FORM - B** (to be replaced by FORM-I of Code on Wages-2019 after it comes into force) for the last month.
- (iii) Copies of **Service Certificates** issue to resource in **FORMVIII**
- (iv) Copy of the ECR related to EPF and ESIC Compliance in respect of Resource.
- (v) Details as required for issuance of **FORM- VII (Notice of Completion of Work)**
- (vi) Copies of FORM-C & FORM - D under the Payment of Bonus Act 1965 as proof of payment towards Bonus.
- (vii) Copy of proof towards release of Leave Encashment
- (viii) Copies of No Dues Certificate from contract workers stating they have received all statutory payments and social benefits.
- (ix) No Claim and No Due Certificate from Contractor in format provided by VGL.

H. Employee State Insurance Act,1948: : During the currency of the contract, the contractor has to maintain registers e.g.:

	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS	
TENDER DOCUMENT NO REPL/VGL/LCV/003/21		Date:02-11-2021 REV. NO- 00

- a. Register of employees in prescribed format
- b. Accident Book in prescribed format
- c. Such other Registers / documents as applicable and as may be prescribed from time to time.

I. Provident Fund & Misc. Provisions Act, 1952

- a) Monthly return in prescribed format for employees qualifying for membership of the PF fund.
- b) Contribution card in prescribed format
- c) Return of contribution card sent to the Commissioner on expiry of the Financial Year in prescribed format
- d) Consolidated annual contribution statement in prescribed format. Copy of same should also be given to the individual contract worker and EIC every year.
- e) PF Nomination Form. A copy should be provided to individual contract worker.
- f) Such other Registers / documents as applicable and as may be prescribed from time to time.

16.0 LIABILITY OF TAXES, DUTIES & STATUTORY LEVIES ETC.

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

17.0 GOOD & SERVICE TAX

Goods & Service Tax extra as applicable, the current rate of GST is 18%. This rate may vary as per Government of India Guidelines published from time to time during the tenure of contract.

18.0 RATES TO BE QUOTED

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

While quoting the rate for LCV contractor must consider the following:

1. All arrangement towards consumable, fuel, lubricants, road permit, insurance of LCV, road tax, sale tax, toll tax, any other kind of tax, repair & maintenance of LCV shall be sole risk & cost of contractor & would be considered as included in rates quoted. The LCV shall duly registered with respective RTO for transportation of CNG. Each LCV shall have valid road permit, sufficient tool, spares for running/repair to be carried en-route. Contractor shall make adequate arrangement for fuel/ lubricants so that operation is not affected.

19.0 CONTRACT CUM PERFORMANCE BANK GUARANTEE

- 19.1 After finalization of the Contract, whenever work order is issued by the Owner, CONTRACTOR shall furnish to the Owner within 30 (Thirty) days from the date of issue of work order, an unconditional Contract



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00



Performance Bank Guarantee from a nationalized/ scheduled bank of India or any international bank of repute having a branch in India for due Performance of the Contract for a sum equivalent to 10% of the One Year's/ Annualized Contract Value or 2.5% of Annualized Contract/ Order Value within 30 days of award and balance to be deducted against each RA Bill till the balance 7.5% is deducted from the invoices. This deducted amount can be release/ deduction can be stopped against submission of bank guarantee of equivalent amount. This Contract-cum-Performance Bank Guarantee shall be drawn in favour of the Owner and shall be initially valid for a period adequate to cover up to 90 days after end of defect liability period.

- 19.2 In the event, completion of work is delayed/ extended beyond the scheduled completion date for any reason, whatsoever, the CONTRACTOR shall have the validity of the guarantee suitably extended to cover the period mentioned above.
- 19.3 The Owner shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of the CONTRACTOR failing to honor any of the commitments entered into under this Contract and or in respect of any amount due from the CONTRACTOR to the Owner. In case CONTRACTOR fails to furnish the requisite Bank Guarantee as stipulated above, then the Owner shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security amount and no compensation for the works performed shall be payable upon such termination. Upon completion of the works as per completion schedule stipulated in the Contract, the above said guarantee shall be considered to constitute the Contractor's warranty/ guarantee for the work done by him or for the works supplied and their Performance as per the specifications and any other conditions against this Contract. The warranty/guarantee shall be in force from the date of issuance of certificate of Completion and Acceptance against this Contract as per GCC.
- 19.4 The CONTRACTOR shall also arrange for the Contact Performance Bank Guarantee to remain valid until the expiration of the guarantee period for the entire work order period.
- 19.5 In the event of Completion of project being delayed beyond the Scheduled Completion Date, for any reason whatsoever, the Owner may without prejudice to any other right or remedy available to the Owner, operate the Bank Guarantee to recover the Compensation for delay leviable as per relevant clause of GCC. The Bank Guarantee amount shall thereupon be increased to the original amount, or the CONTRACTOR may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

20.0 DISCIPLINE:

CONTRACTOR shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international practice. CONTRACTOR shall maintain strict discipline and good conduct among its employees and shall abide by and conform to all rules and regulations promulgated by the VGL governing the operations. Should VGL feel that the conduct of any of CONTRACTOR's employees is detrimental to VGL's interest, the Engineer – in – Charge shall have the unqualified right to ask for the removal of such employee either for incompetence, unreliability, misbehavior, security reasons etc. while on or off the job. The CONTRACTOR shall unconditionally comply with such instructions at his own expense. The contractor shall be responsible for the discipline and good behavior of all his personnel deployed in the Service contracted out and should any complaint be received against any of his employee, he shall arrange to replace such persons within 24 hours of notice issued by the Engineer-In-Charge. The decision of the Engineer-In-Charge in this matter shall be final and binding on the contractor.

21.0 DEFENCE OF WORK

	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS	
TENDER DOCUMENT NO REPL/VGL/LCV/003/21		Date:02-11-2021 REV. NO- 00

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

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

22.0 COMPLETION CERTIFICATE

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

23.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION



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

24.0 DOCUMENTATION/ REPORT

The CONTRACTOR shall maintain all records and relevant documents as required. The CONTRACTOR shall submit detailed reports to VGL compiling the salient features and/or outcome of the work immediately after conducting the work. VGL shall review the reports submitted by the CONTRACTOR and offer its comments, which shall be incorporated in subsequent reports by the CONTRACTOR.

25.0 SITE CLEANING

- 25.1 The Contractor shall take care for cleaning the working site/ LCV from time to time for access to work site and also from safety point of view. The Contractor at its own cost and risk shall carry out all such work.

	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS	
TENDER DOCUMENT NO REPL/VGL/LCV/003/21		Date:02-11-2021 REV. NO- 00

25.2 Working site should be always kept cleaned up to the full satisfactions of the EIC, till handing over any work to VGL. The Contractor in addition to other formalities to be observed as detailed in the document shall clear the site to the full satisfaction of the EIC and the Authority having jurisdiction over it.

26.0 DISPOSAL OF UNSERVICABLE MATERIALS, PACKING ETC.

- a) Disposal of the damaged/ unserviceable – materials, consumables, packing, etc shall be the responsibility of the Contractor.
- b) The Contractor shall dispose off the unserviceable materials, debris etc. to any area, as decided by the Engineer-In-Charge. Disposal area shall be arranged by the Contractor at his own risk and cost.
- c) The Contractor shall sort out, clear and stack the serviceable materials obtained during the maintenance/ replacement at places as directed-by the Engineer - In - Charge.
- d) No extra payment shall be made on this account. The quoted rates shall be inclusive of such disposals.
- e) The Contractor shall be the custodian of the dismantled materials till the Engineer-In-Charge takes charge thereof.

27.0 GUARANTEE/ DEFECT LIABILITY PERIOD.



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

28.0 OFF LOADING

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

29.0 SERVICABILITY

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

	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS	
TENDER DOCUMENT NO REPL/VGL/LCV/003/21		Date:02-11-2021 REV. NO- 00

30.0 CHANGE IN LAW

In the event of any change or amendment of any Act or law, Rules or Regulations of Govt. of India or Public Body or any change in the interpretation or enforcement of any said Act or law, rules or regulations by Indian Govt. or public body which becomes effective after the date as advised by the VGL for submission of final price bid for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the VGL subject to the production of documentary proof to the satisfaction of the VGL to the extent which is attributable to such change or amendment as mentioned above.

Similarly, if any change or amendment of any Act or law, Rules or regulations of Govt. of India or public body or any change in the interpretation or enforcement of any said Act or Law, rules or regulations by Indian Govt. or public body becomes effective after the date as advised by the VGL for submission of final price bid of this CONTRACT and which results in any decrease in the cost of the project through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the VGL.

Notwithstanding the above-mentioned provisions, VGL shall not bear any liability in respect of (I) Personnel taxes on the employees of CONTRACTOR and the employees of all its SUB-Contractors etc. (ii) Corporate taxes in respect of the CONTRACTOR and its SUB-Contractors etc.

31.0 ESCALATION/ DE-ESCALATION

The Unit Rates quoted shall be kept firm till contractual completion period, and no price Escalation shall be entertained unless stated otherwise in this document, except variation in CNG rate as detailed under clause no. 31 (Fuel Escalation of Technical Specification).

32.0 INDEMNITY AGREEMENT

ADDITIONAL IMPORTANT DOCUMENTS TO BE SUBMITTED:

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

33.0 CERTIFICATE FOR UNDISPUTED STATUTORY LIABILITIES

[ALONG WITH THE TECHNO – COMMERCIAL BID]

“Bidder should not have any pending/ outstanding undisputed statutory liabilities (including GST, PF, ESIC, Service Tax, etc.) on the balance date for a period of more than 06 months as per audited financial statements of last three F.Y.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

In support of the same, bidder shall have to submit a letter from its Chartered Accountant/ Internal Auditor/ Statutory Auditor (as applicable) on their letter head certifying the above.

34.0 FITNESS CERTIFICATE OF VEHICLES

[TO BE SUBMITTED BEFORE DELOYMENT OF LCV(s)]

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

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



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00



Annexure 01

PARTICULARS OF PF CONTRIBUTION FOR THE MONTH OF _____, 20_____

- (1) Name of the Firm/Agency/Contractor:
- (2) Nature of Contract: Job/Service contract, AMC, O&M, Petty contract, Security, Seasonal
- (3) Postal address of the Contractor:
- (4) Phone No. of the Contractor:
- (5) Fax No. of the Contractor:
- (6) Address of PF office from where EPF Code No. has been allotted:
- (7) EPF Code No. allotted by PF office
- (8) Address of ESIC office from where ESI Code No. has been allotted
- (9) ESI Code No. allotted by ESIC office
- (10) Period of Contract: From _____ to _____
 - (a) Extension Period of Contract, if any From _____ to _____
 - (b) Place where contract workmen are working
- (11) Labour Licence No. _____ Dtd. _____
- (12) Validity period of Labour Licence From _____ to _____
- (13) Details of Deposition of contribution towards EPF
 - (a) EPF Challan No. _____ Amount _____ Date _____
- (14) Details of Deposition of contribution towards ESI
 - (a) ESI Challan No _____ Amount _____ Date _____
- (15) Detail of Contract labour engaged by the contractor

Category	No. of Workers	Prevailing Minimum Wages
Unskilled		
Semi-skilled		
Skilled		
Highly skilled		
Total		

Authorised Signatory

	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS	
TENDER DOCUMENT NO REPL/VGL/LCV/003/21		Date:02-11-2021 REV. NO- 00

Annexure 02

INDEMNITY BOND TO BE EXECUTED ON RS. 100 STAMP PAPER DULY NOTIFIED FROM NOTARY

WHEREAS **Vadodara Gas Limited** (hereinafter referred to as VGL) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at SHRI MUNI COMMI Gas Office, Gas Office Building, Dandiya Bazar, Vadodara - 390001 has entered into a CONTRACT with _____ (**name of the contractor**)” (hereinafter referred to as the (‘CONTRACTOR’) which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at _____ for Rs. _____ (contract value) for _____ (**“NAME OF THE WORK”**) for a period of “_____” and on the terms and conditions as set out, inter-alia in the Work Order No. _____ and various documents forming part thereof hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

VGL has also advised the CONTRACTOR to execute an Indemnity Bond in favour of VGL indemnifying it from all consequences which may arise out of any Case filed by any workers / Labourers / vendors/ sub- contractors /partner etc who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of VGL for above works, which may be pending before any court of Law including Quasi-Judicial Authority, Competent Authority, Labour Court, Arbitrator, Tribunal etc.

NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified VGL from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertakes to compensate to VGL forthwith, on demand, without protest the loss suffered by VGL together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with VGL that:

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of VGL arising from any such contract/case for which VGL has been made party until now or here-in- after.
- (ii) This Indemnity Bond shall not be discharged/revoked by any change / modification / amendment / deletion in the constitution of the firm / contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the contractor.

The under signed has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Place:

Dated:



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

Annexure 03

NO DUE CERTIFICATE FROM WORKMEN

Date: __/__/____



NAME OF WORK: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS

FOI / LOA No:

I, Mr.....S/o.....residing at..... hereby certify that I do not have any dues towards salary, Bonus, Leave wages etc against the above-mentioned work. If any dispute arises in future for any liability, I undertake to resolve such disputes without involving Vadodara Gas Ltd.

Name_____

(Signature of Employee of the contractor)

	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS	
TENDER DOCUMENT NO REPL/VGL/LCV/003/21		Date:02-11-2021 REV. NO- 00

PERFORMA FOR CONTRACT AGREEMENT

REFERENCE:

LOA NO.:

Contract Agreement for the Services of _____ of Vadodara Gas Limited made on _____ between _____ having their office at _____, hereinafter called the “Service Provider” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and Vadodara Gas 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 services 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 Service Provider has inspected the Site and surroundings and nature of Services specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the form and nature of Site and local conditions, the quantities, nature and magnitude of the Services, the availability of labour and materials necessary for the execution of Services, the means of access to above said place, 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 Services 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 Services 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 Services, 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 Service Provider for the provision and the execution of the said Services at the rates stated in the Schedule of Rates of the Services 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 Service Provider for the Services to be executed by him, the Service Provider hereby covenants with Employer that the Service Provider shall and will duly provide, execute and complete the said Services 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 Services and at the said times and in



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

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 Services, Employer does hereby agree with the Service Provider that the Employer will pay to the service provider the respective amounts for the Services actually done by him and approved by the Employer at the Schedule of Rates and such other sum payable to the Service Provider 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 Services the Service Provider does hereby agree to pay such sums as may be due to the Employer for the services rendered by the Employer to the Service Provider, 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 Service Provider that the Service Provider shall have no right, title or interest in the Site made available by the Employer for execution of the Services or in the goods, articles, materials etc., brought on the said Site (unless the same specifically belongs to the Service Provider) and the Service Provider 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 Service Provider, their servants, agents and materials belonging to the Service Provider and lying on the Site.

The Service Provider shall be allowed to enter upon the Site for execution of the Services 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 Service Provider 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 the Employer	Signed and Delivered for and on behalf of the Service Provider
M/S VADODARA GAS LIMITED, VADODARA	M/S _____,
DATE : _____	DATE : _____
PLACE : _____	PLACE : _____
IN PRESENCE OF TWO WITNESSES	
1.	1.
2.	2.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**





TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

SECTION -V SCOPE OF WORK

	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS	
TENDER DOCUMENT NO REPL/VGL/LCV/003/21		Date:02-11-2021 REV. NO- 00

SCOPE OF WORK FOR HIRING OF LIGHT COMMERCIAL VEHICLE (LCV) FOR TRANSPORT OF CNG CASCADE

A. GENERAL

Transport services are required for transporting of CNG cascades from “Mother / Online Stations” to “Daughter Booster Stations” / to Industry designated for gas supply by VGL. The approx. number of LCV required are defined in scope of work to be **deployed on staggered basis as per instruction of EIC**. However, the LESSOR can increase/decrease the number of LCV as per his requirement. The carrying payload capacity of LCV shall be about 7.0 tons. CNG cascades mounted on Light Commercial Vehicles (LCVs) shall be filled from Mother Station for transporting to consumers.

B. SPECIFICATION

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

1. LCVs should be of **latest model & New (CNG based)**. Necessary documents in this regard must be provided by the CONTRACTOR at the time of submission of bid. The LCVs can be arranged through long- term hire CONTRACT basis. The document for such arrangement shall also be furnished along with bid document. Such LCV shall be provided with two earthing connections and filled with a spark arrestor on the exhaust.
2. LCVs offered by the CONTRACTOR should be fit for 7.0 – 8.0 tons payload capacity. VGL shall arrange CNG mobile cascades. The cascades shall be securely mounted on LCV chassis with nuts and bolts by the bidder. The mounting nuts and bolts should not become loose during normal operation. These cascades then transport CNG from Mother stations to consumers.
3. All material required for securely mounting the cascades and crane services required for loading and unloading of cascades from time to time during the service must be arranged by the CONTRACTOR at his own cost.
4. Driver of the LCV shall make / remove the quick release coupling connection at the CNG stations, operate the Cascades Manifold valves. Check and record the cascade pressure at CNG stations and consumers. For doing these jobs in a safe manner, the driver must be trained in any CNG station of VGL, by VGL officers, before actual deployment to drive the cascade mounted LCVs.
5. The CONTRACTOR shall bear the entire operational cost of the vehicle for transportation of CNG in cascades, which shall include but not limited to the following.
 - a. Salary and other emoluments for the driver & supervisors
 - b. Cost of fuels, brake oil and lubricating oil required for operation of the vehicles.
 - c. Maintenance and repair cost of the vehicles.
 - d. Licenses, permits, road tax, insurance including 3rd party insurance and any other statutory levies, etc.
6. The CONTRACTOR shall operate their vehicles at their own risk entirely and VGL shall in no case be held responsible for any damage to the vehicles while on VGL work. The CONTRACTOR shall always maintain the vehicles in sound mechanical condition.



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



Date:02-11-2021

REV. NO- 00

7. The CONTRACTOR shall ensure the safe and correct delivery of CNG at the nominated destinations in the same condition in terms of quality and quantity as FILLED. Any infringement of the above will be deemed as unlawful and VGL will hold the CONTRACTOR legally responsible for the same. Additionally, VGL also reserves the right in such an event, to forthwith terminate the CONTRACT and / or to impose penalties on the CONTRACTOR as VGL may deem fit.
8. The CONTRACTOR shall mobilize the transport services before commissioning of station.
9. The LCV Driver shall have mobile for communication. In case the CONTRACTOR fails to provide this facility, VGL shall make alternate arrangement and make the system operational and necessary payments in this regard shall be made directly to the service provider after deducting such amount from the bills of the CONTRACTOR.
10. Hiring charges shall include services of Drivers for 24 hours in a day for all days in all the vehicles. No driver shall be allowed to work for more than 12 hours in a day.
11. The mobilized fleet shall be fitted with spark / flame arrestor of a design approved by Chief Controller of Explosives and provided with wheel jack, tool kit, and spare wheel.
12. The mobilized fleet shall be painted as per color code and description provided by VGL in addition to the statutory display requirements to carry CNG. The CONTRACTOR shall be responsible for providing suitable signboards / display boards during LCV movement on road or in parked condition. Each LCV to paint rear and side panels for display of company name and logo in combination to fulfill the requirements of display of under rules 130 to 137 of Central Motor Vehicles Rules 1989.
13. Painting of the color codes and all other statutory display must be done by the CONTRACTOR at his own cost before deploying the vehicles for carrying CNG cascades.
14. CONTRACTOR shall securely mount the CNG cascade and make all necessary mounting arrangement including hiring of crane for lifting and handling of CNG cascades, supply of 'U' bolts and nuts for anchoring cascades frame to chassis and installation of necessary supporting stiffener at requisite positions. The complete job of mounting CNG cascade to the satisfaction of the Engineer-in-Charge shall be completed within one day of issue of the cascade.
15. Technical specifications / dimension of client's supplied CNG cascade to be mounted on the LCV are as approx. as follows:

Water liter capacity	: 3000 lit
Length x Width x Height:	: 5.5m x 2 m x 1.6 m
Cascade weight with CNG	: 6.0 ton
16. Fire extinguisher (DCP / CO2) for each LCV shall be supplied and mounted on LCVs as per the directions of Engineer-in-charge. The cost of supply and fabrication of steel material for mounting the extinguishers shall be borne by the CONTRACTOR.
17. Payment of all taxes, duties, pathkar, octroi, service charges etc. on the LCV as per statutory requirements shall be borne by the CONTRACTOR.
18. CONTRACTOR shall indemnify company for any action under Motor Vehicle Act.



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



Date:02-11-2021

REV. NO- 00

19. Transport services shall be provided round the clock on designated routes and as per the schedule given by Engineer-in-charge on all days. Transport on all days. Transport services shall be governed as follows:
- Disconnect the quick connect coupling of the cascade after proper de-pressurization of the hose, as soon as storage pressure falls to a level decided by the Engineer-in-charge and transport the cascade to Mother / filling stations.
 - Connect the cascade with the filling hose by connecting quick connect coupling available at mother stations for refilling.
 - Transport the filled mobile cascades from Mother / filling stations to daughter stations and connect to compressor through quick connect coupling.
 - Each LCV shall be provided with a logbook and the pressure level in the mobile cascade in each bank, time, station name etc. to be filled at commencement of each trip. Opening and closing reading of the milometer must be noted in the logbook. Driver shall also record any leakage, burst disc failure during the trip. The logbook must be signed by station manager / technician for each trip and countersigned by control room shift in charge of VGL daily.
 - Daily filling & dispatch statement has to be prepared by the CONTRACTOR and the same has to be submitted daily at the respective control rooms of VGL by 8 AM daily or as per direction of Engineer-in-charge/VGL designated engineer.
20. The LCV driver should have a valid commercial driving license. The minimum qualification for the driver is 10th pass. The driver should be conversant with Gujarati and Hindi language. (read and speak)
21. The LCV driver's attendants shall wear uniform and shoes at the time of duty. Drivers must maintain the discipline and decorum in the CNG stations. Drivers without proper uniform will not be allowed for duties.
22. In each shift CONTRACTOR shall depute adequate numbers of supervisors for smooth operation of transport services to the satisfaction of Engineer-in-charge. Supervisors shall be provided with the conveyance and mobile phone for effective supervision and better coordination.
23. CONTRACTOR shall provide communication handsets to the supervisors for communicating with the drivers and movement control. The safety and security of the handsets will be the responsibility of the CONTRACTOR. In case of loss and damage, the CONTRACTOR shall be liable for repairing the sets immediately at his own cost.
24. CONTRACT shall carry out all schedules for maintenance of LCV and provide the copy of schedule of maintenance record to Engineer-in-charge.
25. CONTRACTOR shall plan schedule of maintenance in consultation and prior permission of Engineer-in-charge.
26. The CONTRACTOR shall obtain the Traffic Police clearance for 24-hour entry permit for plying



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



Date:02-11-2021

REV. NO- 00

CNG cascades mounted LCV on road. Any assistance / document required in this regard shall be provided by VGL.

27. The CONTRACTOR shall be required to take comprehensive insurance policy coverage including 3rd party insurance for each vehicle taken from a reputed insurance company and shall keep in force during the tenure of the CONTRACT.
28. LCV provided under the transport services should be covered by Zonal Permit at CONTRACTOR's cost.
29. The CONTRACTOR shall ensure that no person in the vehicle would smoke or no fire or other ingredients of ignition should be permitted in the vicinity of the vehicle. No other goods should be carried in the vehicle. The vehicle engaged for transportation of CNG shall not carry any persons or goods other than the crew of the vehicle.
30. Monthly Hiring charges should be quoted considering the cost of CNG on the due date of opening of the bids in Vadodara. This rate will be considered as base rate per kg of CNG for the purpose of calculation, escalation and de-escalation for the entire period of CONTRACT. VGL will consider increase / decrease in the prices only of CNG. 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.
 - a. Escalation / de-escalation will be applied when difference/ change in CNG retail selling rate from base rate is minimum +/-5%. If the fluctuation in the CNG retail – selling rate is lower than 5%, escalation/ de-escalation will be applied when cumulative total of such fluctuations becomes 5% of base rate in terms of either increase or decrease. Documentary evidence regarding rate of CNG has to be provided by the CONTRACTOR.
 - b. The calculation of escalation / de-escalation on account of cost of CNG over base rate will be done as follows: e.g. Let the increase of rate of CNG over base rate is Rs. 1.00 / kg (from 1st of the month) and the total Km run during the month is 650 Kms. Additional amount to be paid for escalation of cost of CNG: Rs. 130 per LCV for 650 Km run assuming the mileage of the LCV is 5 Km per kg of CNG. If the escalation / de-escalation is more than Re. 1 per kg (say Rs. X / kg, X > Re.1) and the vehicle runs for Y Kms during the month, the calculation will be as follows: Additional amount to be paid / recovered for escalation of cost of CNG = Rs. Y* X/5.
31. The LESSOR can increase or decrease the number of LCV required for proper feeding of DBS/ Industry. VGL reserves the right to change the proposed location of Filling & delivery point.
32. During the service, all theft /accidents/damages in the cascade will be contractor responsibility. VGL will hold the CONTRACTOR legally responsible for the same. Additionally, VGL also reserves the right in such an event, to forthwith terminate the CONTRACT and / or to impose penalties on the CONTRACTOR as VGL may deem fit.
33. Insurance of filled cascade along with LCV will be in contractor's scope.
34. The final extra running beyond fixed running distance shall be calculated on yearly basis and accordingly payment shall be made for extra running.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

35. If LCV is running less than the Fixed running distance than the balance distance shall be adjusted in extra running of other LCV initially on yearly basis.



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



Date:02-11-2021

REV. NO- 00

**SECTION – VI
HEALTH, SAFETY
ENVIRONMENT
[HES]
SPECIFICATIONS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



Date:02-11-2021

REV. NO- 00

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1 SCOPE

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

2 REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS

- 2.1 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2 The Contractor shall ensure that the VGL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3 Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4 Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by VGL / external agency authorized by VGL, shall be complied by Contractor and its report to be submitted to VGL.
- 2.5 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, VGL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with VGL.
- 2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by VGL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipment [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9 All equipment should be tested and certified for its capacity before use.
- 2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge of dispose off any such materials without the express authorization of VGL.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

- 2.12 Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 2.13 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14 Contractors should carryout audits/ inspections/ supervisions at the sub-Contractor's works and submit the reports for review by VGL.

3 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

IS: 2925 - 1984	Industrial Safety Helmets
IS: 47701 - 1968	Rubber Gloves for Electrical Purpose
IS: 6994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
IS: 1989 - 1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557 - 1969	Industrial & Safety Rubber Knee Boots
IS: 6519 - 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
IS: 11226 - 1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983 - 1978	Eye Protectors
IS: 9167 - 1979	Ear Protectors
IS: 3521 - 1983	Industrial Safety Belts & Harnesses



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

**SECTION -VI
FORMS/ FORMATS**



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY/ BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY/ BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/ BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY/ SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITION
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FOR BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-18	BIDDER'S QUERIES FOR PRE-BID MEETING
F-19	E-BANKING FORMAT
F-20	CONFIRMATION UNDER MSMED ACT 2006



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

F-1

BIDDER'S GENERAL INFORMATION

To,
Vadodara Gas Limited,
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara - 390015

**SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES
FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS**

TENDER NO.: REPL/VGL/LCV/003/21

1	Bidder Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship Firm/ Partnership Firm/ Limited/ Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/ Partners/ Directors of the firm/ company	
4	Number of Years in Operation	
5	Address of Registered Office: * In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City:
		District:
		State:
		Pin/ ZIP:
6	Operational Address [if different from above]	City:
		District:
		State:
		PIN/ ZIP
7	Telephone Number [Mobile & Landline]	_____ (Country Code) (Area Code) (Telephone No.)
8	E-mail address	
9	Website	
10	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
11	ISO Certification, if any	{If yes, please furnish details }
12	Bid Currency	
13	Banker's Name	
14	Branch	
15	Bank account number	
16	PAN No.	[Enclose copy of PAN Card]
17	GST Registration No.	[Enclose copy of GST Registration Certificate]
18	EPF Registration No.	



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

		[Enclose copy of EPF Registration Certificate]
19	ESI code No.	[Enclose copy of relevant document]
20	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes/ No <i>(If the response to the above is 'Yes", Bidder to provide Purchaser a copy of the Entrepreneur's Memorandum (EM) filled with the authority specified by the respective State Government)</i>
21	Whether Micro/ Small/ Medium Enterprise	(Bidder to submit documents as specified it ITB)
22	Type of Entity	Corporate/ Non-Corporate (As per GST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

NOTE:

- 1) ANY DOCUMENTARY EVIDENCE IN SUPPORT OF ABOVE TO BE AUTHENTICATED/ ATTESTED BY NOTARY PUBLIC WITH LEGIBLE STAMP**
- 2) DOCUMENTARY PROOF AGAINST MSME CERTIFICATION MUST BE DULY CERTIFIED BY CHARTERED ACCOUNTANT AND NOTARY PUBLIC WITH LEGIBLE STAMP**

Place:
Date:

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



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021
REV. NO- 00

F-2

BID FORM

To,
Vadodara Gas Limited,
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara - 390015

**SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES
FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS**
TENDER NO.: REPL/VGL/LCV/003/21

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of
“ _____ including "Specifications &
Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates
[SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole
part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period of "**four [04] months**" from the date of opening of "Techno-Commercial / Un-
priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to "**10% of Annualized
Contract/ Work order value (excluding taxes & duties)**" or as mentioned in Tender Document for the due performance
within "Thirty [30] days" of such Award.

Until a final Agreement/ Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda)
together with the "Notification of Award" shall constitute a binding Agreement between us.



We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents
but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding
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.

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

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]
Name of Witness:
Address:

	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS	
TENDER DOCUMENT NO REPL/VGL/LCV/003/21		Date:02-11-2021 REV. NO- 00

F-3

LIST OF ENCLOSURES

To,
Vadodara Gas Limited,
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara – 390015

**SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES
FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS**
TENDER NO.: REPL/VGL/LCV/003/21

Dear Sir,

We are enclosing the following documents as part of the Bid:

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16.
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/ corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Section II.
6. Bid Security / EMD
7. Duly certified document from chartered engineer and or chartered accountant.

Place:
Date:

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



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021
REV. NO- 00

F-4

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,
M/s Vadodara Gas Ltd
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara-390015 (Gujarat)

**SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES
FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS**
TENDER NO.: REPL/VGL/LCV/003/21

In accordance with Letter Inviting Tender under your reference No _____ M/s. _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer), wish to participate in the said tender for _____.

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is required to be submitted by the Tenderer as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ Bank at _____ having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Vadodara Gas Limited, the amount _____ without any reservation, protest, demur and recourse. Any such demand made by VGL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. _____ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 200__ at _____

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per Power of Attorney No.: _____
Date: _____



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21



Date:02-11-2021

REV. NO- 00

INSTRUCTIONS FOR FURNISHING "BID SECURITY/ EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee/ all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail/ Fax/ Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

.....

	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS	
TENDER DOCUMENT NO REPL/VGL/LCV/003/21		Date:02-11-2021 REV. NO- 00

F-4A

PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"

To,
M/s Vadodara Gas Ltd
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara-390015 (Gujarat)

**SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES
FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS**
TENDER NO.: REPL/VGL/LCV/003/21

Irrevocable and confirmed Letter of Credit No..... Amount: Rs. _____

Validity of this Irrevocable: (In India)

Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are here by authorized to draw on..... (Name of Applicant with full address) for a sum not exceeding..... available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by Vadodara Gas Limited, with the Tender No. duly incorporated therein, that one or more of the following conditions has / have occurred, specifying the occurred conditions(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to Vadodara Gas Limited during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/ Contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No. for..... (Item)
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
5. Please obtain reimbursement as under:
6. All foreign as well as Indian bank charges will be on the account of M/s. (Applicant)

For,

Authorized Signature

(Original Bank) Counter Signature



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021
REV. NO- 00

F-5

LETTER OF AUTHORITY

[Performa for Letter of Authority for Attending Subsequent 'Negotiations'/ 'Pre-tendering Conferences' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,
Vadodara Gas Limited,
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara - 390015

**SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES
FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS**
TENDER NO.: REPL/VGL/LCV/003/21

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Conferences [Pre-tendering Conference]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence/ communication against the above Bidding Documents:

[1] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail:@.....



[2] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail:@.....

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Yours faithfully,

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

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings.

	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS	
TENDER DOCUMENT NO REPL/VGL/LCV/003/21		Date:02-11-2021 REV. NO- 00

F-6

"NO DEVIATION" CONFIRMATION

To,
Vadodara Gas Limited,
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara - 390015


**SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES
FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS**
TENDER NO.: REPL/VGL/LCV/003/21

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 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

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

To be submitted on bidder's Letter Head

	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS	
TENDER DOCUMENT NO REPL/VGL/LCV/003/21		Date:02-11-2021 REV. NO- 00

F-7

DECLARATION REGARDING HOLIDAY/ BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,
Vadodara Gas Limited,
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara - 390015

**SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES
FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS**
TENDER NO.: REPL/VGL/LCV/003/21

Dear Sir,

We hereby confirm that we are not on ‘Holiday’ by VGL or GAIL GAS or Vadodara Municipal Corporation or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/ (ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of VGL or GAIL Gas or Vadodara Municipal Corporation or the Ministry of Petroleum and Natural Gas.



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

In case it comes to the notice of VGL that the bidder has given wrong declaration in this regard, the same shall be dealt as ‘fraudulent practices’ and action shall be initiated as per the Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to VGL by us.

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

To be submitted on bidder’s Letter Head

	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS	
TENDER DOCUMENT NO REPL/VGL/LCV/003/21		Date:02-11-2021 REV. NO- 00

F-8

CERTIFICATE FOR NON-INVOLMENT OF GOVT. OF INDIA

To,
Vadodara Gas Limited,
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara - 390015

**SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES
FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS**
TENDER NO.: REPL/VGL/LCV/003/21

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender _____ for _____ “ _____ ”, the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

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



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

F-9

**PROFORMA OF "BANK GUARANTEES" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY
DEPOSIT"**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
Vadodara Gas Limited,
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara - 390015

PERFORMANCE GUARANTEE No.:

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor" which expression shall wherever the context so require include its successors and assignees) have been awarded the work of _____ vide LOA/FOA No. _____ dated _____ for Vadodara Gas Limited, I Floor, Riddhi Tower, Near Manisha Circle, Old Padra Road, Vadodara - 390015.

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify VADODARA GAS LIMITED, in case of default.

The said _____ has approached us 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 & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender or in payment of any money payable to VADODARA GAS LIMITED we shall on first demand pay without demur, contest, protest and/or without any recourse to the contractor to you in such manner as you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us 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 you in



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021



REV. NO- 00

the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period). The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by VGL in writing. 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 extension of defect liability period of the contract and 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 instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that VGL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/ contractor and notwithstanding any security or the other guarantee that VGL may have in relation to the supplier's/ contractor's liabilities.
7. The amount under the Bank guarantees is payable forthwith without any delay by Bank upon the written demand raised by VGL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of courts at Ahmedabad.
8. 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 (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,
Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank

	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS	
TENDER DOCUMENT NO REPL/VGL/LCV/003/21		Date:02-11-2021 REV. NO- 00

INSTRUCTIONS FOR FURNISHING

"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs.100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

F-10

AGREED TERMS & CONDITIONS

To,
Vadodara Gas Limited,
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara - 390015

**SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES
FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS**

TENDER NO.: REPL/VGL/LCV/003/21

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	Rate of applicable Goods and Services Tax	GST:%
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 4 months from Final/ Extended due date of opening of Techno-commercial Bids.	



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

12.	Please furnish EMD/ Bid Security details: a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB.	
14.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ VGL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserve the right to make any change in the terms & conditions of the RFQ/ BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20.	Confirm that as per Clause 171 of GST Act, the benefit due to reduction in rate of tax or from input tax credit will be passed on to the consumer by way of commensurate reduction in prices.	

Place:
Date:

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



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021
REV. NO- 00

F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/ information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry/ tender through e-mail/ fax to concerned executive in VGL issued the tender, by filling up the Format)

To,
M/s Vadodara Gas Ltd
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara-390015 (Gujarat)

**SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES
FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS
TENDER NO.: REPL/VGL/LCV/003/21**

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/ job and/ or the information regarding the subject tender.

- We intend to bid as requested for the subject item/ job and furnish following details with respect to our quoting office:

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/ Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/ Stamp :



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

F-12

UNDERTAKING ON LETTERHEAD

To,
Vadodara Gas Limited,
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara - 390015

**SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES
FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS**

TENDER NO.: REPL/VGL/LCV/003/21

Dear Sir,

We hereby confirm that “The contents of this Tender Documents No. _____ have not been modified or altered by M/s. (Name of the bidder with complete address) In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s (Name of the bidder) shall be liable for rejection”.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

F-13

BIDDER'S EXPERIENCE

To,
M/s Vadodara Gas Ltd
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara-390015 (Gujarat)

**SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES
FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS**

TENDER NO.: REPL/VGL/LCV/003/21

SI. No	Description of the Services	LOA/ WO No. and date	Full Postal Address & Phone nos. of Client. <i>Name, designation and address of Engineer/ Officer - in – Charge (for cases other than purchase)</i>	Value of Contract/ Order (specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

F-14

CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/ information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (√) against following points:

S.N.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any)		
2.0	Confirm that following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		
viii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
7.0	Confirm has annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable.)		



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

SN	DESCRIPTION	CHECK LIST	YES/ NA	NO
1.	TENDER FEE	Rs. _____ .00		
	DD	DD NO. _____ dated _____ For Rs. ____ .00 in favour of VADODARA GAS LIMITED payable at Vadodara	YES/ NA	
2.	EMD	Rs.		
A	DD	DD No. _____ dated _____ Drawn on _____ (bank) for Rs. _____ In favour of VADODARA GAS LIMITED payable at Vadodara	YES/ NA	NO
B	BG	BG VALIDITY BEYOND 2 TWO MONTHS FROM BID VALIDITY PERIOD OF 120 DAYS	YES/ NA	NO
C	NSIC/ DIC CERTIFICATE/ UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/ firm) and Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB	YES/ NA	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3.	Copy of WORK ORDER (WO)/LOA and completion/ execution certificate as stipulated in BEC	The Work order/ LOA & completion/ execution certificate mentioning required details duly attested by Chartered Engineer and Notary Public . For instance, Work order/ LOA must clearly indicate Nature of work/ service, various components/ items, period, and value. Similarly, completion certificate/ execution certificate must clearly indicate reference to relevant work order, Actual value of executed work, and Actual date of completion.	YES/ NA	NO
6.	FINANCIAL CRITERIA IN CASE OF SINGLE BIDDER AS STIPULATED IN BEC			
6i.	Financial Documents – Turn Over	Submitted audited Balance Sheet and Profit & Loss Statement of any of the three (3) Preceding Financial Year(s), i.e. FY: _____ [to be reckoned from bid due date] along with un-price bid.	YES/ NA	NO
6ii.	Financial Documents – Net Worth & Working Capital	Submitted audited Balance Sheet and Profit & Loss Statement of FY: _____ meeting the NET WORTH & Working Capital requirement.	YES	NO
6iii.	Balance Sheet/s & Profit & Loss Statements as stipulated	Duly certified/ attested by Notary Public with legible stamp with applicability of	YES/ NA	NO



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

	in BEC	relevant clause of BEC		
6iv.	Details of financial capacity of bidder prescribed Format, F-16 as stipulated in BEC	Duly signed and stamped by a Chartered Accountant with Membership Number	YES/ NA	NO
6v.	In case Bidder's Working Capital is inadequate as stipulated in BEC	Letter (as per Format, f-15) from the Bidder's bank having net worth not less than INR 1 (one) Billion confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement duly certified/ attested by Notary Public with legible stamp.	YES/ NA	NO
7.	Tender Document Submitted	Submitted Unedited & Duly signed along with bid document	YES	NO
8.	SOR (BLANK without price) mentioning word " QUOTED/ NOT QUOTED " in each item rate column	Submitted Unedited & Duly signed along with bid document	YES	NO
9.	FORM 1 TO 19 ATTACHED TO TENDER	Duly filled information as applicable, signed, stamped & submitted all	YES	NO
10.	Non-submission of the attested copies as specified above/ in tender document of the requisite certificates/ documents shall render the bid non-responsive and shall be liable for rejection.		[AGREED & CONFIRMED]	

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

NOTE: Bidder is requested to fill this check list and ensure that all detail/ documents have been furnished (attached) as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the "Un-priced bid (Part-I)" and Blank Price schedule (Part-II). **Non submission of any document/ submission without proper certification/ attestation/ authentication as mentioned above may lead to outright rejection of the Bid.**



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO

REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

F – 15

FORMAT FOR CERTIFICATE FROM BANK

IF BIDDER'S WORKING CAPITAL IS INADEQUATE

(To be provided on Bank's letter head)

Date:

To,
Vadodara Gas Ltd
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara-390015

Dear Sir,

This is to certify that M/s..... (Name of the bidder with address) (Hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for VGL's RFQ/ Tender no. VGL/ CO/ C&P-CNG/ BD dated..... for "**Services for _____**" and as per the terms of the said RFQ/ Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly, M/s..... (Name of the Bank with address) confirms availability of line of credit to M/s..... (Name of the bidder) for at least an amount of Rs. _____ (Working Capital Amount)

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly,

For,

(Name & address of Bank) :
(Authorized signatory) :
Name of the signatory :
Designation :
Stamp :



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

F – 16

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR
FINANCIAL CAPABILITY OF THE BIDDER**

**SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES
FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS**
TENDER NO.: REPL/VGL/LCV/003/21

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year _____
Amount (Currency)	
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets – Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & Surplus)	

Name of Audit Firm:
Chartered Accountant
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership no.:

Instructions:

- The financial year would be the same as one normally followed by the bidder for its Annual Report.
- The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
- For the purpose of this Tender document, (i) Annual Turnover shall be “Sale value/ Operating Income”(ii) Working Capital shall be “Current Assets less Current liabilities” and (iii) Net Worth shall be “Paid up share capital and Free Reserve & Surplus”
- This certificate is to be submitted on the letter head of Chartered Accountant.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021
REV. NO- 00

F – 18

BIDDER'S QUERIES FOR PRE-BID MEETING

To,
M/s Vadodara Gas Ltd
I Floor, Riddhi Tower,
Manisha Circle, Old Padra Road
Vadodara-390015 (Gujarat)



**SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES
FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS**
TENDER NO.: REPL/VGL/LCV/003/21

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	VGL'S REPLY
	SEC. NO.	PAGE NO.	CLAUSE NO.	SUBJECT		

NOTE: The Pre-Bid Queries shall be sent by fax and also by e-mail before due date for receipt of bidder's queries.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS	
TENDER DOCUMENT NO REPL/VGL/LCV/003/21		Date:02-11-2021 REV. NO- 00

F-19

E-Banking Mandate Form

(To be issued on vendors letter head)

SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS

TENDER NO.: REPL/VGL/LCV/003/21

1. Vendor/ customer Name:
2. Vendor/ customer Code:
3. Vendor/ customer Address:
4. Vendor/ customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number;
 - f) Type of account (current/ saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9-digit MICR code

I/ We hereby authorize Vadodara Gas Limited to release any amount due to me/ us in the bank account as mentioned above. I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Vadodara Gas Limited responsible.

(Signature of vendor/ customer)



BANK CERTIFICATE

We certify that has an Account no. With us and we confirm that the details given above are correct as per our records.

Bank stamp

Date:

[Signature of Authorized officer of Bank]

	HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS	
TENDER DOCUMENT NO REPL/VGL/LCV/003/21		Date:02-11-2021 REV. NO- 00

F-20

CONFIRMATION ON APPLICABILITY OF “MICRO, SMALL AND MEDIUM ENTERPRISE DEVELOPMENT ACT, 2006 (MSMED ACT 2006)”

SUB: HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS

TENDER NO.: REPL/VGL/LCV/003/21

1. We confirm that provisions of “Micro, Small and Medium Enterprises Development Act 2006” (‘MSMED’) are applicable to us and our organization falls under the definition of:

- a. **Micro Enterprise -** []
- b. **Small Enterprise -** []
- c. **Medium Enterprise -** []

(Please put a tick in the appropriate box)

2. Copy of proof of valid document/ certificate [indicating registration no.] of being a Micro/ Small/ Medium Enterprises is enclosed.

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

Note: In case above Format along with proof of valid document/ certificate [indicating registration no.] is not submitted in offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.



**HIRING OF CNG ENGINE LCV FOR TRANSPORTATION
OF CNG THROUGH MOBILE CASCADES FROM
MOTHER STATION TO DBS FOR A PERIOD OF THREE
YEARS**



TENDER DOCUMENT NO
REPL/VGL/LCV/003/21

Date:02-11-2021

REV. NO- 00

SECTION – VIII

SCHEDULE OF RATES [SOR]

THE SUBWORK/ BOQs PROVIDED ON n-Procure IS IN CONJUGATION WITH THIS SOR. KINDLY REFER THE SOR BEFORE FILLING THE RATES.

BOQ PROVIDED ON n-Procure WILL HAVE NO SEPARATE ROW/ COLOUMN FOR TAXES, DUTIES & CHARGES. THOSE RATES ARE TO BE FILLED EXCLUSIVE OF GST.

RATES TO BE QUOTED FOR SITE BASIS & NOT EX – WORK BASIS

PRICE BID TO BE SUBMITTED ON n-PROCURE ONLY.

NO HARD COPY OF THE SAME SHALL BE SUBMITTED.



HIRING OF CNG ENGINE LCV FOR TRANSPORTATION OF CNG THROUGH MOBILE CASCADES FROM MOTHER STATION TO DBS FOR A PERIOD OF THREE YEARS



**TENDER DOCUMENT NO
REPL/VGL/LCV/003/21**

DATE:02-11-2021

SL NO.	SERVICE DESCRIPTION	UOM	QTY	Unit Rate excluding GST (Rs.)		GST on Unit Rate (in%)	Unit Rate including GST (Rs.)	Total Amount including GST (Rs.)
				In figures (Rs.)	In words (Rs.)			
i	ii	iii	iv	v	vi	vii	viii = {v + (v*vii)}	ix = (iv*viii)
Offer No. & Date:								
1	Providing, Operation & Maintenance along with Spare Parts, CNG Engine Powered Commercial Vehicle (LCVs) with minimum 3000 Kms running per month per LCV for round the clock operation basis suitable for Transporting CNG filled 3000 W Ltrs Capacity Cascade, Fire Extinguisher, Auxiliaries and fittings as per tender document. (Unit Rate to be per LCV per Month) Please Note that type-1 cascade is be provided by the VGL.	LCV Month (No of LCV's X No of Months) 23 X 36 = 828	828			18%		
2	Per kilometer running rate for aforesaid Commercial Vehicle beyond 3000 kilometers* (Rs/Km)	Km	23,05,000			18%		
3	One time charge towards loading of CNG cascade while commencement of work & unloading of CNG cascade after completion of work per LCV	Each	23			18%		
Total Amount [Inclusive of GST]								
						Amount in words		
Service Accounting Code (SAC)								
Name of authorized person submitting the tender on behalf of the Bidder (s):								
Designation of authorized person:								
Name of firm / Contractor:								
Address of firm / Contractor:								
Date:								