




MAHARASHTRA NATURAL GAS LTD, PUNE
(JV of GAIL (India) Ltd & BPCL)

**BID DOCUMENT
FOR**

**TENDER FOR APPOINTMENT OF DIRECT MARKETING AGENCY FOR PNG
ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF
2 YEARS FOR CGD NETWORK OF MNGL, PUNE**


UNDER LIMITED DOMESTIC COMPETITIVE BIDDING

Bid Document No.: MNGL/C&P/2016-17/112 dt.14.03.2017

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
	Bid No.: MNGL/C&P/2016-17/112

INDEX

Sr. No.	Description
1	Request for Quotation
2	Submission of Tender
3	Memorandum
4	Instructions to Bidders
5	General terms and Conditions
6	Bidders Eligibility Criteria
7	Scope of Work
8	Schedule of Rates

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
	Bid No.: MNGL/C&P/2016-17/112

REQUEST FOR QUOTATION (RFQ)

RFQ No. MNGL/C&P/2016-17/112


Date: 14.03.2017

To

Dear Sir,

Quotations are requested in 'Two Bid System' for "Appointment of Direct Marketing Agency for PNG Activities and services on rate contract basis for the period of 2 years for City Gas Distribution Network of MNGL, Pune" in the prescribed bid form as per tender document enclosed. The details of tender are as under:

Sr. No.	Item	Description
1	Tender No.	MNGL/C&P/2016-17/112
2	Description of services	Appointment of Direct Marketing Agency for carrying out PNG Activities and services on rate contract basis for the period of 2 years for City Gas Distribution Network of MNGL, Pune
3	Quantity	As per Schedule of rates
4	Contract Period	2 years from the date of Service Order (SO). Further extendable for another 1 (One) year on same terms and conditions at the sole discretion of MNGL.
5	Tender Fee	NA
6	Type of Tender	Two Bid System
7	Earnest Money Deposit (EMD)	Rs.2,00,000/- in the form of Demand Draft/BG to be in favour of "Maharashtra Natural Gas Ltd." payable at Pune. Validity of EMD shall be 6 months from the bid closing date.
8	Date & Place of Pre-bid conference	21.03.2017 at 11:00 Hrs. at venue given at Sl. No. 12
9	Closing Date & Time	04.04.2017 upto 15.00 Hrs.
10	Opening Date & Time	04.04.2017 at 16.00 Hrs.
11	Performance Bank Guarantee	10% of the Annualized Contract Value
12	Correspondence	Ganesh Said, Sr. Manager (C&P)

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
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address	Maharashtra Natural Gas Ltd., Plot No. 27, 1 st Floor, A-Block, Narveer Tanajiwadi PMPML Bus Depot Commercial Building, Shivajinagar, Pune – 411 005 Tel. No.: 020-25611000, Fax No. 020-25511522 Email : gasaid@mngl.in
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The documents in the tender are as per Index attached

The Tender will be governed by the “Instructions to Bidders, General Terms & Condition, Special Conditions of Contract, Scope of Work & Schedule of rates as per the index attached. Deviations/exceptions to the clauses, if any, should be explicitly recorded seriatim, failing which all the clauses shall be deemed to have been accepted by you.

Two bid system shall be followed for this tender. Bidder should take due care to submit tenders in accordance with requirement in sealed covers.

Thanking you,


Yours faithfully,
For Maharashtra Natural Gas Ltd., Pune

**Ganesh Said
Sr. Manager (C&P)**

- Encl. 1) Appendix – A - 4(four) nos. of Cut-Out slips to be pasted on different sealed envelops of the offer.
- 2) Bid Document.

Note:

Please confirm your intention to quote or not within 7(seven) days. In case not intending to quote then please give your valuable feedback to us.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
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CUT-OUT SLIP – 1

(OUTER ENVELOPE)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : Maharashtra Natural Gas Limited

PROJECT : CNG & City Gas Distribution Project for Pune

BID DOCUMENT NO : MNGL/C&P/2016-17/112

ITEM : Tender for Appointment of Direct Marketing Agency for carrying out PNG Activities and services on rate contract basis for the period of 2 years for CGD Network of MNGL, Pune

DUE DATE OF SUBMISSION & TIME : 04.04.2017 upto 15:00 Hrs.

TO,

**Sr. Manager (C&P)
Maharashtra Natural Gas Ltd.
Plot No. 27, 1st Floor, Narveer Tanajiwadi
PMPML Bus Depot Commercial Building,
Shivajinagar,
Pune - 411005
Ph. No. 020-25611000
Fax No. 020-25511522**

FROM


NAME:

ADDRESS

PHONE NO.

FAX NO.

(To be pasted on the outer envelope containing "Priced", "Unpriced" bids & Bid security/ EMD)

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
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CUT-OUT SLIP – 2

PART – I (UNPRICED BID)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : Maharashtra Natural Gas Limited

PROJECT : CNG & City Gas Distribution Project for Pune

BID DOCUMENT NO : MNGL/C&P/2016-17/112

ITEM : Tender for Appointment of Direct Marketing Agency for carrying out PNG Activities and services on rate contract basis for the period of 2 years for CGD Network of MNGL, Pune

DUE DATE OF SUBMISSION & TIME : 04.04.2017 upto 15:00 Hrs.

TO,

**Sr. Manager (C&P)
Maharashtra Natural Gas Ltd.
Plot No. 27, 1st Floor, Narveer Tanajiwadi
PMPML Bus Depot Commercial Building,
Shivajinagar,
Pune - 411005
Ph. No. 020-25611000
Fax No. 020-25511522**

FROM


NAME:

ADDRESS

PHONE NO.

FAX NO.

(To be pasted on the envelope containing "Unpriced" bid)

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
	Bid No.: MNGL/C&P/2016-17/112

CUT-OUT SLIP – 3

PART – II (PRICED BID)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : Maharashtra Natural Gas Limited

PROJECT : CNG & City Gas Distribution Project for Pune

BID DOCUMENT NO : MNGL/C&P/2016-17/112

ITEM : Tender for Appointment of Direct Marketing Agency for carrying out PNG Activities and services on rate contract basis for the period of 2 years for CGD Network of MNGL, Pune

DUE DATE OF SUBMISSION & TIME : 04.04.2017 upto 15:00 Hrs.

TO,

**Sr. Manager (C&P)
Maharashtra Natural Gas Ltd.
Plot No. 27, 1st Floor, Narveer Tanajiwadi
PMPML Bus Depot Commercial Building,
Shivajinagar,
Pune - 411005
Ph. No. 020-25611000
Fax No. 020-25511522**

FROM


NAME:

ADDRESS

PHONE NO.

FAX NO.

(To be pasted on the envelope containing "Priced" bid)

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
	Bid No.: MNGL/C&P/2016-17/112

CUT-OUT SLIP – 4

PART – III (EMD/BID SECURITY)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : Maharashtra Natural Gas Limited

PROJECT : CNG & City Gas Distribution Project for Pune

BID DOCUMENT NO : MNGL/C&P/2016-17/112

ITEM : Tender for Appointment of Direct Marketing Agency for carrying out PNG Activities and services on rate contract basis for the period of 2 years for CGD Network of MNGL, Pune

DUE DATE OF SUBMISSION & TIME : 04.04.2017 upto 15:00 Hrs.

TO,

**Sr. Manager (C&P)
Maharashtra Natural Gas Ltd.
Plot No. 27, 1st Floor, Narveer Tanajiwadi
PMPML Bus Depot Commercial Building,
Shivajinagar,
Pune - 411005
Ph. No. 020-25611000
Fax No. 020-25511522**

FROM


NAME:

ADDRESS

PHONE NO.

FAX NO.

(To be pasted on the envelope containing “EMD / Bid Security”)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE</p>
	<p>Bid No.: MNGL/C&P/2016-17/112</p>

SUBMISSION OF TENDER


From:
M/s.

To
MAHARASHTRA NATURAL GAS LIMITED
Plot No.27, 1st floor, A-Block,
Narveer Tanajiwadi PMPML Bus Depot Commercial Building,
Shivajinagar,Pune - 411005
TEL : 020-25611000
Fax : 020-25511522
E-Mail : gasaid@mngl.in

Sir,

In response to Tender No.

1. I / We here by tender for execution of the jobs of _____ as per TENDER DOCUMENT within the Time Schedule of completion of contract period, as separately signed and accepted by me/us, at the Schedule of Rates quoted by me/us for the whole jobs in accordance with Notice/Letter Inviting Tender, Schedule of Rates, Specifications for materials and workmanship, Drawings, Time schedule of Completion of supply, and other documents and papers, all as detailed in the Tender Documents.
2. It has been explained to me/us that the time stipulated for completion of supplies in all respects is signed and accepted by me/us in the essence of the CONTRACT. I/We agree that in the case of failure on my/our part to strictly observe the Time of Completion mentioned for jobs, I/We agree to recovery being made as specified therein. In exceptional circumstances, extension of time which shall always be in writing may, however, be granted by you at your discretion, and I/We agree that such extension of time will not be counted for the extension of completion dates stipulated for the subject jobs.
3. I/We agree to pay the Earnest Money and Security Deposit and accept the terms and conditions laid down in the memorandum below in this respect.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p align="center">TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE</p>
	<p align="center">Bid No.: MNGL/C&P/2016-17/112</p>

MEMORANDUM

- a) General Description of Work Appointment of Direct Marketing Agency for Registration of PNG Domestic connections for CGD Project of MNGL, Pune.
- b) Earnest Money Rs.2,00,000/- in the form of DD / BG in favour of Maharashtra Natural Gas Ltd.,Pune.

Note : The Indian / Domestic firms registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing EMD / Bid Security, provided they are registered for the items / work they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.

- c) Security Deposit 10% of the Annualized Contract Value.
- d) Time allowed to start work As per tender
4. Should this tender be accepted, I/We hereby agree to abide by and fulfill all terms and conditions referred to above and in default thereof, to forfeit and pay to the OWNER or its successors or its authorized nominees such sums of money as are stipulated in Tender Documents.
5. I/We hereby pay the Earnest Money of Rs.2,00,000/- in the form of Demand Draft / Bank Guarantee No. _____ issued by _____ (Name and office of any Indian Nationalised Bank) in favour of M/s. Maharashtra Natural Gas Ltd., Pune.
6. If I/We fail to commence the work specified in the Memorandum in para (3), above, or I/We fail to deposit the amount of security Deposit specified in the Memorandum in (3) above, I/We agree that the said OWNER or its successors without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money shall be retained by OWNER towards the Security Deposit specified in (3) above. The said OWNER shall also be at liberty to cancel the Notice of Acceptance of Tender if I/we fail to deposit the Security Deposit as aforesaid or to execute an Agreement or to start SUPPLY as stipulated in the Tender Documents.

I/We enclose herewith evidence or my/our experience of execution of supplies of similar nature and magnitude carried out by me/us in the prescribed proforma and also the Income-Tax and Sales-Tax Clearance Certificates.

dated the _____ day of _____ 2017

Witness:
Name in Block Letters:
Address:




**MAHARASHTRA
NATURAL GAS LIMITED**

**TENDER FOR APPOINTMENT OF DMA FOR PNG
ACTIVITIES AND SERVICES ON RATE CONTRACT
BASIS FOR THE PERIOD OF 2 YEARS FOR CGD
NETWORK OF MNGL, PUNE**

Bid No.: MNGL/C&P/2016-17/112


Yours faithfully,
Signature of Tenderer(s) with the seal of the firm.

Name and Designation of authorized person signing the
tender on behalf of the Tenderer(s)

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
Bid No.: MNGL/C&P/2016-17/112	


INSTRUCTIONS TO BIDDERS

1. Your rate should be inclusive of all taxes and duties. No charges other than those specified in the Schedule of Rates shall be paid to you. **The detailed break up of Taxes should be given separately along with SOR.**
2. Rate should be given according to the unit and no other alternative will be considered.
3. If you are unable to offer, please return this tender to this office suitably endorsed and giving reasons for non-participation to keep your name enlisted in our vendor database.
4. Your offer should be delivered to this office in sealed cover by 15:00 hrs on due date of opening of bid. The tender document with each page duly signed as a token of acceptance should be submitted along with the offer.
5. The validity for the offer should be 4 months from the bid closing date. In the absence of period of validity being mentioned in your offer, it will be assumed that your offer conforms to the validity asked in this Tender enquiry.
6. The estimated quantities are liable to change.
7. MNGL reserves the right to split the contract to more than one bidder.
8. Bids made by agents/ representatives will not be considered.
9. MNGL has to finalize the contract within a limited time schedule. Therefore, it may not be feasible in all cases for MNGL to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and confirm to our terms & conditions and Bid Qualification Criteria of the tender. Bid not send as per MNGL's requirement may be rejected without seeking any clarification.
10. The bid package is non-transferable.
11. Bid package documents shall remain the property of the Company.
12. The Company shall not be responsible for any costs or expenses incurred in connection for the preparation and delivery of the tender or for any other expenses incurred in connection with such bidding.
13. The Company may reject, accept or prefer any tenders without assigning any reason whatsoever.
14. The bidder shall quote a firm price and they shall be bound to keep this price firm without any escalation for any reason till the completion of the contract.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
Bid No.: MNGL/C&P/2016-17/112	

15. No advance payment will be made by MNGL. Bidder asking for advance payment may be rejected.
16. Each tender shall be signed by a duly authorized officer & incase of a Corporation / Companies shall be sealed with the Corporation seal or otherwise appropriately executed under seal.
17. All taxes work contract tax, income tax, etc shall be applicable as per the statutory provisions and shall be included in rates.
18. TENDER must be submitted without making any additions, alternations and as per details given in other clauses hereunder. The rate shall be filled only as per the schedule given in this Tender Document.
19. Addenda/Corrigenda to this Tender Document, if issued, must be signed, submitted along with the Tender Document. The tenderer should write clearly the revised quantities in schedule of Rates of Tender quantities when amendments of quantities are issued addenda.
20. Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.
21. The full name, address, and telegraphic address of the Tenderers shall be written on the bottom left hand corner of the sealed cover.
22. **Bidding System:-**

Two Bid:- Bids are to be submitted in Two Bid System. In “Two Bid System” offers are to be sealed to be submitted in triple sealed covers. The first inner cover will contain Techno-Commercial Bid having all details but with price column blanked out. This cover will clearly be super scribed with “Techno-Commercial Bid” along with tender number and item description. The second sealed inner cover will contain only the price schedule duly filled in MNGL Price Proforma and signed and will be clearly super scribed with “Price Bid” along with tender number. These two covers shall be put into outer cover and sealed. The outer cover should duly bear the tender number and date of closing/opening prominently underlined along with the address of this office.
23. **ALL PAGES ARE TO BE INITIALLED.**
All signatures in Tender Documents shall be dated, as well as, all the pages of all sections of Tender Document shall be stamped & initialed at the lower right hand corner and signed wherever required in the tender papers by the bidder or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
Bid No.: MNGL/C&P/2016-17/112	

24. RATE TO BE IN FIGURES AND WORDS

The tenderer should quote in English, both in figures as well as in words the cases and Schedule of Rate of Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed:

- a) When there is difference between the rates in figures and words, the rate which is specified in words shall be taken as correct.
- b) When the rate quoted by the tenderer in figures and words tally but the total amount is incorrect the unit rate quoted by the tenderer shall be taken as correct and shall be taken as the basis for calculation of the correct amount.
- c) When it is not possible to ascertain the correct rate by either of above methods, MNGL reserves the right to take its own decision.

25. CORRECTIONS AND ERASURES

All correction (s) and alteration (s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over righting is permissible.

26. SIGNATURE OF TENDERER

The TENDER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorized representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorized representative, and a power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.


When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.

27. WITNESS.

Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

28. DETAILS OF EXPERIENCE

The tenderer should furnish, along with his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Owners, location of sites and value of contract, date of commencement

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE</p>
	<p>Bid No.: MNGL/C&P/2016-17/112</p>

and completion of work, delays if any, reasons of delay and other details along with documentary evidence (s).

29. CLARIFICATION OF TENDER DOCUMENT:-

The Tender is required to carefully examine the Technical specifications, conditions of contract, Drawings and other details relating to WORK and given in Tender Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Document he should request in writing for an interpretation/clarification to MNGL in Triplicate MNGL will then issue interpretation/clarification to Tenderer in writing. Such clarifications and or interpretations shall form part of the specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.

Verbal clarification and information given by MNGL or its employee (s) or its representative shall not in any way be binding on MNGL

30. ABNORMAL RATES:-


The Tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of Contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless the OWNER is convinced about the reasonableness after scrutiny of the analysis for such rate (s) to be furnished by the tenderer (on demand).

31. EARNEST MONEY DEPOSIT

The tenderer must pay Earnest Money as given in the letter/notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening, Earnest Money can be paid in Demand Drafts, or Bank Guarantee of any Nationalised Bank in favour of MAHARASHTRA NATURAL GAS LIMITED.

NOTE: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the OWNER (as at Appendix – EMD). No interest shall be paid by the OWNER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of **“two months beyond the date of validity of the tender”**. (BG from cooperative banks shall not be accepted). The EMD shall be forfeited in the event of the bidder withdrawing his offer.


The Earnest Money deposited by successful tenderer will be retained towards the security deposit for the fulfillment of the CONTRACT, but shall be forfeited if the tenderer fails to deposit the requisite Security deposit as per clause of General Terms of

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	<p align="center">Bid No.: MNGL/C&P/2016-17/112</p>

contract hereof and / or fails to start work within a period of 15 days or fails to execute the AGREEMENT (As per Appendix- proforma of Agreement) within 10 days of the receipt by him of the Notification of Acceptance of Tender.

The Earnest Money of the unsuccessful tenderers will be refunded by MNGL directly to the tenderers within a reasonable period of time. Correspondence in this regard may be addressed to MNGL directly by the TENDERERS.

Note : The Indian / Domestic firms registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing Bid Security, provided they are registered for the items / work they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.

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	<p>Bid No.: MNGL/C&P/2016-17/112</p>

General Conditions of Contract (GCC)

ARTICLE 1.0: DEFINITIONS AND INTERPRETATIONS

In this Document, as hereunder defined, the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

AGREEMENT means the agreement concluded on non-judicial stamp paper between MNGL and Service provider for Services as per this TENDER.

MNGL/OWNER shall mean Maharashtra Natural Gas Ltd., A-Block, Plot No. 27, 1st Floor, Narveer Tanajiwadi PMPML Bus Depot Commercial Building, Shivajinagar, Pune – 411005

MNGL'S REPRESENTATIVE means the person appointed or authorized from time to time by MNGL for execution of the contract.

SERVICE PROVIDER'S REPRESENTATIVE means the person appointed from time to time by SERVICE PROVIDER for execution of the Contract.

ENGINEER-IN-CHARGE/EXECUTIVE-IN-CHARGE shall mean the person designated from time to time by the MNGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

SIGN OFF means a recorded statement for completion of a milestone/major activity by Service Provider as envisaged in this document and accepted by MNGL.

CONTRACT shall mean Letter of Acceptance and all attached exhibits and document referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.


SERVICES mean the duties to be performed and the services to be rendered by Service Provider according to the terms and conditions of the Contract.

HEADINGS the headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the Contract.

SINGULAR AND PLURAL WORDS importing the singular only also include the plural and vice-versa where the context requires.

ARTICLE 2.0: PERFORMANCE OF DUTIES AND SERVICES BY SERVICE PROVIDER

2.1 Service provider shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE</p>
	<p>Bid No.: MNGL/C&P/2016-17/112</p>

exercise all reasonable professional skill, care and diligence in the discharge of said Project work.

Service Provider shall in all professional matters act as a faithful advisor to MNGL, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

Service Provider, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.

Service Provider shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.

- 2.2 Service Provider will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of MNGL.

ARTICLE 3.0: MNGL'S REPRESENTATIVE

- 3.1 MNGL shall nominate its Representative(s) who shall be entitled to act on behalf of MNGL with respect to any decision it is empowered to make. The bill / invoice of Service Provider will be certified for payment by such representatives.

ARTICLE 4.0: SERVICE PROVIDER'S REPRESENTATIVE


- 4.1 Service Provider shall nominate a qualified and experienced person as its Representative who will be the contact person between MNGL and Service Provider for the performance of the Contract. This nomination shall be done within ten (10) days after the coming into force of the Contract. Service Provider shall notify MNGL in writing prior to the appointment of a new representative. Service Provider's Representative may be replaced only with MNGL's consent after getting approved his CV's from MNGL.

MNGL shall be at liberty to object to any nomination and to require Service Provider to remove Service Provider's representative for good causes. Service Provider shall replace immediately such person by competent substitute at no extra cost to MNGL.

- 4.2 Service Provider's Representative shall be entitled to act on behalf of Service Provider with respect to any decisions to be made under the Contract.

ARTICLE 5.0: PAYMENT TERMS

- 5.1 MNGL shall pay for the services rendered as per stipulation in the tender through account payee cheque only. All Bank charges of Service Provider's Bankers shall be to the Service Provider's account.

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	<p>Bid No.: MNGL/C&P/2016-17/112</p>

- 5.2 Service Provider will invoice MNGL according to the terms and conditions provided in the tender.
- 5.3 Payment terms will be as per scope of work.

ARTICLE 6.0: PERFORMANCE GUARANTEE

- 6.1 Service Provider shall submit to MNGL an unconditional, irrevocable and on first demand guarantee 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, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks 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 a letter head.

The value of Contract Performance Guarantee shall be 10% of annualized contract value for the due performance of the Contract. The Contract Performance Guarantee shall be valid for a period of three months beyond the guarantee/warranty period of the contract. The format of performance guarantee is annexed hereto. All expenses incurred in obtaining of such guarantee shall be borne by Service Provider.


- 6.2 In case of extension of completion period, Service Provider shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements.

ARTICLE 7.0: CONFIDENTIALITY

- 7.1 Service Provider shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by MNGL without the prior written consent of MNGL.
- 7.2 Service Provider further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Service Provider shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

ARTICLE 8.0: TAXES AND DUTIES

- 8.1 Service Provider shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE</p>
	<p>Bid No.: MNGL/C&P/2016-17/112</p>

8.2 Statutory variation in taxes (CST, LST, WCT, withholding tax, service tax etc.) and duties, if any, within the contractual completion period shall be borne by MNGL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.

8.3 Service Provider will not claim from MNGL any taxes paid by him.

8.4 MNGL shall deduct Income tax at source at applicable rates.

ARTICLE 9.0: RESOLUTION OF DISPUTES / ARBITRATION

9.1 MNGL and Service Provider shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

9.2 All disputes, controversies, or claims between the parties (except in matters where the decision of the Executive/Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.


MNGL shall suggest a panel of three independent and distinguished persons to the other party (Service Provider) to select any one among them to act as the sole Arbitrator.

In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and MNGL shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the MNGL on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the PARTIES. The arbitration proceeding shall be in English language and the venue shall be at Pune, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there-under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in Pune (India).

9.3 Service Provider may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE</p>
	<p>Bid No.: MNGL/C&P/2016-17/112</p>

In case of Government Public Sector Undertakings, the clause shall be applicable as per Government guidelines.

ARTICLE 10.0: LEGAL CONSTRUCTION


- 10.1 Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at Pune.

ARTICLE 11.0: SUSPENSION OF THE PERFORMANCE OF DUTIES AND SERVICES

- 11.1 MNGL may suspend in whole or in part – the performance of services of Service Providers any time upon giving not less than fifteen (15) days notice.
- 11.2 Upon notice of suspension, Service Provider shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.
- 11.3 Upon suspension of the performance of services, Service Provider shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.
- 11.4 By fifteen days prior notice, MNGL may request Service Provider to resume the performance of the services, without any additional cost to MNGL.
- 11.5 In case of suspension of work by Service Provider on MNGL's request for more than 10 days, demobilization and remobilization charges will be paid to Service Provider as per Schedule of Rates.
- 11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

ARTICLE 12.0: PRICE REDUCTION SCHEDULE (PRS)

- 12.1 In case Service Provider fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 19.0 hereinafter or due to MNGL default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5% of contract price.
- 12.2 MNGL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Service Provider from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Service Provider and MNGL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which MNGL would have suffered on account of delay/ breach on the part of Service Provider and the said amount will be payable on demand without there being any proof of the

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE</p>
	<p>Bid No.: MNGL/C&P/2016-17/112</p>

actual loss/or damage caused by such breach/delay. A decision of MNGL in the matter of applicability of price reduction shall be final and binding.

ARTICLE 13.0: ASSIGNMENT

Service Provider shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of MNGL which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Service Provider only.


ARTICLE 14.0: INDUSTRIAL AND INTELLECTUAL PROPERTY

- 14.1 In order to perform the services, Service Provider must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep MNGL harmless and indemnify MNGL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.
- 14.2 All documents, report, information, data etc. collected and prepared by Service Provider in connection with the scope of work submitted to MNGL will be property of MNGL.
- 14.3 Service Provider shall not be entitled either directly or indirectly to make use of the documents, reports given by MNGL for carrying out of any services with any third parties.
- 14.4 Service Provider shall not without the prior written consent of MNGL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

ARTICLE 15.0: LIABILITIES

- 15.1 Without prejudice to any express provision in the contract, Service Provider shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.
- 15.2 Service Provider shall remain liable for any damages due to its gross negligence within the next 3 months after the issuance of the provisional acceptance certificate of the contract.
- 15.3 The amount of liability will be limited to 10% of the contract value.

ARTICLE 16.0: TERMINATION OF CONTRACT

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p align="center">TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE</p>
	<p align="center">Bid No.: MNGL/C&P/2016-17/112</p>

16.1 Termination for Default

MNGL reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Service Provider fails to perform any obligation(s) under the CONTRACT and if Service Provider, does not cure his failure within a period of 30 days (or such longer period as MNGL may authorize in writing) after receipt of the default notice from MNGL.

16.2 Termination for Insolvency

MNGL may at any time terminate the CONTRACT by giving written notice without compensation to Service Provider, if Service Provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MNGL.

16.3 Termination for convenience

MNGL may by written notice sent to Service Provider, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by MNGL till the date upon which such termination becomes effective.

ARTICLE 17.0: MODIFICATION

Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

ARTICLE 18.0: CONTRACT/AGREEMENT


The notification of award along with agreement on non judicial stamp paper of appropriate value of _____ as per proforma within 10 days from the date of receipt of LOI, the cost of stamp paper is to be borne by Service Provider, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

ARTICLE 19.0: FORCE MAJEURE

Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Service Provider.

SERVICE PROVIDER shall advise MNGL by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE</p>
	<p>Bid No.: MNGL/C&P/2016-17/112</p>

of Force Majeure, MNGL reserves the right to cancel the Contract and the provisions governing termination stated above.

For delays arising out of Force Majeure, Service Provider shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither MNGL nor Service Provider shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

Service Provider shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, Service Provider or the MNGL shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Service Provider without being subject to price reduction for delayed completion, as stated elsewhere.

ARTICLE 20.0: RECTIFICATION PERIOD

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.


No deviation from such conditions shall be made without MNGL'S agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Service Provider pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by MNGL) are guaranteed to be of the best quality of their respective kinds.

Service Provider shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within three months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 30 days of observance of mistake.

ARTICLE 21.0: SUB CONTRACT

Any sub contract to be made by the SERVICE PROVIDER relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by MNGL. Upon the request of MNGL, the Service Provider shall submit for MNGL's prior approval, the terms of reference or any amendment thereof for such sub-contractor's SERVICES. Notwithstanding such approval, the Service Provider shall remain fully responsible for the performance of services under the CONTRACT.

ARTICLE 22.0: NOTICES

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE</p>
	<p>Bid No.: MNGL/C&P/2016-17/112</p>

- 22.1 Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.
- 22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

ARTICLE 23.0: ACQUISITION OF DATA

If required, SERVICE PROVIDER shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. MNGL, if requested in writing by SERVICE PROVIDER, may assist the Service Provider in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the SERVICE PROVIDER.

ARTICLE 24.0: Mobilization Period:

The deployment for the services shall be within 15 **days** or earlier from the date of issue of SO. In case of failure, MNGL reserves the right to cancel the contract.

ARTICLE 25.0: Contract Period :

The contract shall be valid for a period of 2 (Two) Years from the date of issue of Service Order (SO). Further extendable for a period of 1 (One) year on same terms and conditions at the sole discretion of MNGL.


ARTICLE 26.0: Insurance:

Service Provider as far as possible shall cover insurance with Indian Insurance companies.

i) EMPLOYEES STATE INSURANCE ACT (ESI):

The Service Provider agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the Service Provider further agrees to defend, indemnify and hold OWNER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by Service Provider or of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the OWNER arising under, growing out of or by reasons of the work provided for by this Service Provider whether brought by employees of the Service Provider, by third parties or by Central or State Government authority or any political subdivision thereof.

The Service Provider agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the Service Provider's or subcontractor's employees, who are

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
Bid No.: MNGL/C&P/2016-17/112	

employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The Service Provider shall deduct and secure the agreement of the to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The Service Provider shall remit and secure the agreement of to remit to the State Bank of India. Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The Service Provider agrees to maintain all Cards and Records as required under the Act in respect of employees and payments and the Service Provider shall secure the agreement of the to maintain such records. Any expenses incurred for the contribution, making contributions or maintaining records shall be to the Service Provider's account.

The OWNER shall retain such sum as may be necessary from the total VALUE OF CONTRACT will the Service Provider shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the Service Provider when the ESI Act is extended to the place of work.

ii) **WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

Insurance shall be effected for all the Service Provider's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the Service Provider shall require to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the Service Provider's Insurance.


iii) **ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER :**

Service Provider shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to OWNER. He shall also carry and maintain any other insurance which may be required by the OWNER.

iv) **ACCIDENT OR INJURY TO WORKMEN:**

The OWNER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the Service Provider or any save and except an accident or injury resulting from any act or default of the OWNER, his agents or servants and the Service Provider shall indemnify and keep indemnified the OWNER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

ARTICLE 27.0: DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY :

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE</p>
	<p>Bid No.: MNGL/C&P/2016-17/112</p>

- i) Service Provider shall be responsible for making good to the satisfaction of the OWNER any loss or any damage to structures and properties belonging to the OWNER or being executed or procured or being procured by the OWNER or of other agencies with in the premises of all the work of the OWNER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Service Provider, his employees, agents, representatives etc.
- ii) The Service Provider shall take sufficient care that employees /representatives/agents do not cause any damage to any person or to the property of the OWNER or any third party and in the event of any damage resulting to the property of the OWNER or of a third party cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the OWNER or ascertained or demanded by the third party shall be borne by the Service Provider.
- iii) The Service Provider shall indemnify and keep the OWNER harmless of all claims for damage to property other than OWNER'S property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the Service Provider, his employees, agents, subcontractors, his agents, representative of subcontractors.


Service Provider shall exclusively be liable for group insurance as per the provision of workman compensation act for the persons engaged/employed by him. Company shall not be liable for or in respect of any damages or compensation to any persons engaged by the Service Provider and the Service Provider shall keep the company indemnified thereof.

ARTICLE 28.0: In case the Service Provider fails to provide the required services under the contract to the satisfaction of MNGL, MNGL reserves the right to get the services through alternate agencies at the risk and cost of service provider and penal deduction shall be made, from the service provider's bills and the decision of MNGL in this connection shall be final and binding on the service provider.

ARTICLE 29.0: The tenderer hereby agrees to provide services and necessary such provision to carry out the work as given in the scope and description of work.

ARTICLE 30.0: The work executed shall be to the satisfaction of MNGL and contract rules shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for the completion in an efficient and workman like manner.

ARTICLE 31.0: The service provider (which shall include the contracting firm / company) shall be solely liable to obtain and abide by all necessary license / permissions from the concerned authorities as provided under the various labour laws / legislation including labour

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
Bid No.: MNGL/C&P/2016-17/112	

license from the competent authority under The Contract Labour (Regulation & Abolition) Act 1970.

ARTICLE 32.0: The tenderer should have his PF account no. with Regional Provident Fund Commissioner and shall submit to the COMPANY proof of depositing the employee's contribution, on monthly basis. **Indian Bidders are required to submit Employees Provident Fund registration certificate, ESIC registration certificate, Professional Tax Registration certificate, Labour welfare registration under Maharashtra Labour Welfare Fund Act and Shop Act Registration certificate.**

ARTICLE 33.0: The service provider shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, The Employees State Insurance Act 1948, The Contract Labour (Regulation and Abolition) Act 1970, The Minimum Wages Act 1948, The Payment of Wages Act 1936, Workmen's Compensation Act, 1923 and other relevant Acts rules and regulations in force from time to time in respect of the person deployed by him to carry out the obligation under the contract.


ARTICLE 34.0: The service provider shall be responsible for necessary contributions towards PF, ESI or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the service provider for rendering services to MNGL and shall deposit the required amounts with the concerned statutory authorities on or before due dates. Each service provider shall obtain a separate P.F. number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees PF and shall be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of MNGL.

ARTICLE 35.0: The service provider shall regularly submit all relevant records / documents in this regard to MNGL representative for verification and upon such satisfaction only, MNGL will allow payment to the service provider.

ARTICLE 36.0: The service provider shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The service provider shall be directly responsible and indemnify the company against all charges, claims, dues and employment of personnel deployed by him.

ARTICLE 37.0: The service provider shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the service provider.

ARTICLE 38.0: The tenderer shall not engage any person(s) less than eighteen years of age and shall not pay less than what is prescribed under law.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE</p>
	<p>Bid No.: MNGL/C&P/2016-17/112</p>

ARTICLE 39.0: MNGL RESERVES THE RIGHT TO:

- i. Reduce the rates at which payment shall be made if the quantity and quality of services although acceptable is not up to required standard.
- ii. Issue the Service provider from time to time during the progress of the service such further instructions as shall be necessary for the purpose of proper and adequate execution of the service and the Service provider shall carry out and be bound by the same.
- iii. In order the service provider to remove or replace any person engaged in providing the services to the COMPANY whom the company considers incompetent or unsuitable. Opinion of the representative in the competence of any person engaged by the service provider shall be final and binding on the service provider.


ARTICLE 40.0: AWARD OF CONTRACT:-

The Acceptance of Tender will be intimated to the successful Tenderer by MNGL either by Telegram/Fax or by Letter or like means-defined as LETTER OF INTENT OR SERVICE ORDER.

MNGL will be the sole judge in the matter of award of CONTRACT and the decision of MNGL shall be final and binding.

ARTICLE 41.0: The Service Provider shall be required to obtain requisite labour license / permission from the appropriate authorities as provided under the various labour regulations, before undertaking any contract work. The Service Provider shall exclusively be liable for compliance of the provisions of any Act, laws, rules and regulations having execution, taking over engagement of his personnel directly or indirectly for execution of work and the Service Provider hereby undertakes to indemnify the company against all actions, suits, proceedings, claims, losses, damages etc. which may arise due to his noncompliance of the provisions under various laws mentioned in this document or not herein specifically mentioned but having direct or indirect application for the persons engaged under the contract. Company shall not be liable in respect of any damages or compensation for any injury or for any occupational diseases, to the employment to any person engaged by the Service Provider and the Service Provider shall keep the company indemnified thereof.

ARTICLE 42.0: During the currency of the job, if the work progress does not commensurate with time elapsed in respect of any person / persons engaged, the service provider shall be liable to pay the company compensation as may be considered reasonable by the company.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
Bid No.: MNGL/C&P/2016-17/112	

ARTICLE 43.0: In case of any default for more than three days in respect of services to be provided in accordance with the requirements specified by the officer in charge, Company will have the right to avail the services from other sources at the risk and cost of the service provider or terminate the contract and forfeit his security deposit etc.

ARTICLE 44.0: The company for any reason whatsoever of which the company shall be the sole judge may terminate this contract by giving notice of 15 days and the service provider shall vacate the work place with his men and material on the expiry of such notice period in the event of such termination of the contract. The service provider shall be paid for all the work executed up to the date of terminations of the contract including refund of security deposit subject to deduction of any dues, penalties, other recoveries etc within a period of two months at the discretion of the officer in charge.

ARTICLE 45.0: MNGL reserve right to shortclose/ Terminate the contract any time based on non-performance/ poor performance during contractual period by giving 15 days notice.

ARTICLE 46.0: The service provider shall be liable for making good all damages / losses arising out of theft, pilferage of any furniture, equipment, fittings, fixtures, utensils, appliances whatsoever as may be caused directly or indirectly by the persons engaged by the service provider. At the appointed date, place hour the service provider shall make available persons to be engaged along with appropriate tools wherever stated.


ARTICLE 47.0: The service provider shall take charge of all the materials handed over to him by the company and will be responsible for any loss/damage thereof.

ARTICLE 48.0: The service provider shall issue an identity card to all its employees engaged for the services to be provided. The service provider shall also provide at his own cost materials, uniforms etc to his employees. All the safety rules and regulations will be observed by the persons engaged under this contract.

ARTICLE 49.0: The contract shall be directly and exclusively responsible for any liability arising due to any dispute between him and his employees and shall indemnify the company against all charges, dues, claims etc arising out of the disputes relating to the dues and employments of personnel deployed by him.

ARTICLE 50.0: The service provider shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligation.

ARTICLE 51.0: For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the service provider and out of such amount or the amounts likely to fall due to the service provider (but without obligation to do so) make such payments as it may consider necessary for smooth working.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p align="center">TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE</p>
	<p align="center">Bid No.: MNGL/C&P/2016-17/112</p>

ARTICLE 52.0: Service provider shall deploy the resources as per requirements.

ARTICLE 53.0: The company shall have the power to issue necessary instructions to the service provider concerning discipline, decorum, work performance, safety etc. in respect of the employees of the service provider engaged by him for providing the services to the company and the service provider shall ensure compliance of all such instruction strictly.

ARTICLE 54.0: No payments shall be payable other than schedules payment to the service provider.

ARTICLE 55.0: The quoted rates shall be inclusive of Leave wages & other statutory payments for providing such services.

ARTICLE 56.0: Income tax as per rule, any other taxes shall be deducted from Service provider's monthly bill / bills. Income Tax deduction certificate shall be issued to the service providers.

ARTICLE 57.0: The bidder shall deemed to have quoted after having satisfied himself to the total nature of work, site of work, surrounding the means access transport availability of services & to have obtained his information on all matters which can in any way influence his offer.

ARTICLE 58.0: Bidder to confirm the unconditional acceptance to the following clauses of the tender


- i) Security Deposit./Performance bank guarantee
- ii) Schedule of Rates.
- iii) Termination.
- iv) Scope of Work.
- v) Arbitration.
- vi) Period of Validity of Offer.

ARTICLE 59.0: **DOCUMENTS:**


59.1 GENERAL

The tenders as submitted will consist of the following:

- i) Complete set of Tender Documents (Original) duly filled in and signed by the tenderer as prescribed in different clause of the Tender Documents.
- ii) Power of Attorney or a true copy thereof duly attested by an officer in case an authorised representative has signed the tender, as required
- iii) Details of work of similar type and magnitude carried out by the Tenderer.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
	Bid No.: MNGL/C&P/2016-17/112

- iv) Organisation chart giving details of field management at site, the tenderer proposes to have for this job.
- v) Latest Balance sheet and profit & Loss Account duly audited.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p align="center">TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE</p>
	<p align="center">Bid No.: MNGL/C&P/2016-17/112</p>

ANNEXURE – A

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY
(To be stamped in accordance with the Stamp Act)

Ref: Bank Guarantee No.
Date

To
Maharashtra Natural Gas Limited,
Plot No. 27, A-Block, 1st Floor,
Narveer Tanajiwadi PMPML Bus Depot Commercial Building,
Shivajinagar, Pune - 411005

Dear Sir(s),
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 Maharashtra Natural Gas Limited the amount _____ without any reservation, protest, demur and recourse. Any such demand made by MNGL, 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 6 months after the date finally set out for closing of tender]. 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 _____ 2017 at _____.

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)
Designation with Bank Stamp
Attorney as per
Power of Attorney No. _____
Date: _____

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE</p>
	<p>Bid No.: MNGL/C&P/2016-17/112</p>

ANNEXURE – B

Contract Agreement Form

AGREEMENT for “_____” (hereinafter called the "Job") made on _____ day of _____, 2017 between M/s _____, 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 the Maharashtra Natural Gas Ltd hereinafter called “MNGL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

MNGL being desirous of having provided for execution of certain work mentioned, enumerated or referred to in the SO including Completion Schedule of job has called for proposal.

- A. The Service Provider has examined the Job specified in Bid Document of MNGL and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in SO or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference's to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have included him in making his proposal.
- B. The SO including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

AND WHEREAS

MNGL accepted the bid of the Service Provider for the provision and the execution of the said Job at the values stated in bid and finally approved by MNGL upon the terms and subject to the conditions of Agreement.

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



**MAHARASHTRA
NATURAL GAS LIMITED**

**TENDER FOR APPOINTMENT OF DMA FOR PNG
ACTIVITIES AND SERVICES ON RATE CONTRACT
BASIS FOR THE PERIOD OF 2 YEARS FOR CGD
NETWORK OF MNGL, PUNE**

Bid No.: MNGL/C&P/2016-17/112

1. In consideration of the payment to be made to the Service Provider for the Job to be executed by him the Service Provider hereby covenants with MNGL that the Service Provider shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.

2. In consideration of the due provision execution and completion of the said Job, MNGL does hereby agree with the Agreement that MNGL will pay to the Service Provider the respective amounts for the Job actually done by him and approved by MNGL at the amount specified in this SO, such payment to be made at such time in such manner as provided for in the Agreement and SO.

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 MNGL
M/s Maharashtra Natural Gas Limited

Signed and Delivered for
and on behalf of
M/s _____

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____



**MAHARASHTRA
NATURAL GAS LIMITED**

**TENDER FOR APPOINTMENT OF DMA FOR PNG
ACTIVITIES AND SERVICES ON RATE CONTRACT
BASIS FOR THE PERIOD OF 2 YEARS FOR CGD
NETWORK OF MNGL, PUNE**

Bid No.: MNGL/C&P/2016-17/112

ANNEXURE - C

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE
PERFORMANCE SECURITY
(CONTRACT PERFORMANCE BANK GUARANTEE)
- UNCONDITIONAL**

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

TO:

M/s Maharashtra Natural Gas Limited
Plot No. 27, A-Block, 1st Floor,
Narveer Tanajiwadi PMPML Bus Depot Commercial Building,
Shivajinagar, Pune – 411005

Dear Sir,

M/s _____ have been awarded the work of
_____ for Maharashtra Natural Gas Limited, PUNE vide SO No.
_____ dated _____.

The Contracts conditions provide that the SERVICE PROVIDER 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 Maharashtra Natural 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 and agree with 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
Maharashtra Natural Gas Limited we shall on demand pay 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 from time to time require.
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 _____ which under law relating to the sureties would but for
provision have the effect of releasing us.



**MAHARASHTRA
NATURAL GAS LIMITED**

**TENDER FOR APPOINTMENT OF DMA FOR PNG
ACTIVITIES AND SERVICES ON RATE CONTRACT
BASIS FOR THE PERIOD OF 2 YEARS FOR CGD
NETWORK OF MNGL, PUNE**

Bid No.: MNGL/C&P/2016-17/112


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.
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 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 up to _____. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving _____ instruction from M/s _____ on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Pune or High Court of Mumbai.
7. 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.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
	Bid No.: MNGL/C&P/2016-17/112

BIDDERS' ELIGIBILITY CRITERIA (BEC)

1. **Name of Work:**
"Appointment of Direct Marketing Agency for Registration of PNG Domestic connections for CGD Project of MNGL, Pune."
2. **Contract period :**
The period of contract shall be 2 years, however the continuity of awarded contract for second year will depend upon the performance during first year contract period. The effective date of order will be the date of first notification of award.
3. **Bidding Philosophy:**
The bidders shall have to quote for the complete SOR as given in the tender.
4. **Evaluation and award of work:**
Evaluation shall be done as per complete SOR (i.e., on total evaluated price).
 - 4.1 Price bid of all techno-commercial qualified bidders will be opened. Bidders should note that they should get themselves very well acquainted with scope of work and site conditions so as to quote reasonable rates for all the items which are workable and sustainable for the entire duration of the contract. MNGL has its own detailed estimation which is based on working of its past data, market analysis and rich experience of getting similar activities executed for past years.
 - 4.2 Only those price BID offers which meets the eligibility criteria will be considered for further evaluation to arrive at the lowest evaluated price for complete scope of work.
 - 4.3 Bidder's status will be arranged in increasing order of their evaluated total price (L1, L2 so on). Bidder having lowest evaluated price is L1.
 - 4.4 MNGL reserves the right to negotiate the rates with L1 bidder before finalizing the award.
 - 4.5 Rates negotiated / accepted with evaluated L1 bidder will become uniform rates for complete scope of work.
 - 4.6 All the bidders whose price bid offers have been found eligible will be offered to accept the negotiated / finalized uniform rate (**Note : In case rate of any item for L-2, L-3 and so on bidders is less than the L-1 bidder's finalized rate, L-2, L-3 and so on bidders shall get their rate for that item**). In order to do so, the L-2, L-3 & so on bidders shall be asked to match the item wise quoted price

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
	Bid No.: MNGL/C&P/2016-17/112

with that of L-1 bidder for each item where L-2, L-3 & so on bidders rates are higher than the L-1 bidder.

Bidders who do not accept the offer will not be considered further for award. All the successful bidders, who agree to match the SOR Rates of L1 Bid as above, shall be considered for award of work.

- 4.7 In first phase, work orders of **Rs.10 Lacs** each, shall be awarded to 10 Nos. of bidders, who shall submit their consent for execution of works on the negotiated/finalized unit rates of L-1 bidder as above.
- 4.8 Further as per requirement of the company, work orders will be placed to the other successful bidders, who have submitted their consent for execution of works on the negotiated/finalized unit rates of L1 bidder as above.
- 4.9 Quantity shall not be the restriction for the performing contractors / agencies and will be augmented time to time based on performance during contract period.
- 4.10 MNGL shall have the right to take a decision, as per the requirement regarding number of agencies to be deployed.

5.0 Bidder's Eligibility Criteria: The following are the BEC parameters: -


5.1 BEC – Technical

Bidders must have experience of Direct marketing Agency in any city gas distribution company or have executed similar services involving utility service viz Banks, Mobile Service Providers, Credit Cards, Electricity and any other utility companies or retail network companies having large dealers / franchisee / consumer base involved in extensive door to door marketing / service for either Meter reading or any type of service involving visit to the premises of consumers viz. Address verification, collection recovery, maintenance of home appliances, registration / acquisition of new consumers etc. and should have executed similar work in India in one year during the last 5 years reckoned from the bid due date through

- a) A single work order of value not less than **Rs.5 Lacs**
- or
- b) Two work orders of value not less than **Rs.2.50 Lacs each**

OR

The bidder should be Direct LPG / Lubricant / Oil Dealer / Distributor / Retailer for any OMC or Lubricant or Oil company in India.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
	Bid No.: MNGL/C&P/2016-17/112

To meet the technical qualification criteria as stated above bidder shall provide documentary evidences viz. detailed Purchase Order / Work Order copies alongwith completion certificate issued by client / Documents in support of dealership / distributorship of any OMC or Lubricant or Oil Company in India. In absence of requisite documents, MNGL reserves the right to reject the bid without making any reference to the bidder.

5.2 BEC – Financial

5.2.1 Turnover

The bidder should have achieved a minimum turnover of **Rs.5 Lacs** in any one of the last 3 (three) audited financial years i.e. 2013-14, 2014-15 & 2015-16.

5.2.2 Working Capital


The bidder should have a minimum working capital of **Rs.1 Lac** as per latest audited balance sheet i.e. for the year 2015-16.

If the bidder's working capital is inadequate, the bidder should supplement this with a letter from bidder's bank, having net worth not less than Rs.100/- Crores, confirming the availability of line of credit to cover the inadequacy of previous year i.e. 2014-15 and meet the current working capital requirement.

5.2.3 Net Worth

Net worth must be positive as per last audited financial statement i.e. for the financial year 2015-16.

Bidders must submit documentary evidence such as Audited / CA certified balance sheet and profit & loss account statement for last three audited financial years i.e. 2013-14, 2014-15 & 2015-16 in support of the above. MNGL reserve the right to reject the bid without making any reference to the bidder.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
Bid No.: MNGL/C&P/2016-17/112	


Scope of Work

Scope of work for Direct Marketing Agency (DMA) for registration of domestic connections for CGD Project for MNGL, Pune

1. **SCOPE OF WORK:** The scope / specification covers the minimum specified requirement for the various activities to be carried out by the DMA towards Direct Marketing Activities.

DMA's SCOPE (General):-

- a. DMA shall, with due care & diligence, execute the work in compliance with all laws, by laws, ordinances, regulation etc. and provide all services and labor inclusive of supervision thereof.
- b. Before starting of work at site, DMA shall himself familiarize for the work having obtained approval/clearance from Owner.
- c. Without limiting the generality thereon, DMA shall do all work necessary at each of the job which is complete in all respect.
- d. The primary responsibility of DMA is to create awareness and promote piped natural gas (PNG) connection for domestic segment thereby ensuring that customers are given proper guidance/service and assisting them in filling the application for PNG connection.
- e. DMA to assess the natural gas demand potential in prospective area / new society
- f. DMA to interact with president and heads of new societies to secure No Objection Certificate (NOC) for registrations from the respective societies.
- g. Securing directions from MNGL marketing team or AIC to understand potential in each area for engaging customers from that area for marketing/booking activity in an offline area; the DMA can engage with prospective customers from online areas on their own database and knowledge about the areas.
- h. All the data entry related activities to be carried out at DMA's office by a designated data entry operator.
- i. Stationary such as A-4 size papers required for Marketing Activities shall be provided by DMA.
- j. The DMA's office shall be near to MNGL Customer Office with minimum area of 100 square feet. The office should be equipped with latest configuration Computer/Laptop, Laser Printer, scanner and minimum 1MBPS Broadband Connection.
- k. Deliver the customer copy of Application Form to the respective customer.
- l. The DMA and their associated staff has no rights to commit on behalf of MNGL in writing or otherwise regarding the deliveries in form of connection completion and the discounting for gas prices.


 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
	Bid No.: MNGL/C&P/2016-17/112

- m. The DMA has no authority to enter in to cash transaction for and on behalf of MNGL.
- n. In an event of any cheque being dishonored for reasons attributable other than customer which are controllable and in perview of DMA , the DMA is penalized by way of deduction of the token amount from the Service Charges payable by MNGL and the customer booking is handled as per the prevailing SOP.
- o. DMA is required to comply with all norms mentioned in the PNGRB QoS. Some of them are listed as under:
- Procedure to apply for a PNG connection
 - List of documents to be submitted at the time of application
 - Issue a numbered and dated receipt to the customer. The receipt has to be provided by DMA assigned by MNGL at the time of registration of customer, but handing over the receipt to the customer is responsibility of the DMA.
 - Register customers only after all the statutory permissions are in place and after a clear communication by Marketing team or AIC from MNGL.
 - Accept PNG connection application from the lawful owner of the premise and submit NOC of the lawful owner in case of tenant
 - In case of any non-clarity on the documentation part, decision of MNGL will be final and binding

2. COMMUNICATIONS:

- DMA shall provide mobile phone to his staff, so effective communication from site to MNGL office can be done effectively.
- All persons engaged by the DMA shall be DMA's own employee and they will claim no privileges from MNGL. The DMA will directly responsible for the administration of his employee as regard general discipline and courteous behaviors.
- All persons engaged by the DMA are required to pick calls from MNGL Marketing Team or AIC's and should keep their phone in reachable mode on duty hours. Any lapse at their end will attract penalty.
- Sales Manager hired by the DMA will be responsible for co-ordination with DMA executives and instructions given by the MNGL Marketing Team or AIC. He shall be available for all the meeting called by MNGL Marketing Team or AIC for planning & execution of DMA Activities.
- DMA will get health check-up of his crew as per recommendation/ guidelines of MNGL before starting of job and submit the reports / fitness certificate of Registered Medical Practitioner (Industries). He shall conduct the same of new members added to his team as and when

3. WORK PLANNING:-

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE</p>
	<p>Bid No.: MNGL/C&P/2016-17/112</p>

- DMA shall notify the MNGL Area In Charge (AIC), about all the activities planned for the day through an email along with the Daily Progress Report (DPR) and the same shall have to reach latest by 10.00 am every day.
- MNGL from time to time prints various informative brochures, circulars to be sent to consumers. Distribution of circulars can either happen during pre or post marketing activities or as a separate exercise. DMA to instruct Marketing executives to circulates such brochures/Notices/circulars in societies as informed by MNGL Marketing Team or AIC
- DMA Executives to keep their AIC's posted of the area or society they are collecting registration on day to day basis through calls or SMS.

4. PRE-EMPLOYMENT CHECKS:-

- Contractor shall ensure thorough pre-employment checks on the conduct and ethics of all its employees and staff to avoid inappropriate hiring of contract employee / staff.
- Contractor shall mandatorily carry out police verification of manpower employed.

5. BACK-ROOM ACTIVITIES

- DMA shall have a good office set up having adequate space in Pune limits having minimum 2 telephone lines in the name of the organization, 2-3 computers/laptop, dot matrix or laser jet printers, 1 dedicated telephone operator and other required basic infrastructure. Full particulars of office and Infrastructure should be provided.
- DMA will be required to provide full details of current manpower including organization chart and contact numbers of senior personnel along with the tender.


6. MANPOWER / RESOURCES

DMA would be responsible for recruitment of Sales Manager, Back Office In - charge, Marketing Executives.

6.1 Appointment of Sales Manager having experience in marketing duly authorized by MNGL Marketing officer within 7 days of SO. The Sales manager will be empowered by the DMA to deal with MNGL Marketing officer on a day-to-day basis for all marketing related issues and activities. Education of Sales manager shall be minimum graduate with prior experience of Marketing. He should be able to handle Teams & take lead generation daily from Marketing Executives. Sales Manager shall be provided with Mobile Phone. Should be conversant with Marathi, Hindi & English languages.

6.2 Job Profile of Sales Manager:

- a) Appointment of smart, presentable and experienced Marketing Executives as required.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
	Bid No.: MNGL/C&P/2016-17/112

- b) Daily review of Sales Team regarding the status of loop wise, Building wise registrations quantity, penetration etc.
- c) To attend weekly meeting as per day and time specified by concerned Marketing In-charge.
- d) Ensure smooth operation of Back office In-charge.
- e) Ensure following reports to be submitted to MNGL.
 - DPR daily (Before 10.00 am every day)
 - Loop wise status weekly (at the time of attending the weekly meeting)
 - Beat wise status fortnightly.
 - Building wise status monthly.
 - Maintaining the Daily Visit report (DVR) of every Marketing executive as per prescribed format
- f) Any other activities prescribed by MNGL from time to time.

Sales Manager shall report to respective Marketing Team or AIC of MNGL.

6.3 Appointment of In-charge of Back Office Operation


Appointment of Back Office In-charge duly authorized by MNGL Marketing Team or AIC within 10 days of SO. He shall be minimum SSC pass and well versed with computer applications and proficient in Microsoft Office. Should be conversant with Marathi, Hindi & English languages.

6.4 Job profile of Back Office In-charge

- Keeping track of the POP material, banner etc. and plans for inventories.
- Checking, Verification & Data entry of registration forms as required by MNGL after collected by Sales Teams.
- Keeping track of receipt books and preparing receipt reconciliation report and submitting to MNGL every Monday. Follow up of the bounce cheques.
- Maintaining database for all payment related matters & construction activities.
- Depositing cheque, soft data in specified format by MNGL along with registration forms at Data Center twice in a week.
- Properly maintaining the permission letters loop wise/ correspondence received from the societies.
- Updating the reports required by the Sales Manager from time to time.
- All backroom related matter shall be the responsibility of the Sales admin. Officers.
- Any other activities prescribed by MNGL from time to time.

Back Office In-charge shall report to Sales Manager and ensure all reports to MNGL without fail.

6.5 Appointment of Marketing Executives

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
Bid No.: MNGL/C&P/2016-17/112	

Appointment of Marketing Executives duly authorized by MNGL Marketing Team or AIC within 10 days of SO as per the requirement of MNGL. Minimum 3 marketing executives to be deployed and will be augmented further as per the requirement from MNGL. The manpower that represents the agency shall be minimum SSC pass & having conversant with Marathi, Hindi & English languages.


6.6 Job Profile of Marketing Executive

- Maintaining the logbook for consumer enquiry and consumer complaints.
- Attending telephone call for enquiries/ complaints and forwarding the same to Sales Manager accordingly.
- To meet the secretary /manager along with Sales Manager during initial visit.
- Developing a rapport with the Secretary/ Chairman of Housing Societies / Manager of commercial customers.
- Corresponding with society / commercial customers regarding permission and other related issues of MNGL.
- Immediately attending the customer's complaints and updating the Sales Manager accordingly.
- Arranging 'Consumer Meet' on monthly basis or as and when required by MNGL.
- Any other activities prescribed by MNGL from time to time.

Marketing Executives will report to Sales Manager and will be responsible for forwarding reports to MNGL as specified above.

All the personnel shall be smartly dressed / presentable & carry identity cards /authorization letter while meeting customers /on door-to-door visit.

DMA will monitor, supervise & ensure that his/her personnel will communicate the correct information to consumers & behave in a dignified manner as a representative of MNGL. On receipt of any complaint regarding misbehavior/any other conduct which brings disrepute, DMA shall immediately terminate services of such personnel on the instructions from Area In-charge MNGL.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
	Bid No.: MNGL/C&P/2016-17/112

ACTIVITES OF DMA

1. ON FIELD ACTIVITIES OF DMA

I. Gasified Buildings

1.1. DMA in consultation with MNGL Marketing team or AIC shall carry out re-marketing activities to increase the penetration level of PNG customers and commercial customers in gasified buildings

1.2 The activities shall be conducted in following manner:

1.2.1 Select the area in consultation with MNGL Marketing team or AIC to organize the online camps.

1.2.2 Shortlist the existing pending customers from the data provided by MNGL.

1.2.3 Approach the Cooperative Housing society / commercial customers with the intimation letter as provided by MNGL.


1.2.4 Make calls to every non registered customer and persuade them for opting PNG.

1.2.5 Approach every pending customer and take an appointment for the connection.

- a) If the customer is ready for immediate connection inform the project team.
- b) Collect the Balance amount prior to the conversion.
- c) If the customer is not interested in PNG connection, convince him for having PNG.
- d) In spite of persuasion if the customer is not interested, obtain the letter and forward it to MNGL Marketing team or AIC for further processing of refund.
- e) If the customer is found already converted, inform MNGL Marketing team or AIC for processing of Joint Meter recordings (JMR), collect the balance amount if due and report to MNGL Marketing team or AIC on a weekly basis.
- f) DMA has to submit the monthly report as per prescribed format.
- g) Arrange joint meeting with MNGL team for convincing typical customers and high gas consumption commercial establishment.

1.2.6 For New registrations DMA shall submit the list of prospects to marketing in charge in a prescribed format. After the approval of Marketing Department, DMA shall assist the customers to fill up registration form and the A/c payee cheque towards registrations charges proposed by MNGL from time to time. DMA will ensure that

- a. The registration form is duly filled along with customer's signature and necessary documents specified in the registration forms.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
Bid No.: MNGL/C&P/2016-17/112	

- b. The A/c payee cheque in favour of 'Maharashtra Natural Gas Limited' duly filled along with customer signature & issue receipts.

1.2.7 DMA to make all efforts to sign up the ECS as a payment option to the customer as & when it is applicable at the time of conversion.

II. Non Gasified Buildings

2.1 DMA to find out the quantum of left over activities in registered but non gasified buildings and submit the building wise report to MNGL Marketing team or AIC. DMA to submit details of the interested commercial customers in non-gasified areas.

2.2 These activities are to be completed within 45 days from the issue of SO for all the buildings as per the data provided by MNGL.

DMA in consultation of MNGL Marketing team or AIC and based on the quantum of left over jobs per building shall provide the building wise schedule of activities with a time frame for gasifying these buildings.

2.3 These activity needs to be completed with in 15 days of submission of the status report.

Based on the commitment, MNGL Marketing team or AIC shall prepare the letters to the customer which needs to be delivered by the DMA.

No fresh registrations shall be made unless notified by MNGL Marketing team or AIC in writing.


2.4 Once the building is gasified as scheduled, DMA shall repeat the activities as per the clause 1.2.6 and 1.2.7 of gasified buildings above.

2.5 DMA obtain permission letters from societies for carrying out registration activities.

DMA shall carry out potential surveys of the societies/areas /Commercial customers as per the expansion plans of MNGL and submit the report to MNGL Marketing team or AIC

III. New Buildings where MP tap off / Road crossing / MP Extension is required excluding Under Construction (Builder Category)

3.1 DMA to identify such buildings and notify to MNGL Marketing team or AIC from time to time.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
	Bid No.: MNGL/C&P/2016-17/112

- 3.2 It is desirable that these activity to be completed within 90 days of LOA.
- 3.3 DMA has to submit report of new buildings in relation to the MP status
- 3.4 DMA to obtain letter of interest along with permission to carry out Mktg & engineering activity from such societies / buildings and forward to MNGL Marketing team or AIC to consult with MNGL engineer for a time frame to gasify the same.
- 3.5 Registration to be obtained as per the direction of MNGL Marketing team or AIC
- 3.6 DMA shall make all efforts to have more than 80% penetration level before the construction activity completed.
- 3.7 Once the building is gasified as scheduled, DMA shall repeat the activities as detailed at clause No. 1.2.6 and 1.2.7 of gasified buildings above.
- 3.8 DMA to inform details of commercial customers which are located on already charged gassified network to AIC/ EIC.


IV. New Buildings i.e. Under Construction (Builder Category) where MP tap off / Road crossing / MP Extension is required.

DMA to identify such buildings and notify to MNGL Marketing team or AIC from time to time. Registration to be obtained only after confirmation from MNGL Marketing team or AIC


- 4.1 100% registration to be accepted from the Builder Category.
- 4.2 Agreements to be signed with Builder as provided by MNGL.
- 4.3 DMA to collect all the documents including registration forms/NOC etc. for new as well as old builder registrations.
- 4.4 DMA to comply all requirements of MNGL builder category agreement.

2. COLLECTION OF DOMESTIC REGISTRATIONS

- 2.1 DMA to keep track of all the registration forms and receipts issued by MNGL and submit the reconciliation report to MNGL on monthly basis.
- 2.2 DMA to maintain their own database for newly registered customers and data provided by MNGL which are not registered by the DMA under this contract.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
Bid No.: MNGL/C&P/2016-17/112	

- 2.3 DMA to submit all the cheques/Registration forms only in the MNGL specified format to Data Center/Mktg dept periodically.
- 2.4 DMA to verify the filled up registration forms properly, for correct name of customer, address details, valid ownership proof, signatures of customers and cheque collected from customer etc. before submitting it to Data Center/Mktg dept.
- 2.5 Interest Free Security Deposit is to be collected by way of A/c Payee Cheque/ DD only in favour of Maharashtra Natural Gas Limited. Under no circumstances cash will be collected. Any deviation from this policy will attract penalty as decided by MNGL.
- 2.6 In the event of cheques not clearing, DMA is required to follow up the matter with customers at no extra charges or cost till cheques are cleared into MNGL account.
- 2.7 The security deposit and other charges prescribed herein are applicable at present. However MNGL shall have absolute discretion /liberty to amend, modify the charges and / or terms and conditions /manner in which the same are to be administered/ collected. The DMA shall be required to abide by the decision of MNGL in this regard.
- 2.8 DMA to submit Progress report (as specified by MNGL) on New registration and Balance payment collection on daily basis through fax or email or any other mode as specified by concerned AIC's.
- 2.9 Receipts Books issued will have to be kept under utmost care and any loss should be reported immediately to MNGL AIC, apart from publishing public notice in newspaper and reporting to nearest police station. Penalty will be imposed of Rs.2500/- for each lost receipt book if the above actions are not taken immediately.
- 2.10 DMA shall create records of all new registrations, collections, conversions and receipts in electronic form as per MNGL requirement and submit the same to MNGL at specified periodicity.
- 2.11 MNGL will supply pamphlets, Registration forms to DMA. DMA shall arrange for audio/video equipment's & other requirements for presentations in societies/customer's end at his own cost. DMA will also provide consumer complaint book/feedback form.
- 2.12 DMA will have to collect registration forms from builder category for KYC updation as informed by MNGL Marketing Team or AIC and prepare a soft copy of same and submit to MNGL.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
	Bid No.: MNGL/C&P/2016-17/112

3 PAYMENTS TO BE COLLECTED TOWARDS PNG CONNECTION

a) New Registration

- **Interest Free Security Deposit towards Last Mile connectivity**

The interest free refundable Security deposit to be collected from customer in full / parts as advised by Marketing Department from time to time:

Rs.5,000/- (in full/part) to be collected before Conversion.

Apart from this, the following amount to be collected per registration:

Rs.500/- to be collected towards Application Fee

Rs.500/- to be collected towards Gas Consumption Deposit (Refundable)

1 st stage	: Rs.500/-	Towards Application Fee
2 nd stage	: Rs.2,500/-	Towards Registration & Connection prior to commencement of work in the society
3 rd stage	: Rs.2,500/-	Towards Registration & Connection before installation of meter, copper inside kitchen
	+	+
	Rs.500/-	Towards Gas Consumption deposit

(Along with the final installment, security deposit towards gas consumption payments to be collected and also Online connection charges wherever applicable)

DMA shall ensure that a total of Rs.6,000/- or the amount decided by MNGL, has to be necessarily collected from the customers before the conversion is done. DMA will have to recover outstanding amount from the customer converted earlier but have not paid their due amount as of now. List of such customer shall be provided by the MNGL Marketing Team or AIC from time to time for collection of balance amount.


- **Application Fee:**

DMA to collect an amount of Rs.500/- towards Application Fee during registration which is non-refundable

- **Gas Consumption Deposit:**

DMA to collect interest free refundable security deposit of Rs.500/- towards Gas Consumption payments before conversion.

- **Online Charges for Online connection**

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
	Bid No.: MNGL/C&P/2016-17/112

DMA to collect Online charges of Rs.500/- per online connection in cases where building is gasified and particular riser is charged with few domestic connections.

b) Already Registered Customers

Balance amount to be collected (not exceeding Rs.5,000/-) as interest free refundable security deposit towards LMC.

- **Gas Consumption Deposit:**


DMA to collect interest free refundable security deposit of Rs.500/- towards Gas Consumption payments before conversion.

4. CHEQUE DEPOSIT WITHIN 30 DAYS OF CHEQUE DATE:

- (a) Cheque collected on behalf of MNGL shall be submitted to the MNGL Marketing team or AIC of MNGL within 30 days from the cheque date in the prescribed format.
- (b) In case of a weekend or holiday the previous working day would be considered as the last submission date.

Penalties: (for serial no. 2, 3)

- (a) Loss of filled up form / cheque as collected from customer and not submitted to MNGL would invite a penalty of Rs.250/-.
- (b) In case of loss of blank forms a penalty of Rs.20/- would be levied for each lost form.
- (c) Penalty of Rs.100/- per report/ data not submitted to MNGL as prescribed by MNGL.
- (d) For cheques collected and not submitted within 30 days from cheque date, a penalty of Rs.25/- per cheque shall be levied.
- (e) **Cheque Bounce Penalty will be Rs.150/-** per Cheque, if cheque is bounced due to controllable reason i.e. Payee Name Missing, payee Name is wrong, Sign or date on the cheque is missing or wrong, amount in words & figures mismatch etc.
- (f) In case it is observed that DMA has collected registrations from technically non-feasible areas and the same are to be refunded by MNGL then the administrative charges of Rs.500/- per registration shall be recovered from DMA.
- (g) Security Deposit is to be collected by way of A/c Payee cheque/ DD only in favor of "Maharashtra Natural Gas Limited". Any cash collected case shall invite penalty of Rs.5,000/- apart from the collected amount. Repeated incidents may result in unilateral termination of contract.
- (h) In case of cheque bounce, service charges will be deducted from the DMA running bill. The same will be released on receiving full payment from the customer.
- (i) In case refund to the customer is being made for non interest in PNG connection a penalty of Rs.500/- per case will be levied.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE</p>
	<p>Bid No.: MNGL/C&P/2016-17/112</p>

5. SURVEY & ASSESSMENT

- a) **Gasified Survey:** The DMA shall visit all the non-registered flats in the Gasified building and register the interested customers. In case customer is not interested, DMA shall be paid on the basis of submission of survey report mentioning reason for not registering along with details of the customer. The DMA shall mention the contact No. of the customer, which will be mandatory requirement.
- b) **New Areas:** The DMA shall visit all the non-registered societies and flats in new area informed by the MNGL Marketing Team or AIC and collect information such as total flats in society, names and contact no of chairman/secretory or office bearers of society etc. DMA shall be paid on the basis of submission of survey report mentioning details of the society.

6. ADDRESS VERIFICATION: -

- (a) Agency is responsible for collecting all required details like flat number (zero flats), building name; phone number, email ids etc. through personal visits and physical survey. He is responsible for maintaining correct records of all customers / consumers in the area that has been allocated.
- (b) Agency will submit the details to the MNGL marketing team or Area In-charge in the prescribed format. This rectification includes customer master & address details.
- (c) The payment against verification shall be done after submission of data as per MNGL prescribed format and final updation in MNGL data base.

Penalties:


In case it is observed that MNGL data, is not rectified & submitted to Area In-charge within 1 month, a penalty of Rs.50/- per case would be levied

7. Permission from Society:

Obtaining permission/NOC from societies and submission of details in the given formats as per the requirement of MNGL in soft/hard copy. The works is to be carried out as per the instructions of EIC/AIC.

8. Collection of amount against Bounce cheques:

Re-collection of amount against bounce cheque along with administrative charges. Payment shall only be made if the cheque bounce incident occurs due to the fault of customers end i.e. insufficient balance in his account etc.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
	Bid No.: MNGL/C&P/2016-17/112

9. **BALANCE PAYMENT COLLECTION**

- (a) Agency is required to collect full payment from Part Paid customers as per list provided by AIC.
- (b) Agency is responsible for collecting all data required through personal visits. He also needs to maintain the records of all Non-converted customers in the area. Special visits should be organized for locked flats on weekends or holidays.
- (c) DMA shall deliver the receipt of registration to customer at the time of registering the customer and at the time of collecting balance payment
- (d) The details of the survey should be collated in the prescribed format by the Agency and a monthly update should be given to the Area In-charge for the data that has been collected based on the survey carried out.
- (e) Agency has to follow up for balance payment as per the format provided as per the PDC or time line finalized for conversion. Agency to also follow up for bounce of customers
- (f) Payment to DMA shall be made only after payment is reflecting in SAP.

Penalties:

- (a) **In case it is observed that Agency has not collected details of part paid customers penalty of Rs.25/- needs to be levied per customer for all those who have not been approached.**

10. **TERMINATION OF CONTRACT**


- (a) The Direct Marketing Agent may be terminated in case of non-compliance of guidelines issued by MNGL after giving 1 month Notice.
- (b) 5 cases of cash collection will cause immediate termination of the contract and encashment of performance Bank Guarantee submitted.

11. **TERMS OF PAYMENT**

MNGL shall make the payment towards Marketing activities plus service charges as under.

The payment shall be made subject to

- a) DMA submits the bills on monthly basis to Mktg dept, MNGL. Bills will be submitted for successful registrations only. A successful registration means:
 - i) Getting the registration form & cheque duly filled along with customer's signature & relevant documents.
 - ii) Depositing the cheques along with Registration forms to MNGL.
 - iii) Clearance of cheques.


 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
	Bid No.: MNGL/C&P/2016-17/112

b) DMA will not be entitled for payment in respect of unsuccessful connection (by any reason, including customer default)

SOR wise payment details are as under:

SOR item No.	Payment (%)	Description
1	90	Obtaining permission/NOC from societies and submission of details in the given formats as per the requirement of MNGL in soft/hard copy.
	10	Submission of documents/reports, Closure of contract
2	90	Domestic customers registration including prima facie technical feasibility survey, interaction time with customers on safety tips, product benefits etc.
	10	Submission of documents/reports, Closure of contract
3	90	Collection of balance amount towards registration & connections from customers who are already registered with MNGL
	10	Submission of documents/reports, Closure of contract
4	90	Conduct survey in gasified area/Non gasified area /society (for each min 50 Nos of domestic HH & more) and submission of details in the given formats (towards expression of interest for PNG connection) as per the requirement of MNGL in soft/hard copy.
	10	Submission of documents/reports, Closure of contract
5	90	Re-collection of amount against bounce cheque along with administrative charges
	10	Submission of documents/reports, Closure of contract

Debiting all the penalties levied if any from time to time.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
	Bid No.: MNGL/C&P/2016-17/112

Schedule of Rates (SOR)

Item: Tender for Appointment of Direct Marketing Agency for PNG activities and services on rate contract basis for the period of 2 years for CGD project of MNGL, Pune

RFQ No.MNGL/C&P/2016-17/112 dated 14.03.2017

Item No.	Item Description	Unit	Quantity	Rate per Unit except Service Tax (in Rs.)	Service Tax @15% (in Rs.)	Unit rate including of Service Tax (in Rs.)	Total Amount including of all taxes & duties (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)=(5)+(6)	(8)=(4)x(7)
1	Permission from Society : Obtaining permission/NOC from societies and submission of details in the given formats as per the requirement of MNGL in soft/hard copy.	No.	5000				
2	Collection of Domestic PNG registrations : Domestic customers registration including prima facie technical feasibility survey, interaction time with customers on safety tips, product benefits etc.	No.	150000				




**MAHARASHTRA
NATURAL GAS LIMITED**

**TENDER FOR APPOINTMENT OF DMA FOR PNG
ACTIVITIES AND SERVICES ON RATE CONTRACT
BASIS FOR THE PERIOD OF 2 YEARS FOR CGD
NETWORK OF MNGL, PUNE**

Bid No.: MNGL/C&P/2016-17/112

Item No.	Item Description	Unit	Qty.	Rate per Unit except Service Tax (in Rs.)	Service Tax @15% (in Rs.)	Unit rate including of Service Tax (in Rs.)	Total Amount including of all taxes & duties (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)=(5)+(6)	(8)=(4)x(7)
3	Collection of balance amount from Domestic Customers : Collection of balance amount towards registration & connections from customers who are already registered with MNGL	No.	225000				
4	Survey : Conduct survey in gasified area/Non gasified area /society (for each min 50 Nos of domestic HH & more) and submission of details in the given formats (towards expression of interest for PNG connection) as per the requirement of MNGL in soft/hard copy.	No.	3000				
5	Bounce cheque : Re-collection of amount against bounce cheque along with administrative charges	No.	7500				
Total amount including of all taxes & duties (in Rs.)							

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR APPOINTMENT OF DMA FOR PNG ACTIVITIES AND SERVICES ON RATE CONTRACT BASIS FOR THE PERIOD OF 2 YEARS FOR CGD NETWORK OF MNGL, PUNE
	Bid No.: MNGL/C&P/2016-17/112

Note:

- 1) Taxes shall be clearly indicated in above SOR.

Seal & Signature of Bidder