



**MAHARASHTRA
NATURAL GAS LIMITED**

**TENDER FOR RATE CONTRACT FOR THE PERIOD
OF 2 YEARS FOR HIRING OF THIRD PARTY
INSPECTION AGENCY FOR CNG & CGD NETWORK
OF MNGL, PUNE**

Bid No.: MNGL/C&P/2017-18/36



MAHARASHTRA NATURAL GAS LTD

(A joint venture of GAIL (India) Ltd & Bharat Petroleum Corporation Ltd)

**'A' Block, Plot No.27, 1st Floor,
Narveer Tanajiwadi PMPML Bus Depot Commercial Building,
Shivajinagar, Pune -411005.**

**Bid Document for
RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR
HIRING OF THIRD PARTY INSPECTION AGENCY FOR
CNG & CITY GAS DISTRIBUTION NETWORK OF MNGL,
PUNE**

**Under
Limited Domestic Competitive Bidding**

Issued by
Sr. Manager (C&P)
Contracts & Procurement Dept.

Bid Document No. MNGL/C&P/2017-18/36 DATED 14.07.2017




**MAHARASHTRA
NATURAL GAS LIMITED**

**TENDER FOR RATE CONTRACT FOR THE PERIOD
OF 2 YEARS FOR HIRING OF THIRD PARTY
INSPECTION AGENCY FOR CNG & CGD NETWORK
OF MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/36**

SECTION – I

INVITATION FOR BID (IFB)

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36
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SECTION-I

INVITATION FOR BID (IFB)

Bid Document No.: MNGL/C&P/2017-18/36

Date: 14.07.2017


To,

Dear Sirs,

Maharashtra Natural Gas Ltd, Pune, invites sealed bids through limited domestic competitive bidding for THIRD PARTY INSPECTION AGENCY FOR CNG / CITY GAS DISTRIBUTION PROJECT AT PUNE, PIMPRI-CHINCHWAD, CHAKAN, TALEGAON AND HINJEWADI under 'Two Bid System' from competent agencies.

1.0 Particulars:

Project	:	CNG & City Gas Distribution Project, Pune
Type of bid	:	Limited Domestic Competitive Bidding
Bid Security/Earnest Money Deposit (EMD)	:	Rs.35,700/- payable in the form of Demand Draft / Bank Guarantee in the name of "Maharashtra Natural Gas Ltd." Payable at Pune.
Date & time of Pre Bid Meeting	:	21.07.2017 at 11.00 hours
Due date and time for receipt of bids	:	28.07.2017 upto 15.00 hours
Date and time for opening of un-priced bids	:	28.07.2017, 16.00 hours
Bid Document Fee (Non-Refundable)	:	Not Applicable
Venue of Pre-Bid Meeting	:	Maharashtra Natural Gas Ltd, Plot No.27, A-Block, 1 st floor, Narveer Tanajiwadi PMPML Bus Depot. Commercial Building, Shivajinagar, Pune - 411005
Contact Persons	:	Mr. Ganesh Said, Sr. Manager (C&P) E-mail: gasaid@mngl.in
Bid Evaluation criteria	:	Refer Annexure – I to IFB

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36
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2.0 Bid Document is non-transferable. Bidder must bid directly. Bid document can be downloaded free of cost from MNGL's website at www.mngl.in and such bids will be considered. However, at the time of submission of bid, such bidder will submit an undertaking that the contents of the Bidding Document have not been altered or modified.

Any bidder who meets the Bid Evaluation Criteria (BEC) as per Annexure –I of IFB of Bid Document and wishes to quote against this tender may download the bidding document from MNGL's website (www.mngl.in) and submit the Bid complete in all respect as per terms & conditions of bid document on or before the due date.

Offer(s) received from short listed bidders and bidders who have downloaded the bid document through website which meets the BEC criteria, shall be taken into consideration for evaluation & award.

3.0 Bids complete in all respect should reach on or before the BID DUE DATE AND TIME. Bids through Fax/ E-mail shall not be considered.

4.0 The Bid Document calls for offers on single point "Sole Bidder" responsibility basis. Joint Venture and Consortium bids are not allowed.

Order will be placed on the "Sole Bidder" alone (in whose name the bid document has been issued) who will be responsible for all contractual purposes.

Further the bidders are advised to ensure that their offer is on single bidder responsibility basis and in total compliance of scope of work as specified in Bid Document.

5.0 The bid should be prepared by the "Sole Bidder" and should be sent to MNGL directly. MNGL reserves the right to reject offers made by intermediaries/ representatives.

6.0 Bid Document is non-transferable.


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

8.0 If not bidding, please return this bid document along with in due date & time with reason(s) of not participating in the tender.

9.0 MNGL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.

10.0 Any job executed by bidder for its own concern shall not be considered as experience for the purpose of meeting BEC.

11.0 This is a ZERO deviation bidding document. The bids shall be evaluated as received without any reference to the bidders. No technical/commercial queries shall be issued after bid due date. Bidder is to ensure compliance of all provisions of the Bidding Document and submit their bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection.


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36</p>
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12.0 MNGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

THIS IS NOT AN ORDER

Yours faithfully,
For and on behalf of Maharashtra Natural Gas Ltd.

Ganesh Said
Sr. Manager (C&P)

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36
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ANNEXURE – I TO IFB

BIDDERS' ELIGIBILITY CRITERIA

1.0 BIDDER'S ELIGIBILITY CRITERIA :

The following are the BEC parameters: -

1.1 TECHNICAL: (Experience Criteria)

1. The bidder should have successfully executed, at least one single order of similar work such as Third Party Inspection services for inspection of products at Vendor / Manufacturer's works **for City Gas Distribution (CGD) Industry / Oil & Gas Industry in India**, having a value not less than **Rs.4.46 Lacs**, in any of the last 5 years reckoned from the bid due date.

The following documents are mandatory for evaluation of BEC-Technical.

- 1.a) The bidders are required to submit the copies of Detailed work orders specifying clearly the total works awarded along with the Scope of Work.
- 1.b) The bidder who has executed the work; must submit the completion certificate issued from the client mentioning clearly WO no., WO date, awarded value of work & completed value of work.

OR

Bidders who are presently executing the work, must submit the status/ progress of work of not less than Rs.4.46 Lacs duly certified by the client.

1.2 FINANCIAL:


1.2.1 Turnover

The bidder should have achieved a minimum turnover of **Rs.4,46,000/-** in any one of the last 3 (three) audited financial years i.e. 2014-15, 2015-16 and 2016-17.

1.2.2 Working Capital

The bidder should have a minimum working capital of **Rs.89,200/-** as per latest audited balance sheet i.e. for the year 2016-17.

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. 2015-16 and meet the current working capital requirement.

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1.2.3 Net Worth

Net worth must be positive as per last audited financial statement i.e. for the year 2016-17.


Bidders must submit documentary evidence such as Balance Sheet & Profit & Loss A/c Statement for last three audited financial years in support of the above.

If the audited financial results of the immediate preceding financial year i.e. 2016-17 is not available, then the audited financial results of the year immediately prior to 2016-17 i.e. 2015-16 shall be considered for calculation of Annual Turnover, Net Worth and Working Capital as specified at Cl. 1.2 of Financial Criteria.

2.0 Evaluation and award of contract:


Evaluation shall be done on overall basis at least cost to the Purchaser.

Further, contract may be divided among two or more service providers in the ratio of 60:40 / 50:25:25 / 40:20:20:20. In order to do so, the L-2, L-3, L-4 bidders shall be asked to match the total quoted price with that of L-1 bidder. In case the L-2, L-3, L-4 bidder does not agree for the same, the opportunity shall be given to L-5 bidder and so on.”

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SECTION – II

CUT OUT SLIPS

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36
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DO NOT OPEN – THIS IS A QUOTATION

PROJECT : CITY GAS DISTRIBUTION PROJECT


TENDER NO. : MNGL/C&P/2017-18/36

ITEM : **RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING
OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD
NETWORK OF MNGL, PUNE**

DUE DATE : 28.07.2017 (UPTO 15:00 HRS)

FROM: M/s.	TO: Sr. Manager (C&P) Maharashtra Natural Gas Ltd. Plot No.27, A-Block, Narveer Tanajiwadi PMPML Bus Depot. Commercial Building, 1 st Floor, Shivajinagar, Pune-411005 Tel. No.020-25611021
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(TO BE PASTED ON THE OUTER ENVELOPE CONTAINING THREE ENVELOPES OF PART-I, PART-II AND PART-III OF BIDS)

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36
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DO NOT OPEN – THIS IS A QUOTATION

(UN PRICED BID)

PROJECT : CITY GAS DISTRIBUTION PROJECT


TENDER NO. : MNGL/C&P/2017-18/36

ITEM : **RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING
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(TO BE PASTED ON THE ENVELOPE CONTAINING TECHNO-COMMERCIAL OFFER i.e UNPRICED BID PART-I)

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36
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**DO NOT OPEN – THIS IS A QUOTATION
(PRICED BID)**

PROJECT : CITY GAS DISTRIBUTION PROJECT


TENDER NO. : MNGL/C&P/2017-18/36

ITEM : **RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING
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(TO BE PASTED ON THE OUTER ENVELOPE CONTAINING PRICE, PART-II)

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36
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**DO NOT OPEN – THIS IS A QUOTATION
(BID SECURITY / EMD)**

PROJECT : CITY GAS DISTRIBUTION PROJECT

TENDER NO. : MNGL/C&P/2017-18/36

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(TO BE PASTED ON THE OUTER ENVELOPE CONTAINING BID SECURITY, PART-III)




**MAHARASHTRA
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SECTION -III

INSTRUCTIONS TO BIDDERS (ITB)

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SECTION - III INSTRUCTIONS TO BIDDERS (ITB)

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8.	Bid Price	
9.	Bid Currencies	
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1.0 ARTICLE-1: COST OF BIDDING

- 1.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and Maharashtra Natural Gas Ltd. (MNGL), will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.0 ARTICLE-2 : BID EVALUATION CRITERIA & BID DOCUMENT

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the bid document. The Request For Quotation (RFQ) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of its bid .

Bidder must return the Agreed Terms and Conditions (as per Annexure - D), duly filled in, along with original bid document issued by MNGL.

The services required, bidding procedure and Contract Terms are prescribed in the Bid Document.

3.0 ARTICLE-3: CLARIFICATION OF BID DOCUMENT


- 3.1 A prospective bidder requiring any information or clarification of the Bidding Documents may notify MNGL in writing or by fax/post at MNGL's mailing address indicated in the RFQ. MNGL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 03 working days prior to the scheduled date of pre-bid meeting. Written copies of MNGL response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents and it will also be hosted on MNGL website. Any clarification or information required by the bidder but same not received by the Owner, at least three working days before the schedule date of Pre-Bid meeting , the same is liable to be considered as no clarification /information required. Bidders desirous to submit its bid on downloaded document have to take into consideration of all the addendum(s) /corrigendum(s) /clarification(s) issued /web hosted, before submitting the bid.

4.0 ARTICLE-4: AMENDMENT OF BID DOCUMENT

- 4.1 At any time prior to the bid due date, MNGL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.
- 4.2 The amendment will be notified in writing or by fax to all prospective bidders who have received the bidding documents and will be binding on them.
- 4.3 In order to afford prospective bidders, reasonable time in which to take the amendment into account in preparing their bids, MNGL may, at its discretion, extend the bid due date.

5.0 ARTICLE-5: LANGUAGE OF BID

- 5.1 The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and MNGL shall be written in English language, provided that any printed literature furnished by the bidder may be written in another

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language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern. Metric measurement system shall be applied.

6.0 ARTICLE- 6: DOCUMENTS COMPRISING THE BIDS

6.1 The un-priced part of the bid prepared by the bidder shall comprise the following components:

- a) A Bid Form and a Price Schedule completed in accordance with Articles 7, 8 & 9.
- b) Agreement, to be submitted along with un-priced part of the bid, in accordance with Article 26.
- c) Agreed Terms & Conditions duly filled-in.
- d) Details of the experience on works of similar nature executed during the last three years as per Annexure F & Ann. –G duly filled in alongwith Balance Sheets,
- e) Any other information/details required as per bid document.
- f) Latest valid Employees Provident Fund (EPF) registration certificate. (Applicable for Domestic bidders)
- g) Power of Attorney in favour of the signatory to the bid.
- h) Price schedule with price blanked out duly signed.
- i) Tender document and its amendment (if any) duly signed & stamped on each pages.

7.0 ARTICLE - 7: BID FORM

7.1 The bidders shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document, indicating the scope of work, a brief description of the services and prices.

8.0 ARTICLE - 8: BID PRICE

8.1 The bidder shall quote the prices in the price schedule attached to this Bid document.

8.2 Prices shall be quoted, in the prescribed Price Schedule by the bidder separately for each item of scope and in strict compliance to the format of the Price Schedule.


8.3 Prices quoted should be inclusive of fees towards complete scope of work, all taxes (except Goods & Service Tax), duties, levies, license fees, and also payment towards third party charges towards surveys etc. Applicable rate of Goods & Service Tax is indicated in Price Schedule, which shall be payable extra against submission of CENVATABLE invoice.

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

8.5 The cost of any other item / services, which are considered necessary for completion of the job, is deemed to have been included in the lump-sum prices.

8.6 Fixed Price

8.6.1 Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

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8.6.2 Statutory variation in Goods & Service Tax (GST) within the contractual completion period shall be reimbursed by MNGL on submission of Cenvatable invoice. No variation in taxes duties or levies other than GST shall be payable. Clause no.3.8.2 of GCC stands modified to this extent.

8.6.3 Prices shall be written both in words and figures. In the event of difference, the price in words shall be valid and binding.

8.6.4 Bidder shall be solely responsible for ascertaining all types of taxes and duties applicable for providing the services as mentioned in the scope of work. MNGL shall deduct Indian income tax applicable from the payments due to the bidder under the contract

8.6.5 Quoted prices shall also be inclusive of all costs towards carrying out any surveys, travel to India, site visits by its personnel, stay in India, boarding, lodging, incidental expenses etc. required for Scope of Work.

9.0 ARTICLE – 9: BID CURRENCIES

9.1 Bidders shall quote prices in Indian Rupees.

10.0 ARTICLE - 10: PERIOD OF VALIDITY OF BIDS

10.1 Bids shall be kept valid for 4 months from the final bid due date. A bid valid for a shorter period shall be rejected by MNGL as non-responsive.

The bidder shall not be entitled during the said period of 4 months, to revoke or cancel its Bid or to vary the Bid given or any term thereof.

10.2 Notwithstanding Clause 10.1 above, MNGL may solicit the bidders' consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing by fax or e-mail.

11.0 ARTICLE - 11: FORMAT AND SIGNING OF BID


11.1 The bidder shall prepare and submit one "Original Bid".

11.2 The original of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

11.3 The complete bid shall be without alterations, interlineations or erasures, except necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

12.0 ARTICLE - 12: PREPARATION & SUBMISSION OF BIDS

12.1 A set of Bid Document consisting of two copies of Bid Document marked "ORIGINAL" and "BIDDER'S COPY" including Bid form shall be issued to the Bidders. One set of above documents, marked "BIDDER'S COPY", shall be retained by the Bidder for reference and the other set of the bid document, marked "ORIGINAL", shall

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be submitted duly signed and stamped along with the bid. Documents mentioned in the Bid document shall be submitted along with the bid by the Bidders.

- 12.2 Addenda/Corrigenda to this Bid document, if issued, must be signed and submitted along with the Bid Document.
- 12.3 Bidders are advised to submit quotations based strictly on the terms & conditions and specifications contained in the Bid Document and not to stipulate any deviations.
- 12.4 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.
- 12.5 Bid shall be submitted in the following manner separately sealed in envelope(s) duly superscribed as below :

Part-A: Techno-Commercial / Un-priced Bid

Part-B: Priced Bid

12.5.1 PART-A: TECHNO-COMMERCIAL/ UN-PRICED BID


- 12.5.1.1 **Part-A : Un-priced Bid** shall contain original of UN-PRICED BID complete with all technical and commercial details with Bid Form & Price Schedule identical to Part-B with Prices blanked out. The original of un-priced bid shall be enclosed in separately sealed envelope duly superscribed with Bid Document No., Item Details, Bid due date & time etc. and “UN-PRICED BID - DO NOT OPEN”. The envelope shall also indicate the name and address of the bidder.

This is the “Techno-Commercial Bid”. All the technical details of the project shall be given in this part of the offer.

The details submitted, shall include but not be limited to the following:

1. Bidder's Profile
2. Power of Attorney for the authorized signatories
3. Work Scheduling and Staffing with Phasing of Activities, Timelines and Milestones with detailed bar charts including details of measurable milestones
4. Commercial Terms and Conditions
5. Details of Bidders' infrastructure in India as well as internationally.
6. Details of local support office in India, if any.
7. Summary of Experience as per format in **Annexure F &** Turnover details as per **Annexure-G** alongwith balance Sheet.
8. Profile of consulting resources, whom CONSULTANT plans to associate with MNGL project, shall be made available to MNGL.
9. Stamped and signed copy of MNGL Bid Document.
10. Declaration that Bidder has not been banned/ de-listed.
11. Bidder's testimonials. .
12. Any other document as may be required to substantiate the suitability of Bidder for MNGL.

12.5.2 PART-B: PRICED BID

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12.5.2.1 **Part-B : Priced Bid** shall be submitted in original with FULL PRICE DETAILS duly sealed in a separate envelope duly superscribed with Bid Document No., Item Detail, Bid Due Date & Time etc. and “PRICED BID - DO NOT OPEN.”

Priced Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates given in the Bid Document. Price bid should not have any Commercial and/or Technical stipulation in addition to, what is already given in Part A – Un-priced bid.

12.6 **SEALING & MARKING OF BIDS**

12.6.1 a) The inner and outer envelopes shall be addressed to Maharashtra Natural Gas Ltd. at the following address:

Sr. Manager (C&P)
Maharashtra Natural Gas Ltd.
Plot No.27, A-Block,
Narveer Tanajiwadi PMPML Bus Depot. Commercial Building, 1st Floor,
Shivajinagar, Pune-411005

b) Bear the words “Invitation Of Bids for “Bid Document for **RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE**”, the Bid Document No. and the words ‘DO NOT OPEN BEFORE 16:00 HRS. ON 28.07.2017. Formats are provided in the bid document.

c) In addition to the information required in sub-clause (a) and (b) above, the inner envelopes shall also indicate the name and address of the Bidder.

12.7 If the outer envelope is not sealed and not marked as required by para 12.6, the MNGL will assume no responsibility for the Bid's misplacement or premature opening.

13.0 ARTICLE - 13: BID DUE DATE

13.1 Bids must be received at the address specified in the Invitation for Bids (IFB) not later than the date and time specified in the Bid Document.


13.2 MNGL may, at its discretion, on giving reasonable notice by fax, telex or cable or any written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of MNGL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

14.0 ARTICLE - 14 : LATE BIDS

14.1 Any bid received by MNGL after the bid due date and time prescribed in Invitation For Bids shall be rejected.

14.2 Telegraphic/Fax/E-mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

15.0 ARTICLE -15 : MODIFICATION AND WITHDRAWAL OF BIDS

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- 15.1 The bidder may modify or withdraw his bid after the bid submission, provided that the modification / withdrawal notice is received by the MNGL prior to the bid due date & time.

The bidder's modification or withdrawal notice shall be prepared, sealed, marked and despatched in accordance with the provisions of Article 12.6. A withdrawal notice may also be sent by e-mail or Telefax but must be followed by a signed confirmation copy dated not later than the deadline for submission of Bids.

- 15.2 Subject to Article-17.4, no bid shall be modified subsequent to the deadline for submission of bids.

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

16.0 ARTICLE - 16 : OPENING OF BIDS BY MNGL

- 16.1 The bids will be opened by the MNGL at their office in the presence of bidder's representatives (duly authorised by a competent person and having the Letter of Authority as per Proforma), who choose to attend, on date, time and venue as mentioned in the Invitation For Bids (IFB). The bidders' representatives, who are present, shall sign a register evidencing their attendance.

- 16.2 The bidder(s) names, modifications, bid withdrawals and such other details as MNGL, at its discretion, may consider appropriate will be announced at the opening & recorded at the time of opening of **un-priced bid**.

- 16.3 The Bidder's names, prices of Bids, all discounts offered, modifications and Bid withdrawals and such other details as MNGL, at its discretion, may consider appropriate, will be read out at the time of opening of **priced bids** of technically and commercially acceptable bidders.

17.0 ARTICLE - 17 : EVALUATION OF BIDS


- 17.1 MNGL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

- 17.2 Once quoted, bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid within the scope of work, even if any deviation or exclusion may be specifically stated in the bid. Such price change shall render the bid liable for rejection. All responses to request for clarifications shall be in writing.


- 17.3 Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.

17.4 TECHNO-COMMERCIAL EVALUATION OF BIDS

- 17.4.1 Bids will be evaluated in accordance with the Bid Evaluation Criteria, if given along with the tender. The price bid of only those bidders, who meet the Evaluation criteria and their bids, are found responsive, shall be opened.

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- 17.4.2 Bids will be evaluated as received and no query will be asked from the bidders. To assist in the examination, evaluation and comparison of bids if it becomes absolutely necessary, MNGL may, at its discretion, ask the bidder for a clarification of its bid. The request for such clarification and the response shall be in writing and no change in the price or substance of bids shall be sought, offered or permitted.
- 17.4.3 Prior to the evaluation and comparison of bids pursuant to Article-19, MNGL will determine the substantial responsiveness of each bid to the bidding documents. For purpose of this Article a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations or reservations. MNGL's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence.
- 17.4.4 A bid determined as substantially non-responsive will be rejected by MNGL and may not subsequently be allowed by the MNGL to be made responsive by the bidder by correction of the non-conformity.
- 17.4.5 Bidder's Bid shall be considered non-responsive and rejected, if deviations are taken to the under mentioned provisions of Bid Documents by the Bidder:-
- i) **Bid Evaluation Criteria as per clause no. 2.0 of ITB.**
 - ii) **Performance Security (Contract Performance Bank Guarantee)**
 - iii) **Period of validity of bids as per Article - 10 Instructions to Bidders (ITB).**
 - iv) **Force Majeure as per Article 3.19 of General Conditions of Contract (GCC)**
 - v) **Resolution of Dispute/Arbitration as per Article-3.9 of GCC**
 - vi) **Firm Price.**
 - vii) **Completion Period of total scope of work**
 - viii) **Termination of Contract as per Article-3.16 of GCC**
 - ix) **Price Reduction Schedule as per Article 3.12 of GCC**
 - x) **Payment Terms as specified in the Bid document.**
 - xi) **Prices as per the SOR format.**
 - xii) **Non-submission of EPF registration certificate by Domestic Bidder.**
- 17.4.6 Bids not confirming to technical specification/requirements (**Ref Scope of work**) as mentioned in Bid Document will be rejected.
- 17.4.7 Conditional Bids will be liable for rejection.
- 18.0 ARTICLE - 18 : OPENING OF PRICE BIDS**
The price bids of the substantially responsive bidders will be opened in public. The price bids of those bidders determined to be not substantially responsive will be returned to the respective bidder(s).
- 19.0 ARTICLE - 19 : COMPARISON OF BIDS**
- 19.1 The MNGL will evaluate and compare bids previously determined to be substantially responsive pursuant to Article-17.
- 19.2 Arithmetical errors will be rectified on the following basis: -

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If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected.

19.3 The evaluated price of the bidders shall include total price inclusive of all taxes, duties, levies etc. as applicable under this contract.

19.4 Comparison of Bids will be on the basis of the lowest evaluated prices.

20.0 ARTICLE - 20: CONTACTING MNGL

20.1 Subject to Article 17.2, 17.3 & 17.4 no Bidder shall contact MNGL on any matter relating to its Bid, from the time of Bid opening to the time the CONTRACT is awarded.

20.2 Any efforts by a bidder to influence MNGL in its bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

21.0 ARTICLE - 21: AWARD CRITERIA

MNGL will award the contract to the successful Bidder whose Bid has been determined to be the lowest evaluated, responsive Bid, provided further that the Bidder is determined to be qualified to satisfactorily perform the Contract.

22.0 ARTICLE - 22: MNGL's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

22.1 MNGL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or; any obligations to inform the affected bidder or bidders of the ground for the MNGL action.

22.2 In awarding the CONTRACT for the SERVICES, MNGL reserves the right to make the award based on evaluation criteria to one or more Bidders.


23.0 ARTICLE - 23: NOTIFICATION OF AWARD

23.1 Prior to the expiration of period of bid validity MNGL will notify the successful bidder in writing or by fax, e-mail or telex to be confirmed in writing, that his bid has been accepted. The Notification of Award will constitute the formation of the Contract with the issuance of Service Order (SO).

23.2 Completion Period shall be counted from the date of Service Order. The notification of award will constitute the formation of a Contract, until the Contract has been affected pursuant to Article - 24.

24.0 ARTICLE - 24: ACCEPTANCE OF ORDER

24.1 After the successful Bidder has been notified that his Bid has been accepted, MNGL will send to such bidder a Letter of Acceptance / Service Order (SO) incorporating the terms and conditions agreed between the parties.

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24.2 MNGL will send the SO to the successful bidder, who, within 7 days of receipt of the same, shall sign and return it to MNGL, in token of acceptance of the contract.

25.0 ARTICLE-25: INCOME TAX LIABILITY

The bidder will have to bear all income tax liability, both Corporate as well as for their personnel, pursuant to award of contract against this tender.

26.0 ARTICLE-26: AGREEMENT TO BE FILLED, DULY SIGNED AND SUBMITTED ALONGWITH THE UN-PRICED PART OF THE BID

It is expressly understood and agreed by and between(the Company) and Maharashtra Natural Gas Ltd. that Maharashtra Natural Gas Ltd. is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Maharashtra Natural Gas Ltd. is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The (Company) expressly agrees, acknowledges and understands that Maharashtra Natural Gas Ltd. is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly..... (Company) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

27.0 ARTICLE-27: INVOICE AND PAYMENT

All payments against the contract shall be released by Finance & Accounts Dept , Maharashtra Natural Gas Ltd., Pune. The invoices must be addressed to:
Sr. Manager (F&A), Maharashtra Natural Gas Ltd.


POST ORDER CORRESPONDENCE:

All post order correspondence should be addressed to:-
Dy. General Manager (PNG)
Maharashtra Natural Gas Ltd.
Plot No. 27, A-Block, 1st Floor,
Narveer Tanajiwadi PMPML Bus Depot Commercial Building,
Shivajinagar, Pune – 411005

28.0 ARTICLE-28: BID SECURITY

28.1 The bidder shall furnish, as part of his bid, bid security of the amount specified in the IFB / RFQ.

28.2 The bid security is required to protect the OWNER against the risk of bidder's conduct which would warrant the security's forfeiture.

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- 28.3 Any bid not secured in accordance with Article-28.1 may be rejected by the OWNER as non-responsive.
- 28.4 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible.
- 28.5 The successful bidder's bid security will be discharged upon the bidder's executing the Contract, pursuant to furnishing the Performance security.
- 28.6 The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid Form; or
 - b) In the case of a successful bidder, if the bidder fails;
 - i) To furnish Performance Security as per provision of the bid document.
 - ii) To accept as arithmetical corrections of its bid as per provision of the bid document.
- 28.7 Bid Security should be in favor of "Maharashtra Natural Gas Limited" and addressed to MNGL, Pune. Moreover original Bid Security should be enclosed separately in a sealed cover and submitted along with the bid. Bid Security must indicate the Bid Document number. The Bid Security shall be strictly in the form provided in the bid document.

This shall be in the form of Crossed Demand Draft or Bank Guarantee in favour of Maharashtra Natural Gas Limited valid for a period of two months beyond the date of bid validity. Bank Guarantee shall be from any Indian scheduled commercial bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International bank having operation in India or Indian scheduled commercial bank in case of foreign bidder. However, other than the Nationalized Indian Bank, the bank whose BG 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.

- 28.8 The Indian / Domestic firms registered with MSME / NSIC, 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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Section-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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SECTION-IV GENERAL CONDITIONS OF CONTRACT (GCC)

ARTICLE 3.1: 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 Maharashtra Natural Gas Ltd. and Service Provider for Services as per this Bid document.

Maharashtra Natural Gas Ltd. /OWNER shall mean MNGL.

MNGL REPRESENTATIVE means the person appointed or authorized from time to time by MNGL for inspection.

TPIA REPRESENTATIVE means the person appointed from time to time by THIRD PARTY INSPECTION AGENCY for inspection.

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 3.2: PERFORMANCE OF DUTIES AND SERVICES BY SERVICE PROVIDER

3.2.1 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 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.

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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.

- 3.2.2 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 3.3: MNGL REPRESENTATIVE

- 3.3.1 MNGL shall nominate its Representative(s) who shall be entitled to act on behalf of Maharashtra Natural Gas Ltd. 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 3.4: SERVICE PROVIDER'S REPRESENTATIVE

- 3.4.1 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 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.

- 3.4.2 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 3.5: PAYMENT TERMS


- 3.5.1 MNGL shall pay for the services rendered as per stipulation in the tender through at par cheque only. All Bank charges of SERVICE PROVIDER's Bankers shall be to the SERVICE PROVIDER's account.

- 3.5.2 SERVICE PROVIDER will invoice MNGL according to the terms and conditions provided in the tender.

- 3.5.3 Payment terms will be as follows:

Invoices shall be raised on monthly basis.

100% of the man-day rate shall be payable against the man days spent during inspection / surveillance work and submission of inspection reports.

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Owner will reimburse the expenditure for travel/conveyance expenses as per the provisions of the Bid Document.

- 3.5.4 In case of disputes concerning invoice(s), MNGL shall return said invoice(s) to SERVICE PROVIDER within fifteen (15) days from its/their receipt specifying in writing the reasons for its / their rejection.
- MNGL shall pay the undisputed amount of the invoice(s) according to Article - 3.5.3 hereof.
 - The disputed amount, if any, shall be paid after mutual settlement between MNGL and SERVICE PROVIDER.
 - Total or partial rejection of the invoice(s) shall not release SERVICE PROVIDER from any of its obligations under the Contract.

ARTICLE 3.6: PERFORMANCE GUARANTEE

- 3.6.1 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 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 (**Annexure-C**). All expenses incurred in obtaining of such guarantee shall be borne by SERVICE PROVIDER.

- 3.6.2 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 3.7: CONFIDENTIALITY

- 3.7.1 SERVICE PROVIDER/MNGL 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/ SERVICE PROVIDER without the prior written consent of the latter.
- 3.7.2 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 3.8: TAXES AND DUTIES

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- 3.8.1 SERVICE PROVIDER shall pay any and all taxes including Goods & 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.
- 3.8.2 Statutory variation in taxes (WCT, withholding tax, Goods & 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.
- 3.8.3 SERVICE PROVIDER will not claim from MNGL any taxes paid by him.
- 3.8.4 MNGL shall deduct Income tax at source at applicable rates.

ARTICLE 3.9: RESOLUTION OF DISPUTES / ARBITRATION

- 3.9.1 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.
- 3.9.2 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.

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 the Pune (India).

- 3.9.3 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 1976.

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ARTICLE 3.10: LEGAL CONSTRUCTION

3.10.1 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 3.11: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

3.11.1 MNGL may suspend in whole or in part – the performance of services of SERVICE PROVIDER any time upon giving not less than fifteen (15) days notice.

3.11.2 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.

3.11.3 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.

3.11.4 By fifteen days prior notice, MNGL may request SERVICE PROVIDER to resume the performance of the services, without any additional cost to MNGL.

3.11.5 In case of suspension of work by SERVICE PROVIDER on MNGL request for more than 10 days, demobilization and remobilization charges will be paid to SERVICE PROVIDER as per Schedule of Rates.

3.11.6 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 3.12: PRICE REDUCTION SCHEDULE (PRS)

3.12.1 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 3.19 hereinafter or due to MNGL's 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.

3.12.2 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 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 3.13: 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

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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 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY


- 3.14.1 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.
- 3.14.2 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.
- 3.14.3 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.
- 3.14.4 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 3.15: LIABILITIES

- 3.15.1 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.
- 3.15.2 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.
- 3.15.3 The amount of liability will be limited to 10% of the contract value.

ARTICLE 3.16: TERMINATION OF CONTRACT

- 3.16.1 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.
- 3.16.2 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

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affect any right of action or remedy which has accrued or will accrue thereafter to MNGL.

3.16.3 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 3.17: MODIFICATION

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

ARTICLE 3.18: CONTRACT/AGREEMENT

The notification of award along with agreement on non judicial stamp paper of appropriate value as per proforma (**Annexure – B**) within 10 days from the date of receipt of SO, 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 3.19: 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 of Force Majeure, MNGL reserves the right to cancel the Contract and the provisions governing termination stated under Article 3.16 shall apply.

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.

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ARTICLE – 3.20: 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 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 twelve 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 – 3.21: 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 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 – 3.22: Notices

3.22.1 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.

3.22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

ARTICLE – 3.23: 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.




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SECTION – V

SCOPE OF WORK

**FOR THIRD PARTY INSPECTION AGENCY
FOR INSPECTION AT VENDOR / MANUFACTURER’S
WORKS IN INDIA FOR CNG & CITY GAS
DISTRIBUTION PROJECT**

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Part-1

Scope of Work for Inspection of Boughtout & Supply Items/Equipment's of CNG & City Gas Distribution Project

MNGL intends to hire services of Third Party Inspection Agency for inspection at Vendor / Manufacturer's Works in India. The items to be inspected are those required for City Gas Distribution project like CNG Compressors, CNG Dispensers, CNG Cascades, Line Pipes, SS Tubes, various types of Valves, Insulating Joint, MRS, DRS, Meters, Regulators, PE pipe, GI Pipe, Copper Tube, Odourising System, various types of Fittings etc. Vendors shall be from anywhere in India as per tender terms.

Bought out & Supply items/equipment's

- a. The bidder shall have at least two inspectors under this category, who will be called on requirement basis.
- b. All inspectors shall be diploma holders / graduate engineers, who have the similar experience.
- c. Diploma holder inspector should have at least six years of post qualification experience with at least two years experience in inspection.
- d. The vendor shall submit the bio-data before the deployment of inspector for inspection.
- e. Graduate engineer inspector should have at least four years of post qualification experience with at least one-year experience in inspection.
- f. Each inspector should have experience of at least one year in inspection of the respective materials.

MNGL may ask the agency to submit copies of relevant certificates before the deployment of inspectors. The agency will submit the list of inspectors / coordinators with their experience along with the bid under each category.


Deployment Philosophy: The deployment philosophy will be as under:

- 1) In normal conditions, only one inspector shall be deployed for each inspection at vendor's work. The deployment of inspectors will be as per actual requirement on need basis.
- 2) Payment shall be made in units defined in the Schedule of Rates
- 3) Only the inspectors from the approved panel of inspectors shall be deployed. The agency shall maintain the inspectors as required in the Panel of inspectors.

Notice Period:

- 1) **Notice Period for deployment in India: Seven calendar days at vendor works. To meet the above notice period the bidder has to make a continuous set up in India during the currency of the contract. All cost of maintaining the set up will be to the bidder's account.**


In case Service Provider fails to deploy inspector within 7 days from the date of intimation, compensation @500/- per day of delay in inspection subject to maximum of unit manday rate shall be recovered from the bills of service provider.

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- 2) MNGL may advise TPIA for carrying out sample Inspection of bought-out items at Vendor Works in India. For inspection of these bought-out items the TPIA shall plan their visits to the vendor shop in co-ordination with the vendors and MNGL as laid down in the QAP. The TPIA shall formally intimate the EIC about the mutually agreed dates in advance. Any delay on the part of the TPIA shall be dealt in accordance to the delay in deployment. The man days will be calculated for the days spent at vendor's shop for inspection. All invoices pertaining to this will be certified by the Engineer In Charge

Inspection Report (System and Types of Inadequacies to be reported periodically through reports): Any observation made by the inspector shall be reported in three categories as detailed under:

1. **Imperfection:** Any observation that is a defect or a shortcoming, however, not so serious but is required to be corrected has been reported as an imperfection. The imperfection may or may not require conforming to the specified clauses given in the specification.
2. **Alertness:** An alertness is required to be issued under the following conditions:
 - a. When the abnormality is yet to be observed or occurred in the system irrespective of whether pointed out by the contractor.
 - b. Depending upon the situation, any disclosure of important information shall make manufacturer or contractor liable to have the alertness.
3. **Non-conformity (NCR):** It is to be issued only when the abnormality has already been observed or occurred in the system and it has not been pointed out by the contractor, thereby the activity continues. The non-conformity issued can have three categories as shown hereunder:
 - a. **Category-1** NCR is to be issued when
 - i. It is mandatory that it does not comply with written down clause in applicable bid specification or standard or code.
 - ii. Lapse is non-isolative & serious for which immediate corrective/preventive action is required to be taken.
 - iii. No action or seriousness has been observed from client/contractor for category-2 issued NCR.
 - iv. There is consistent same type of lapses in the procurement / production / quality system.
 - v. Occurrence number shall always start with 1 and shall increase as 2, 3, so on depending upon the number of the same type of NCR that was issued in the past also.
 - b. **Category-2** NCR is to be issued when
 - i. It is mandatory that it does not comply with written down clause in applicable bid specification or standard or code.
 - ii. Lapse is isolated and immediate corrective action is required to be taken.
 - iii. No action or seriousness has been observed for category-3 issued NCR.
 - iv. Any other information that has not been given by the contractor in spite of verbal / written reminders like the repair rate, type of repair, etc.

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- v. Occurrence number shall always start with 1 and shall increase as 2, 3, so on depending upon the number of the same type of NCR that was issued in the past also.
- c. **Category-3** NCR is to be issued when
- i. It is non-mandatory to have a written down clause in applicable bid specification or standard or code.
 - ii. Any other information that has not been given by the contractor in spite of verbal / written reminders like the repair rate, type of repair, etc.
 - iii. Surveyors to mention in the applicable clause column as “As per Good Engineering Practice” in the NCR format if the clause is not given in the specification.
 - iv. Occurrence number shall always start with 1 and shall increase as 2, 3, so on depending upon the number of the same type of NCR that was issued in the past also.

For the timely resolution of the outstanding observations, the closure of the observations is to be continuously tracked by TPIA for corrective / preventive action to be taken which has been categorized on the basis of the time taken to resolve the point as mentioned hereunder:

- 0-5 working days time
- 6-10 working days time
- More than 10 working days time

For bought-out items/equipments except line pipes:

- a. The report has to be generated for each visit of inspection and at the end of each campaign.
- b. The report shall be generated SOR item wise of a Purchase Order and give at least the following details:
 - Certificate Unique Identification Number.
 - Date of inspection call received
 - Date of mutual agreement for scheduled inspection, mention revisions if any.
 - Date of Inspection
 - Place of Inspection
 - Purchase Order Number
 - Name of supplier
 - Sr. Number of QAP / QAP reference
 - SOR Item No.
 - Material Specification (PO Description)
 - Supplier Data Sheet Number
 - Charge, batch or heat number
 - Number of samples
 - Origination of test specimens
 - Observations / Results
 - Number of hours spent by the inspector for inspection during the visit.
 - Interpretation with reference to clause number of specifications / standards.
 - Quality index of the supplier
 - Photographs
 - Activity / order status

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- Outstanding issues for the visit
- c. A soft copy of the certificate / report shall be circulated immediately by e-mail.
- d. The hard copy of the report shall be signed and stamped by the originator.

Activity Completion Report:


- 1) The Activity/Inspection completion report shall be generated on the completion of each of the Inspection/activity / processes by TPIA incorporating all Inspections.
 - Bought out items (each Purchase Order separately)
- 2) The report for bought out items shall enclose the inspection reports for all the visits.
- 3) The report shall include the QAP and its compliance report. In case of bought out items all the certificates generated against a QAP (including those generated by the vendor) shall be included.
- 4) The report shall make elaborate suggestions in respect of necessity of clarity in the specific specifications.
- 5) Details of deviations taken during the inspection and suggestive actions
- 6) Details of type of non-conformities which repeated frequently and suggestions to block their re-occurrence.
- 7) Details of non-conformities which were not closed till the end of the activity and suggestions.
- 8) The report shall be reviewed by a higher level of inspector.
- 9) Issuance of Inspection Release Note.
- 10) The report shall be submitted duly signed and stamped.

Audit report / Report on failure analysis: TPIA shall be required to submit audit report / failure analysis report as and when required on need basis as per the client requirement.

Contract Closure Report: If the contract expires (for any reason) before the completion of any Project, it will be the responsibility of TPIA to issue Project / Contract closure report. The man days used to prepare the same beyond the contractual man days shall not be paid.

Check list for Bills alongwith formats for Cenvatable Invoice etc:


1. Format for Cenvatable invoice is enclosed as Annexure –III
2. Format for Time Sheet is enclosed as Annexure – IV
3. Supporting bills for reimbursement invoices.

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Part-2

Health, Safety, Environmental Requirements


It is MNGL's objective policy to ensure that potential health and safety factors and environmental effects are assessed for all products, projects and activities and acquisitions. For projects this is implemented by staged audits of health, safety and environmental aspects from concept stage to post commissioning in order to determine any shortcomings or non compliance. All TPIA Inspectors must ensure safety during inspection and mandatory use their own Personal Protective Equipments while carrying out inspection. MNGL in no way shall be responsible for any miss-happenings. **For safety purpose, the insurance of Inspectors deployed at all places including sites will be in Bidder's scope as per applicable laws for which Bidder shall be solely responsible. A copy of the said insurance policy shall be furnished to MNGL before starting work.**

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**Part-3
Other Conditions**

- 1) The TPIA shall perform the work under this CONTRACT with diligence and conforming to the best international practices available in this area.
- 2) The TPIA shall perform their obligations conforming to rules, regulations and procedures prescribed by law and prevailing local rules.
- 3) The TPIA shall take approval/concurrence from MNGL on major and critical issues e.g. Design Basis, P&IDS etc.
- 4) There may be minor changes in scopes during the implementation of the project. The TPIA shall not be entitled for extra payment for the same.
- 5) The TPIA shall suggest measures to improve quality of work required in implementing the project.
- 6) The bidder is required to submit all the documents as required in the questionnaire attached with this document.
- 7) Governing law: Laws of India will govern the Agreement and Pune courts shall have exclusive jurisdiction on all matters related to Agreement.
- 8) Employer's rights and remedies: Without prejudice to EMPLOYER'S Rights and Remedies under Agreement, if TPIA fails to perform duties, the EMPLOYER may terminate the Agreement in Full or Part at TPIA's default and may get services from other sources at TPIA's risk and cost.
- 9) Performance Evaluation: The performance of TPIA to whom the award is placed shall be evaluated right from submission of bid till the final completion, as per MNGL'S C&P Procedure.
- 10) Pre order correspondence: All Pre order correspondence shall be addressed to:


Sr. Manager (C&P)
 Maharashtra Natural Gas Ltd,
 Plot No.-27, A-Block, 1st floor,
 Narveer Tanajiwadi PMPML Bus Depot Commercial Building,
 Shivajinagar, Pune-411005
 Email: gasaid@mngl.in;
 Ph :020-25611021

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Part-4

TPIA Deliverables

- 1) The TPIA is required to submit all deliverables within the schedule inline with the requirement mentioned in various sections of this document. The deliverables includes reports, IRN, etc. The deliverables are summarized as under but not limited to:
 - ❖ All Inspection Reports
 - ❖ Inspection Release Note.
 - ❖ The TPIA shall submit all documents to MNGL after the completion of the contract. Further they will retain one set of all documents with them for a period of three years after contract closure.
 - ❖ Any other document required for release of payment to TPIA.

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**PART – 5
QUESTIONNAIRE**

TPIA Services for Quality Surveillance of CNG / City Gas Distribution Project

All details as per this questionnaire are to be mandatory submitted by the bidder along with the bid.

Notes

1. All questions in the following Questionnaire are to be answered in a format consistent with the appropriate Section and numbering format used in this Questionnaire. Responses shall be divided into the appropriate Sections with dividers numbered in accordance with the index and the respective responses numbered as per this Questionnaire.
2. Supplementary information may be inserted if required at the end of the submission. If included this information shall be indexed as “Additional Information – (*Topic*)” in the Table of Contents of the Questionnaire response.
3. Each page of the submission shall be numbered in the following format, '*Page X of Y*'; to ease identification as responses may be divided for review by different Departments. In the event of a Manual, Policy or Procedure being attached, please ensure that the Document Number, Revision and number of pages is referenced on the Section divider.

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Section 1: Information

Please complete the following and return as part of the Questionnaire response.

Please find details of the nominated focal point for communication between MNGL and the Company during this Questionnaire exercise as follows:

Name of Company :

Name of Contact Person(s) :

Position :

Address of Company :
.....
.....
.....

Tel. Number of Contact Person(s) :

Fax Number of Contact Person(s) :

E-mail Address of Contact Person(s) :


I/We hereby declare that, to the best of our knowledge the responses given within this Questionnaire response and accompanying documents and/or attachments, represent a true reflection of the experience and capabilities of the Company

Signature :

Name :

Position :

For and on behalf of :

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Section 2: General Information

The bidder is required to provide the following General Information as requested in items below.

1. For the Company, provide the following:
 - a. Company Name.
 - b. Address (Street Address and Mailing Address).
 - c. Contact Person(s).
 - d. Contact Person(s) Telephone / Fax Numbers (including country codes).
 - e. E-mail address of Contact Person(s).
2. For the Company, briefly describe the primary nature of its business.

Section 3: Financial Information

1. Provide name(s) and address (es) of the Company's Bankers.

Section 4: Organizational Structure

Corporate Structure

1. For the Company provide Corporate Organizational Chart(s) and QA/ QC Structure(s) including:
 - a. Authority and accountability levels.
 - b. Corporate geographical spread of locations relative to project locations.
 - c. Responsibilities of sub-contractors.
2. Confirm corporate experience in providing TPIA Services including Inspection of items/equipment's used in CGD industry or in multi-discipline Gas Pipeline Projects. Provide a list with Project Title, Scope, Executed Value, and Client Name for CGD / Pipeline Projects for which TPI services have been provided in the last five years.
3. Confirm the ability to comply with the subsequent contractual requirement that all official documentation and verbal communication in connection with the Project will be conducted in the English Language.


Staff Levels

4. Provide current staff levels for each of the following areas.
 - a. Corporate Management
 - b. Document Control
 - c. Field Inspectors for
 - d. Project Planning & Scheduling
 - e. Quality Management Systems (QA/QC)

Section 5: Execution Capability and Experience

Past Project Execution Experience

1. Has your Company inspected / provided TPIA services for any CGD industry/ pipeline projects in the past 5 years? If yes, please list the following for each project:
 - a. Contract Title

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- b. Client Name
- c. Date of Start and Finish
- d. CGD / Pipeline Project Description

Ongoing Project Workload

2. Does your company have any ongoing projects in the area of TPIA services for CGD / gas pipeline projects?
3. Provide listing of all ongoing Projects including for each project:
 - a. Name of the client, contact person and contact details.
 - b. Contract title.
 - c. A brief description of the scope (not more than 5 sentences) addressing, as applicable, details of compression stations, power generation and distribution systems, control and instrumentation systems, gas plants, pipelines, civil works and man-hour content.
 - d. Date of award (mm/yyyy).
 - e. Total Contract Value (INR).
 - f. Project duration (months).
 - g. Description of the staff levels for the:
 - ❖ Quality Management Systems (QA/QC) related to CGD / gas pipeline systems

Industry Standards


4. Provide listing of licensed copies of Industry Standards related to CGD / gas pipeline projects maintained by the organisation including for each standard:
 - a. Issuing Organization.
 - b. Document Title.
 - c. Current revision on record.
 - d. If applicable, copy of corporate policy to continued commitment of updating standards as necessary to keep abreast of industry developments.

Section 6: Quality Management Systems

In response to questions within the Quality Management Systems section. If a Quality Management Procedure is attached, references to sections of the manual can be provided as responses to questions in the following section.

Quality Management System Certification

1. Provide a copy of your corporate ISO 9000-2000 Certificate or any equivalent certificate.
2. How long has the company been operating a Certified Quality Management System?
3. If a Quality Management Policy / Procedure is attached please indicate the current revision, the date of the previous revision and the number of years that the procedure has been utilized by the organization.

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ANNEXURES

Annexure-I

Format for Bio data

Paste Recent Photograph Here

1.	Name		
2.	DOB		
4.	Nationality		
5.	Contact Details		
	❖ Address:		
	❖ Phone Number:		
	❖ Email id:		
6.	Languages Know (Read, Write, Speak)		
7.	Educational Qualifications for all degree indication year of completion, name of college/ university		
	❖ Year of Completion:		
	❖ College / University:		
	❖ Full Time / Part Time:		
8.	Professional Qualifications:		
9.	Affiliations to Professional Bodies		
10.	Certification ASNT/ISNT etc.		
11.	Present Employment status		
12.	Professional Experience :		<i>Experience related to CGD Project/Pipeline Project to be indicated under each head inline with the job requirement.</i>
	<u>Organization</u>	<u>Company's roll / Contractual Basis</u>	<u>From To Years Position Project Name Responsibilities</u>
13.	Computer & Software's Proficiency		
14.	Any Other Information:		

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Annexure-II

Maharashtra Natural Gas Limited

Daily Log for Quality Surveillance Job by M/s -----

Project Name	:		:	Dated		:
Spread No.	:		:	Inspector In Time		:
Name of MNGL I/C	:		:	Inspector Out Time		:
Name of Quality	:		:			:
Surveillance Inspector						

A.	Details of Job Assigned by MNGL I/C	
B.	Has MNGL Provided Vehicle to Inspector as per Contract? Yes /No	
C.	If No, then Total Distance (Kms) Travelled by Inspector (Clause 6.4 of Schedule of rates)	
D.	Details of Job Performed by Quality Surveillance Inspector	
	Sign of Inspector	Sign of Spread I/c / MNGL TPIA Coordinator at site

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Annexure-III

CENVATABLE INVOICE

Goods & Service Tax Details :

PAN :	Reg. No. :
ASSESSING AUTHORITY :	Code No. :
	Division :
	Commissionerate :

Customer - Name : Address : Phone :	INVOICE NO. : I Date : PROJECT: Months :
--	--

SO No. : MNGL/C&P/2017-18/

Sr. No.	Particulars	Month	Engineers	Unit	No. of Units	Rate / Unit(Rs.)	Amount (Rs.)
1	SOR item-1, AT SPREAD -1 /Area-1/ CNG Station-1	Feb.		Mandays			
		March					
		April					
TOTAL for S.No.1							
2	SOR item-1, AT SPREAD -2/ Area-2/ CNG Station-2	Feb.					
		March					
		April					
TOTAL for S.No.2							
3	SOR item-1, AT SPREAD -3 /Area-3/ CNG Station-3	Feb.					
		March					
		April					
TOTAL for S.No.3							
SOR -1, TOTAL (Feb. to April)							
SOR -1, 100%							
					Goods & SERVICE TAX		
Enclosure: Certified Time Sheet & Abstract of Payment							
					TOTAL PAYABLE		

AMOUNT PAYABLE: Rupees

For XYZ India Pvt. Ltd.




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Section-VI

SPECIAL CONDITIONS OF CONTRACT (SCC)

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Section-VI

Special Conditions of Contract (SCC)

1.0 DEFINITIONS

In addition to meaning ascribed to certain capitalized terms in Section IV “GCC”, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section IV “GCC”, the meaning ascribed to such term hereunder shall prevail:

Definitions

“*Bid / Tender Documents*” shall mean documents issued to the bidder pursuant to IFB and listed in ITB.


“*Effective Date*” shall mean the date on which Contractor’s obligations will commence and that will be date of Service Order (SO).

“*THIRD PARTY INSPECTION AGENCY*” referred in Bid Document may be read as ‘Third Party Inspection Agency (TPIA) for inspection of supply/bought out items/equipment’s of CNG & CGD Projects of MNGL.

Interpretations / Amendments from GCC:

- i. Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the GCC and SCC provisions shall prevail to the extent of such repugnancy, or variations exist.
- ii. In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- iii. Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.
- iv. All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- v. Refer Article 3.6.1 of ‘GCC’ : Contract Performance Bank Guarantee (CPBG) shall be valid for 3 Months after the issuance of the provisional acceptance certificate of the contract as per Article 3.15.2 of ‘GCC’.
- vi. Bidder to refer Article 3.8.2 of General Conditions of Contract of the Bid Document. Prices shall be inclusive of all Taxes & Duties as applicable except Goods & Service Tax. No variation including statutory in taxes & Duties will be payable by Owner to the THIRD PARTY INSPECTION AGENCY, however Goods & Service Tax will be reimbursed to bidder by the Owner extra at actuals against documentary evidence for the amount for which cenvatable documents are submitted by the Bidder to the Owner to enable Owner to avail cenvat benefits.

2.0 ORDER OF PRECEDENCE

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36
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In case of an irreconcilable conflict amongst General Conditions of Contract, Special Conditions of Contract, Specifications or Price Schedule / Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- i) Letter of Acceptance / Contract Agreement.
- ii) Fax / Letter of Intent / Fax of Acceptance.
- iii) Instruction to Bidders
- iv) Special Conditions of Contract.
- v) Scope of Work
- vi) General Conditions of Contract.

3.0 TERMS OF TPIA PAYMENT


- 3.1 All the relevant clauses of General Conditions of Contract, Instructions to Bidders & Special Conditions of Contract shall be applicable.
- 3.2 Payment shall start only after signing of Contact Agreement & Receipt of Contract –cum- Performance Bank Guarantee as per Tender document.
- 3.3 Payments will be made on the man-day rate on monthly basis through at par cheque.
- 3.4 100% of the man-day rate shall be payable against the man days spent during inspection / surveillance work and submission of inspection reports.

Owner will reimburse the expenditure for travel/conveyance expenses as per the provisions of the Bid Document.

- 3.5 The TPIA shall be responsible to submit the invoices through MNGL and retain receipt on submission. Owner shall endeavor to release payments within 15 days for the bills raised by the TPIA.
- 3.6 Invoicing: The TPIA shall submit their **Cenvatable** invoice to MNGL as detailed herein:

For man days

<u>SL</u>	<u>Invoice Covering</u>	<u>Submitted To</u>	<u>Remarks</u>	<u>Paying Authority</u>
1.	Inspection of materials as per the relevant standards, QAP, etc. at vendors/manufacturers works	EIC	Time sheet to be certified by MNGL personnel deployed at Manufacturing / Coating Plant / MNGL Engineer- In-charge for the particular project at MNGL, Pune.	Director (Commercial) MNGL, Pune

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For Reimbursements for SOR item No. 1:

1.	Reimbursement of travelling expenses (to & fro)	Engineer-in-charge, MNGL	All such invoices to be certified by MNGL Engineer In charge	Director (Commercial) MNGL, Pune
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- ❖ Separate invoice shall be raised for separate Inspection visit.
- ❖ Reference Number for each deployment advice shall be mentioned in the invoice.
- ❖ The invoice shall accompany the Duly Certified Copy of the time sheets along with Daily Log Book,
- ❖ The TPIA Coordinator will maintain record / log for mandays consumed under different inspection visits and circulate the same with monthly report.


3.7 PAYING AUTHORITY: The Paying Authority will be Director (Commercial), MNGL, Pune for all invoices.

3.8 MAN DAY RATE: One man-day will be taken as **12 working hours** at Vendor's work place / manufacturing shop excluding travel time to reach work place i.e. Vendor's work place / manufacturing shop. The man-day rate is considered all inclusive except travelling. Therefore, any additional cost what-so-ever (towards backup management, professional, IT facilities, electronic gadgets, communication, transmittal etc.) shall not be payable.

- ❖ One man day rate shall be payable for inspection work for one calendar day.
- ❖ The man day rate will be same for all the days of the week (including holidays / Sunday)
- ❖ Same rates shall be applicable for any additional hours worked beyond 12 hours on pro-rata basis. Prior Permission of the same shall be sought from MNGL for this.
- ❖ The man-day rate for the duration of travel / local travel to reach place of work etc. shall not be paid.

3.9 TRAVEL CHARGES:

- i. A period of 7 calendar days notice for inspection at Vendor works (including pipe manufacturing plant, coating plant, etc) shall be given and the inspector shall be paid actual or 2nd class AC Railway fare (which ever is less) from the nearest regional/area/branch office in India of the agency on the receipt of copy of the ticket.
- ii. During outstation travel for inspection, if the place of inspection is beyond 50 km radius from the Inspection Agency Office / Railway Station / Bus Stand, local conveyance shall be paid at actual on the receipt of copy of the Bus / Railway ticket only.

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3.10 DEDUCTION AT SOURCE:


- i) Owner will release the payment to the THIRD PARTY INSPECTION AGENCY after effecting deductions as per applicable law in force.
- ii) Owner will release payments to the THIRD PARTY INSPECTION AGENCY after offsetting all dues to the Owner payable by the THIRD PARTY INSPECTION AGENCY under the Contract.



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**SECTION-VII
SCHEDULE OF RATES**

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36
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SCHEDULE OF RATES

6.1 Preamble to Schedule of Rates

- i. Schedule of Rates shall be read in conjunction with General Conditions of Contract, Special Conditions of Contract, Instructions to Bidders & Scope of work of this Bid document.
- ii. The quoted price of the bidder shall include, but not limited to the following:
 - ❖ Usage of office infrastructure, computer facilities, all Printing, Reproduction, Communication and courier costs
 - ❖ TPIA personnel incidental expenses
 - ❖ Fees paid to any other agency, company, organization, and specialist etc.
 - ❖ Income Tax or any other taxes payable in India excluding Goods & Service Tax.
 - ❖ Insurance taken by the TPIA for its inspectors to be deputed for the job.
 - ❖ Cost of maintaining the set up on continuous basis in India during the currency of the contract.

6.2 Basis of Prices and Other Rates


- i. The man day rate shall be inclusive of all cost including accomodation, local transport / conveyance, risk and expense, overhead, profit and / or fee related to the satisfactory performance and completion of the Work.
- ii. Errors and Omissions
Bidders shall ensure that there are no errors or omissions in the Priced Bid. All the columns of the price bid are mandatory to be filled-up. In case any omissions are noticed in the Priced Bid, the Bid is liable to be rejected. Prices shall be written in both words and figures.

6.3 Rates for TPIA Personnel's

The TPIA is required to quote the man day rate in the format indicated in SOR.

6.4 Rates for Reimbursement for travelling (to & fro) for Outstation Inspections Only (i.e. for SOR Item No. 1)

MNGL will reimburse the expenditure for travelling (to & fro) for outstation Inspections. The inspector shall be paid actual or 2nd class AC Railway fare (whichever is less) from the nearest regional/area/branch office in India of the agency on the receipt of copy of the ticket. Such invoices shall be submitted to MNGL Office Engineer-In-charge for certification and release of payment.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36
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6.5 Price Reduction Schedule (PRS): The Agency will be liable to following monetary compensations towards MNGL for its non-performance:


- ❖ The agency has to submit the **list of Panel of Inspectors with CVs** (as required in the Scope of Work of the Bid Document) to the EIC within 10 working days of the receipt of Service Order for approval. In case the TPIA fails to submit the panel of inspectors with CVs and relevant documents within 10 working days a monetary compensation at the rate of one man day (for SOR Item No.1) per day of delay will be imposed on TPIA.
- ❖ The agency has to depute their approved inspectors for inspection at vendor's work within 7 days from the date of intimation by MNGL's EIC.

In case Service Provider fails to deploy inspector within 7 days from the date of intimation, compensation @500/- per day of delay in inspection subject to maximum of unit manday rate shall be recovered from the bills of service provider.

- ❖ For the absence period, no man-day rate will be paid by MNGL.
- ❖ Discrepancy in Inspection: If any discrepancy is found during checking / audit of inspected items received at site and it is established that the discrepancy is on account of TPIA, an amount equivalent to the two man days shall be imposed. The man day considered shall be for the SOR item under which the subject inspection was conducted.
- ❖ **Total compensation shall not exceed 5% (Five Percent) of the total contract price.**
- ❖ All the above compensations shall be settled from the running bills and the balance shall be adjusted against subsequent bills (if due).

6.6 Time extension: This contract will be valid for a maximum period of two years from the date of Service Order. However, the same may be extended for carrying out works as an extension of scope beyond 2 years (not exceeding 6 months) on the same rates, terms and conditions at the option of MNGL.

Quantity extension: Quantities mentioned in the Schedule of Rate (SOR) for Serial No. 1 are indicative only. This may increase or decrease based on actual execution on the same rates, terms and conditions till the validity of contract at the option of MNGL.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36
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**SCHEDULE OF RATES (SOR)
THIRD PARTY INSPECTION FOR CNG / CITY GAS DISTRIBUTION PROJECT OF
MNGL, PUNE**

This contract will be valid for 2(Two) years from the date of Service Order. The Bidder is required to quote the prices for the man days mentioned herein. This Schedule of Rate will be considered for the evaluation of bids

TABLE -B

SOR Item No.	Item description	Unit	Quantity	Unit price inclusive of all taxes but exclusive of Goods & Service Tax (INR)	Total Price inclusive of all taxes but exclusive of Goods & Service Tax (INR)
1	Inspection of free issue material & bought out items/equipment etc. at vendor/manufacturers works anywhere in India	Man days	600		
	Total amount inclusive of all taxes but exclusive of Goods & Service Tax (in Rs.)				
	Goods & Service Tax in Percentage				
	Goods & Service Tax Amount (in Rs.)				
	Grand Total amount inclusive of all taxes including of Goods & Service Tax (in Rs.)				

Notes to SOR

- 1) The bidder shall read this SOR in conjunction with the scope of work detailed in this Bid Document including Section V and quote accordingly.
- 2) Bidder to indicate all inclusive prices (except provisions specifically mentioned in Bid Document like travelling etc.) exclusive of Goods & Service Tax. Goods & Service Tax, if applicable shall be paid extra at actuals by Owner to the Bidder for the amount for which cenvatable invoices are submitted by the Bidder to the Owner to enable Owner to avail cenvat benefits.
- 3) Evaluation shall be done on overall basis at least cost to MNGL.

Name of the TPIA


Signature & Seal of Bidder



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NATURAL GAS LIMITED**

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**SECTION-VIII
ANNEXURES**

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36
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ANNEXURE - A

Bid Form

Date:

To:
M/s. Maharashtra Natural Gas Ltd.
Plot No. 27, 1st Floor,
Narveer Tanajiwadi PMPML Bus Depot Commercial Building,
Shivajinagar, Pune – 411005

Dear Sir,

Having examined the Bid Document No. MNGL/C&P/2017-18/36
the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services
in conformity with the terms and conditions of TENDER.

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within
the completion schedule specified therein. If our bid is accepted we will obtain the guarantee of a Bank in
a sum not exceeding 10% of the Contract price for the due performance of the Contract.

We agree to abide by this bid for a period of four months from the date fixed for bid opening under
Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the
expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in
your notification of award, shall constitute a binding Contract between us.

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

Dated this Day of 2017


Date:

Place:

Signature of authorized signatory
Name: -----

Designation:

Seal:

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36
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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., Plot No. 27, 1st Floor, Narveer Tanajiwadi PMPML Bus Depot Commercial Building, Shivajinagar, Pune – 411005 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 Service Order (SO) including Completion Schedule of job has called for proposal.


- A. The SERVICE PROVIDER has examined the Job specified in TENDER 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 :

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36</p>
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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
M/s Maharashtra Natural Gas Ltd.

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____


Signed and Delivered
for and on behalf of

Date : _____

Place: _____

1. _____

2. _____

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36
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ANNEXURE - C
PERFORMANCE SECURITY
(CONTRACT PERFORMANCE BANK GUARANTEE)
- UNCONDITIONAL
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

REF.

Order No.

Bank Guarantee No.:

Date:

To


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

Dear Sirs,

In consideration of the Maharashtra Natural Gas Ltd., Pune (India) (herein referred to as the OWNER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s_____ having principal office at _____(hereinafter referred to as the "SERVICE PROVIDER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the work of - _____by issue of OWNER Order No._____dated_____and the same having been accepted by the SERVICE PROVIDER resulting into CONTRACT for _____ as per above referred Order having a total value of _____for the work of _____and the SERVICE PROVIDER having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract to Owner.

We (bank) _____having Head Office at _____(hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER on demand any and all moneys payable by the SERVICE PROVIDER to the extent of 10%(Ten percent) of the Contract Prices as aforesaid at any time up to _____ without a reference to the SERVICE PROVIDER. Any such demand made by OWNER on bank shall be inclusive and binding not withstanding any difference between OWNER and SERVICE PROVIDER discharges this guarantee. OWNER and SERVICE PROVIDER or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges this guarantee. OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by SERVICE PROVIDER of the afore mentioned CONTRACT, OWNER shall have the fullest liberty, without affecting this guarantee, to postpone from time to

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time the exercise of any power vested in them or of any right which they might have against SERVICE PROVIDER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between OWNER and SERVICE PROVIDER or any other course of or remedy or security available to OWNER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect or relieving the BANK. The BANK also agrees that OWNER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against SERVICE PROVIDER and notwithstanding any security or other guarantee that OWNER may have in relation to the SERVICE PROVIDER liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to AND it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by the SERVICE PROVIDER on whose behalf this Guarantee has been given.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the SERVICE PROVIDER up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the SERVICE PROVIDER to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 201_

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


Dated The _____ day of _____ 2017

WITNESS:
(SIGNATURE)

(NAME)
STAMP
(OFFICIAL SEAL)

(SIGNATURE)
BANK RUBBER

(NAME)
Designation with bank stamp
Plus Attorney as per Power
Of Attorney/Resolution Board of Directors
Date:

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36
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ANNEXURE - D

BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS


Bidder's Name M/s
TENDER No.....
Offer Ref.....

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid failing which **Offer/Bid will not be considered for evaluation**. Clauses confirmed hereunder should not be repeated in the Bid.

<i>S. No.</i>	<i>Description</i>	<i>Bidder's Confirmation</i>
1.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the TENDER.	
2.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the TENDER.	
3.	Ensure & confirm that quoted prices are inclusive of all taxes, duties, levies etc. as applicable under this contract including all costs towards carrying out any surveys, travel to India, site visits by it's personnel, stay in India, boarding, lodging, incidental expenses etc. required for Project work.	
4.	Confirm that the offer shall remain valid for acceptance up to 4 months from Final Bid Due Date / Date of Opening of Bids.	
5.	Bidder's name and address	
6.	Confirm that quoted prices shall remain firm till completion of Project.	
7.	Please confirm the quoted prices are in Indian Rupees.	
8.	Confirm acceptance of Completion period as per requirement Specified in TENDER (to be reckoned from date of Service Order)	
9.	Confirm complete technical literatures/ catalogues and Users reference list submitted along with offer.	

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S. No.	Description	Bidder's Confirmation
10.	Confirm acceptance of Price Reduction Schedule (PRS) for delay in completion beyond contractually agreed completion schedule as specified in the TENDER.	
11.	Confirm that in case of delay in completion beyond contractual completion date the invoice shall be submitted for the amount duly reduced to the extent of PRS against each phase.	
12.	Confirm in case of delay in completion beyond contractual completion date, any new or additional taxes and duties imposed shall be to Service provider's account.	
13.	Confirm acceptance of relevant Terms of Payment as specified in the TENDER. [Payment terms indicated in TENDER do not provide for any advance payment to be made to the bidder(s)].	
14.	Confirm that Contract Performance Bank Guarantee (CPBG) for 10% of order/contract value shall be furnished within 15 days of Service Order, valid for 3 months beyond the expiry of Guarantee/Warranty period as per terms of Bid Document.	
15.	Confirm acceptance in toto of the Terms & Conditions contained in <ul style="list-style-type: none"> i) Instructions to Bidders ii) General Conditions of Contract (GCC). iii) Scope of work iv) All other commercial documents/ attachments of TENDER. 	
a)	In case of reservations, confirm that clause wise comments have been specified as annexure to this format.	
b)	All the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted that Terms & Conditions indicated elsewhere including any printed Terms & Conditions, shall not be considered by Owner.	

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36
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<i>S. No.</i>	<i>Description</i>	<i>Bidder's Confirmation</i>
16.	The bidder is required to state whether any of the Directors of bidder is not a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director.	
17.	All correspondence must be in English Language only.	
18.	Indicate Name & Contact No. (Telephone/ Fax No./Email) of person(s) to whom queries, if any, are to be addressed against your bid.	
19.	Owner reserves the right to make any change in the terms & conditions of the TENDER and to reject any or all bids including those received late or incomplete.	
20.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

BIDDER CONFIRMS THAT IN CASE OF CONFLICTING VERSION OF VARIOUS TERMS & CONDITIONS AT DIFFERENT PLACES, THE CONFIRMATION FURNISHED AS ABOVE SHALL BE CONSIDERED OVER-RIDING AND FINAL AND ANY OTHER DEVIATION INDICATED ELSEWHERE SHALL BE TREATED AS REDUNDANT.

Signature _____
Name _____
Designation _____
Office Stamp _____
Tel No. _____
Fax No. _____

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ANNEXURE - E

Proforma of Letter of Authority for Attending the Bid Opening /Signing the Agreement

No.

Date:

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

Kind Attn:

Sub: Tender No.

Dear Sirs,

We.....do hereby confirm that Mr. (name and address)
_____ is/are authorized to represent us for bid opening and signing of
the Agreement on our behalf with you against your above cited tender
for.....

We confirm that we shall be bound by all and whatsoever our representatives shall commit.


Yours faithfully

Signature

Name and Designation
for & on behalf of BIDDER

Note:

This letter of Authority should be on the letterhead of the Bidders and should be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind the bidder.

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ANNEXURE - F

BIDDER'S EXPERIENCE

Sl. No.	Experience in similar jobs	Company Name	Contract Number and Year	Value

Note: * The bidder have to submit document i.e. copy of Award/work orders/completion certificates as a proof of above experience details.

Signature _____
 Name _____
 Designation _____
 Office Stamp _____

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36
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ANNEXURE – G

ANNUAL TURNOVER

Applicant's Legal Name :

Date:

TENDER NO.

Page.....of.....


**Each Bidder must fill in this form (Single Entity)
Annual Turnover data for the last 3 years**

Year	Currency	Amount	Ex. Rate (*)	Amount (INR)
Year:1 (2016-2017)				
Year:2 (2015-2016)				
Year:3 (2014-2015)				

1. A brief note should be appended describing thereby details of turnover as per audited results.

Signature of Bidder

(*) To filled by Owner/ Consultant

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR BI-ANNUAL RATE CONTRACT FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2014-15/06
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ANNEXURE – H

Deviation Form

Name of Bidder: -


Notes:

- 1) SERVICE PROVIDER may give here a consolidated list of deviations/ clarifications/ comments for all sections of the Bid documents which for an appropriate offer are considered unavoidable by him.
- 2) Deviations/ clarifications mentioned elsewhere in the offer shall not be binding on the MNGL and any such deviations if indicated elsewhere other than this form will render the offer non- responsive and shall liable to be rejected.
- 3) SERVICE PROVIDER shall state the reason for the deviations in the Remark column.
- 4) Only the deviations listed herein, in conjunction with the original tender, shall constitute the contract document for the award of the job to the SERVICE PROVIDER.

Sl. No.	Clause No. / Page No.	Requirement as per tender	Deviation by SERVICE PROVIDER	Clarification	Remarks / Comments by the SERVICE PROVIDER
1	2	3	4	5	6

The SERVICE PROVIDER confirms that all clauses of the Bidding document as are not listed above are fully complied by the SERVICE PROVIDER.

(Signature of Bidder)

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG & CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/36
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ANNEXURE – I

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

Bank Guarantee No.

Ref: Date

To
Maharashtra Natural Gas Limited,
Plot No. 27, 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: _____