



**MAHARASHTRA NATURAL GAS LIMITED
(MNGL)**

**CITY GAS DISTRIBUTION PROJECT
FOR PUNE**

**BID DOCUMENT
FOR
PROCUREMENT OF EVC BATTERIES**

**UNDER LIMITED DOMESTIC
COMPETITIVE BIDDING**

Bid Document No.: MNGL/C&P/2017-18/03

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR PROCUREMENT OF EVC BATTERIES FOR CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/03
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**SECTION - I
INVITATION FOR BIDS (IFB)**

BID DOCUMENT NO.: MNGL/C&P/2017-18/03

Date: 05.04.2017


To,

Dear Sir,

M/s Maharashtra Natural Gas Ltd., Pune invites sealed bids **UNDER TWO BID SYSTEM** for the item(s) in complete accordance with the Bid Documents/ Attachments.

The salient terms and conditions of the bid are stated below:

I.	PROJECT	:	City Gas Distribution Project for Pune
II.	TYPE OF BID	:	Limited Domestic Competitive Bidding
III.	ITEM(S)	:	EVC Batteries
IV.	TIME SCHEDULE	:	Within 8 (Eight) weeks from the date of PO on FOT Site Basis.
V-A.	EARNEST MONEY/ BIDSECURITY	:	Rs.14,000/- in the form of Demand Draft / BG to be in favour of "Maharashtra Natural Gas Ltd." payable at Pune.
V-B.	BID SECURITY VALIDITY	:	6(SIX) months from bid due date
VI.	DATE & PLACE OF PRE-BID CONFERENCE	:	NOT APPLICABLE
VII.	DUE DATE OF SUBMISSION OF BID	:	15.04.2017 upto 15:00 hrs.
VIII.	BID VALIDITY	:	4(four) months from the bid due date
IX.	TECHNO-COMMERCIAL BID OPENING DUE DATE & TIME	:	15.04.2017 at 16:00 Hrs.
X.	VENUE	:	Address & Contact Nos. given at Sl. No. XIII.
XI.	TENDER FEE	:	Not Applicable

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- XII. BID EVALUATION CRITERIA** : Item wise basis
- XIII. ADDRESS FOR CORRESPONDENCE & SUBMISSION OF BID DOCUMENT** : Ganesh Said, Sr. Manager (C&P)
Maharashtra Natural Gas Ltd.
Plot No. 27, 1st Floor,
Narveer Tanajiwadi PMPML Bus Depot
Commercial Building, Shivajinagar,
Pune – 411005
Ph. No. 91-20-25611000
Fax No. 91-20-25511522
- XIV. BIDDER ELIGIBILITY CRITERIA** : Annexure – I to IFB

XV. OTHERS:

The bidder can download the Bidding Document from MNGL web-site and the downloaded bid document is to be submitted with an undertaking that the contents of the Bidding Document have not been altered or modified. However bidder may collect the tender document from the address given at Sl. No. XIII.

In case you download the tender document and interested to quote, please intimate to us showing your interest immediately along-with complete contact address, phone no., fax no., e-mail etc. for correspondence. Owner will inform about Addendum, if any to those who have furnished above information. However, information about Addendum shall also be available on MNGL's websites as and when these are issued.

The complete Bidding Document is also available on the web site of MNGL (www.mngl.in)

- 1.0 Bid Document is non-transferable.
- 2.0 Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Bids through Fax/ E-mail shall not be considered.


Applicable in case of Open Competitive bidding - Bidder may depute their representative with proper authorization letter to attend of techno-commercial opening of bids.

- 3.0 The Bid Document calls for offers on single point "Sole Bidder" responsibility basis.

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 supply as specified in Bid Document.

- 4.0 The bid should be prepared by the "Sole Bidder" and should be sent to MNGL directly. MNGL reserve the right to reject offers made by intermediaries' representatives.

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5.0 Bidder shall ensure that Bid Security having a validity of 6(SIX) months from the bid due date, must accompany the offer in the format made available in the Bid Document.

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

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

8.0 ZERO DEVIATION TENDER

Bidder shall note that if any deviations are taken to the under mentioned provisions of Bid Documents by the Bidder the bid is liable to be rejected:-

- i) Do not meet BEC Criteria
- ii) Bid Security
- iii) Performance Security (Contract Performance Bank Guarantee), 10% of Contract/Order value
- iv) Delivery Period
- v) Terms of Payment
- vi) Force Majeure
- vii) Resolution of Dispute/Arbitration
- viii) Termination of Contract,
- ix) Warranty and Guarantee
- x) Offer not submitted for complete scope of work
- xi) Firm prices
- xii) Prices not quoted as per Schedule of Rates formats.
- xiii) Bidder have been banned by Government of India or any its Agency/ Undertaking/ Department of Government of India.
- xiv) Bidder is under liquidation.
- xv) Bidder is under litigation which owner's considers a disqualification.
- xvi) Bids not conforming to technical specification/requirements.
- xvii) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xviii) Price Reduction Schedule.


However, MNGL reserve the right to request the bidder to withdraw the deviations against above-mentioned provisions of Bid Documents.

9.0 SEALING & MARKING OF BIDS

Bids should be submitted in complete accordance with the bid documents / attachments separately in three parts in sealed envelopes super-scribed with the Bid Document Number, due date, item and nature of bid (un-priced, priced), as follows :

- Part- I : UNPRICED BID
- Part- II : PRICE BID
- Part-III : Bid Security

The three envelopes, containing Part-I, Part-II & Part-III of offer, shall be duly sealed and respective cutout slip enclosed with this letter as Appendix-A shall be pasted on each envelop. Name & address of the bidder shall be mentioned on each cut-out slip. These

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR PROCUREMENT OF EVC BATTERIES FOR CGD NETWORK OF MNGL, PUNE</p> <p>Bid No.: MNGL/C&P/2017-18/03</p>
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three sealed envelopes shall be further kept in a larger envelope & which shall also be duly sealed. Cut-out slip meant for complete offer shall be pasted on it with name and complete address & contact number of the bidder.

THIS IS NOT AN ORDER


Yours faithfully,
for Maharashtra Natural Gas Limited, Pune

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

- Encl. 1. Appendix – A - 4(Four) nos. of Cut-Out slips to be pasted on different sealed envelopes of the offer.
2. Vol.-I of II & Vol.-II of II of the Bid Document.

Note:

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

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ANNEXURE-I to IFB

BIDDER'S ELIGIBILITY CRITERIA

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

1.0 BEC – Technical

- 1.1 The Bidder should have executed order of Rs.3.50 Lacs of supply of EVC Batteries in India during last 5 years reckoned from the bid due date.

To meet the technical qualification criteria as stated above, bidder shall provide documentary evidence viz. detailed Purchase Order copies & approved Technical Data Sheet / Inspection Certificate / Release Note from client / Consultant and any other relevant documents in support of his claim. In absence of requisite documents, MNGL reserves the right to reject the bid without making any reference to the bidder.

2.0 FINANCIAL

2.1 Turnover

The bidder should have achieved minimum turnover of **Rs.3.50 Lacs** in any one of the last 3 (three) audited financial years i.e.2013-14, 2014-15 and 2015-16.

2.2 Working Capital

The bidder should have a minimum working capital of **Rs.0.70 Lacs** as per latest audited balance sheet i.e. for the financial year 2015-16.


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

2.3 Net Worth

Net worth of the bidder must be positive as per last audited financial statement i.e. for the Financial Year 2015-16.

Bidders must submit documentary evidence such as balance sheet & Profit and Loss Account Statement for last three audited financial years i.e. for F.Y. 2013-14, 2014-15 & 2015-16 in support of the above.

In absence of requisite documents, MNGL reserves the right to reject the bid without making any reference to the bidder.

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**Annexure- I to IFB
FORMAT-A**

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 audited financial years.

Year	Currency	Amount	Exchange Rate (*)	Amount (INR) (*)
Year 1:				
Year 2:				
Year 3:				

1. The information supplied should be the – Annual Turnover of the applicant.
2. A brief note should be appended describing details as per audited results.
3. Indicate Financial year if it is different from April to March.

Signature of Bidder

(*) To filled by Owner

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**Annexure- I to IFB
FORMAT-B**

FINANCIAL SITUATION

Applicant's Legal Name :

Date:

Tender No.:

Page of

Each bidder must fill in this form

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR


Sl. No.	Description	Year		
		Amount	Exchange Rate (*)	Amount (INR) (*)
1.	Current Assets			
2.	Current Liabilities			
3.	Working Capital (1-2)			
4.	Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus)			
5.	Profits before taxes			
6.	Return on Equity (5/4) x 100			

1. Attached are copies of the audited balance sheets, including all related notes, and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the bidder.
- Historic financial statements must be audited by a certified accountant
- Historic financial statements must be complete, including all notes to the financial statements
- Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial period shall be requested or accepted).


Signature of Bidder

(*) Applicable for foreign bidders to be filled by Owner.

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APPENDIX – A

CUT-OUT SLIPS (4 NOS.)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR PROCUREMENT OF EVC BATTERIES FOR CGD NETWORK OF MNGL, PUNE</p> <p>Bid No.: MNGL/C&P/2017-18/03</p>
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CUT-OUT SLIP – 1

(OUTER ENVELOPE)

DO NOT OPEN-THIS IS A QUOTATION

PROJECT : City Gas Distribution Project for Pune

BID DOCUMENT NO : MNGL/C&P/2017-18/03

ITEM : EVC BATTERIES

**DUE DATE OF : 15.04.2017 upto 15:00 Hrs.
SUBMISSION & TIME**

TO,

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

FROM


NAME:

ADDRESS

PHONE NO.

FAX NO.

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR PROCUREMENT OF EVC BATTERIES FOR CGD NETWORK OF MNGL, PUNE</p> <p>Bid No.: MNGL/C&P/2017-18/03</p>
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CUT-OUT SLIP – 2

PART – I (UNPRICED BID)

DO NOT OPEN-THIS IS A QUOTATION

PROJECT : City Gas Distribution Project for Pune

BID DOCUMENT NO : MNGL/C&P/2017-18/03

ITEM : EVC BATTERIES

**DUE DATE OF : 15.04.2017 upto 15:00 Hrs.
SUBMISSION & TIME**

TO,

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

FROM

NAME:

ADDRESS

PHONE NO.

FAX NO.

(To be pasted on the envelope containing “Unpriced” bid)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR PROCUREMENT OF EVC BATTERIES FOR CGD NETWORK OF MNGL, PUNE</p> <p>Bid No.: MNGL/C&P/2017-18/03</p>
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CUT-OUT SLIP – 3

PART – II (PRICED BID)

DO NOT OPEN-THIS IS A QUOTATION

PROJECT : City Gas Distribution Project for Pune

BID DOCUMENT NO : MNGL/C&P/2017-18/03

ITEM : EVC BATTERIES

**DUE DATE OF : 15.04.2017 upto 15:00 Hrs.
SUBMISSION & TIME**

TO,

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

FROM


NAME:

ADDRESS

PHONE NO.

FAX NO.

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

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR PROCUREMENT OF EVC BATTERIES FOR CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/03
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CUT-OUT SLIP – 4

PART – III (BID SECURITY)

DO NOT OPEN-THIS IS A QUOTATION

PROJECT : City Gas Distribution Project for Pune

BID DOCUMENT NO : MNGL/C&P/2017-18/03

ITEM : EVC BATTERIES

**DUE DATE OF : 15.04.2017 upto 15:00 Hrs.
SUBMISSION & TIME**

TO,

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

FROM


NAME:

ADDRESS

PHONE NO.

FAX NO.


(To be pasted on the envelope containing "Bid Security")

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p align="center">TENDER FOR PROCUREMENT OF EVC BATTERIES FOR CGD NETWORK OF MNGL, PUNE</p> <p align="center">Bid No.: MNGL/C&P/2017-18/03</p>
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SECTION – II INSTRUCTIONS TO BIDDERS

A: GENERAL

1. Scope of Bid :
 - 1.1 The Purchaser as defined in the General Conditions of Contract, hereinafter "the Purchaser" wishes to receive bids for the supply of goods as described in Section-IV, Special Condition of Contract.
 - 1.2 The successful bidder will be expected to complete the Scope of supply within the period stated in IFB.
 - 1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/tendered", "bidding/ tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.
2. Eligible Bidder
 - 2.1 Bidders shall, as part of their bid, submit a written power of attorney, authorizing the signatory of the bid to bind the bidder.
 - 2.2 This Invitation for Bids is open to any bidder and to prequalified bidders in case of limited tender.
 - 2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
 - 2.4 The bid should be from actual manufacturers. The bids from sole selling agents / authorized distributors/ authorized dealers /authorized supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorize them to market their product, provided further such an authority letter is valid at the time of bidding. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.
 - 2.5 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
 - 2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global notice of IFB, bidders past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case the decision of


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Purchaser shall be final and binding on the bidder *[Applicable in case of Open Tender]*

- 2.7 The bidder is not put on holiday by MNGL or black listed by any Government Department/ Public Sector.
3. One Bid per Bidder
- 3.1 A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.
4. Bidder Eligibility
- 4.1 Experience Criteria as per Invitation for Bid (IFB) (Section – I of this Bid Document)
- 4.2 Financial Criteria as per Invitation for Bid (IFB) (Section – I of this Bid Document)
5. Cost of Bidding
- 5.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and PURCHASER (MNGL), will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENT

6. Content of Bidding
- 6.1 The bidding documents are those stated below Documents and should be read in conjunction with any addenda issued in accordance with ITB Clause
- a) Volume I of II - IFB, ITB, GCC, ATC
 - b) Volume II of II – SCC, MR & TS, SOR, etc.
- 6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Invitation for Bids (IFB) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
7. Clarification of Bidding Documents
- 7.1 A prospective bidder requiring any clarification of the Bidding Documents may notify MNGL in writing or by fax or e-mail at MNGL mailing address indicated in the Invitation for Bids. MNGL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by MNGL. 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. Any Clarification or information required by the bidder but

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same not received by the Purchaser, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

[In case there is provision of pre-bid conference. all questions/queries should be referred to MNGL on or before scheduled date of pre-bid conference. The questions/queries received by MNGL prior to pre-bid conference will be addressed in the pre-bid conference & no separate communication will be sent to bidders.]


8. Amendment of Bidding Documents
- 8.1 At any time prior to the bid due date, the PURCHASER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda.
- 8.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Clause-6.1 and shall be notified in writing by fax/post to all prospective bidders who have received the bidding documents. Prospective bidders shall promptly acknowledge receipt of each addendum by fax/post to the Purchaser.
- 8.3 The PURCHASER may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issue

C. PREPARATION OF BIDS


9. Language of Bid
- 9.1 The bid prepared by the bidder as well as all correspondence/drawings and documents relating to the bid exchanged by bidder and the PURCHASER shall be written in English language, provided that any printed literature furnished by the bidder may be written in another 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.
- 9.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder. Metric measurement system shall be applied.
- 10 Documents Comprising the Bids
- 10.1 The bid prepared by the bidder shall comprise the following components:
 - 10.1.1 UN-PRICE BID (Part -I)
 - a) Price Schedule (with price figures blanked) completed in accordance with ITB Clauses 11, 12 & 13.
 - b) Documentary evidence establishing that Bidder is eligible to bid and meets qualification criteria in accordance with ITB Clause 14.

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- c) Documentary evidence establishing Goods' eligibility and conformity to Bidding Documents in accordance with ITB Clause 15
 - d) Copy of Bid Security in accordance with ITB Clauses.
 - e) Power of Attorney of the signatory to the Bidding Document.
 - f) Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc.
 - g) One Original of Bidding Documents along with addendum/corrigendum no. duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
 - h) Agreement between principal and Agent/ Consultant /Retainer/ Associates indicating their relationship & assigned service incase of foreign bidder.
 - i) Various forms & formats including bid form enclosed as Attachment to GCC/SCC to be duly filled & submitted.
(Please note space for prices to be kept blank in these documents, which are meant for Part – I of the bid.)
 - j) List of 2(two) years spares with blank price, if applicable, in line with UnPrice part.
 - k) List of commissioning spares, if applicable, in line with Technical part
 - l) Any other information / details required as per bidding document including addendum/ corrigendum to this bidding document, if issued.
- 10.1.2 PRICED BID (Part -II)
Bid Form and Price schedule duly filled in with price of recommended spares for 2(two) years operation & maintenance be separately given if asked for.
- Break up of quantum of imports in case of domestic bidder to be given. Indian Agent's fee also be indicated, separately in Indian Rupees, if applicable, in case of foreign bidders.
- 10.1.3 Original Bid Security (Part-III) – For Applicability refer ITB clause no. 17.0
11. Bid Form & Price Schedule
- 11.1 The bidders shall complete the Bid Form and appropriate, Price schedule furnished in the Vol II of II of Bidding Document, indicating the required information for all the goods to be supplied, a brief description of the goods, their country of origin and quantity.
12. Bid Prices
- 12.1 Indian Bidders shall indicate the following separately (as per Price Schedule)
- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).

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- B) Excise Duty / Sales Tax / VAT / Service Tax / Turnover (rates) which will be payable on the finished goods, if this contract is awarded.
- C) The bidders shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import in applicable currency considered and included in bid price. Essentiality certificate may be provided by the Purchaser for Project imports, wherever applicable.
- D) The statutory variation in Excise duty / Service Tax / Sales Tax / VAT / Turnover on finished goods covered under Cl. 12.1 B within the contractual delivery period shall be to MNGL's account. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease in rate shall be passed on to MNGL. Further, any statutory variation in the rate of customs duty (except CVD) within contractual delivery period, on-the actual CIF value of import content, but subject to maximum of such duty payable on quoted CIF value, under Cl. 12.1 (A) shall also be to MNGL's account. In case of delay in delivery, any increase in the rate of customs duty beyond the contractual completion period shall be to bidder's account and any decrease in rate shall be passed on to MNGL.
- E) The total amount which can be claimed / set off by MNGL for CENVAT (for Excise Duty & Service tax) & VAT separately.
- 12.2 Inland transportation, other local costs incidental to delivery of the goods to its final destination (FOT-site) shall be quoted by the Bidder.
- 12.3 Foreign Bidders shall submit prices separately for the following (as per Price Schedule – Vol II of II).
- A) CIF Port of Discharge (INDIA).
- 12.4 The bidder's break-up of price components in accordance with above sub-clauses will be solely for the purpose of facilitating the comparison of bids and will not in any way, limit the PURCHASER's right to contract on different terms.
- 12.5 Fixed Price: Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract and not subject to variation on any account except for variations permitted under 12.1 D for domestic bidders. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.
- 12.6 The delivery terms shall be interpreted as per INCOTERMS 2010.
- 13 Bid Currencies
- 13.1 Domestic bidders may submit bid in any currency (including Indian Rupees) and receive payment in such currency at par with foreign bidder. *[Applicable in ICB tenders only]*

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13.2 Foreign bidders may submit bid in Indian Rupees and / or in US Dollars
[Applicable in ICB tender].

13.3 A bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of ITB Clause 13.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.

13.4 *[Applicable for domestic only]* Bidders shall submit their bids in Indian Rupees only

14 Documents Establishing Bidder's Eligibility and Qualification

14.1 Bid Evaluation Criteria

14.1.1 Pursuant to evaluation Criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting Bid evaluation criteria.

14.2 Bidders Eligibility Criteria

14.2.1 The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.


14.2.2 The documentary evidence of the bidder's qualifications to perform the contract if his bid is accepted, shall establish to the PURCHASER'S satisfaction:

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture (or otherwise, produce, the Bidder has been duly authorized by the goods Manufacturer or producer to supply the goods in the Purchaser's country.
- b) that the Bidder has the financial, technical and production capacity necessary to perform the contract;
- c) that, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

14.2.3 The PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract. An affirmative determination will be prerequisite for award of the Contract.

15 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

15.1 Pursuant to ITB Clause 10, the bidder shall furnish, as part of the bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services which the bidder proposes to supply under the Contract.

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- 15.2 The documentary evidence of the goods and services' conformity to the Bidding Documents may be in the form of literature, drawings or data and shall furnish:
- detailed description of the essential technical and performance characteristics of the goods;
 - a clause-by-clause commentary on the PURCHASER'S Technical specifications demonstrating the goods and services' substantial responsiveness to the specifications.

- 15.3 For purpose of the commentary to be furnished under Clause-15.2 above, the bidder shall note that standards for workmanship, material and equipment and reference to brand names or catalogue numbers, designated by the PURCHASER in its Technical Specifications are intended to be descriptive only and not restrictive.

16 Period of Validity of Bids

- 16.1 The bid shall remain valid for acceptance for **four (4)** months from the bid due date.

- 16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / post e-mail). A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB Clause 17.0 in all respects.


17 Bid Security

- 17.1 Pursuant to ITB Clause-10, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.

- 17.2 The bid security is required to protect the PURCHASER against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause-17.7

- 17.3 The bid security in US Dollars for bidders quoting in foreign currency and Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of Maharashtra Natural Gas Limited, payable as per IFB (issued by Indian Nationalised / Scheduled bank or first class International bank) or in the form of Bank Guarantee/ irrevocable Letter of Credit as per format enclosed in the Bidding Document.


MNGL shall not be liable to pay any bank - charges, commission or interest on the amount of bid security.

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In case, bid security is in the form of Bank Guarantee or Letter of Credit, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank.

The Bid Security shall be valid for two (02) months beyond the validity of the Bid as specified in Clause 16.0 of ITB.

- 17.4 Any bid not secured in accordance with ITB Clause 17.1 and 17.3 may be rejected by the PURCHASER as non-responsive
- 17.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible after award of contract and signing of agreement.
- 17.6 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to ITB Clause-41 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-42.
- 17.7 The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bid validity.
 - b) in the case of a successful bidder, if the bidder fails:
 - i) to accept the Purchase Order in accordance with ITB Clause-41 or
 - ii) to furnish Performance Guarantee in accordance with ITB Clause-42
 - iii) to accept correction of errors pursuant to ITB Clause 32.0
 - c) If the Bidder changes the proposed manufacturer after submission of his bid.
- 17.8 Bid Security should be in favour of Maharashtra Natural Gas Limited and addressed to MNGL. Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential to have proper correlation at a later date. The Bid Security in the form of Bank Guarantee or letter of Credit shall be in the form provided in the Bidding Document.
- 17.9 **The Indian / Domestic firms registered with NSIC / MSME, under its single point registration scheme are exempted from furnishing Bid Security, provided they are registered for the items / work they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.**
18. Pre-Bid meeting – Not applicable
19. Format and Signing of Bid
- 19.1 The bidder shall prepare one original of the document comprising the bid as per clause 10.0 of ITB marked "original".

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19.2 The original of the bid shall be typed or written in indelible ink and shall be signed by the person or persons duly authorised to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except any catalogues/ literatures shall be signed and sealed by the person or persons signing the bid.

19.3 The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the persons signing the bid.

20 Zero Deviation

20.1 Bidders to note that, MNGL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract, Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of supply, technical specifications etc, to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer.


20.2 If any deviations are taken to the under mentioned provisions of Bid Documents by the Bidder the bid is liable to be rejected:-

- i) Do not meet BEC Criteria
- ii) Bid Security
- iii) Performance Security (Contract Performance Bank Guarantee), 10% of Contract / Delivery Order value
- iv) Delivery Period
- v) Terms of Payment
- vi) Force Majeure
- vii) Resolution of Dispute/Arbitration
- viii) Termination of Contract,
- ix) Warranty and Guarantee
- x) Offer not submitted for complete scope of work
- xi) Firm prices
- xii) Prices not quoted as per Schedule of Rates formats.
- xiii) Bidder have been banned by Government of India or any its Agency / Undertaking/ Department of Government of India.
- xiv) Bidders is under liquidation.
- xv) Bidder is under litigation which owner's considers a disqualification.
- xvi) Bids not conforming to technical specification/requirements.
- xvii) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xviii) Price Reduction Schedule.

However, MNGL reserve the right to request the bidder to withdraw the deviations against above mentioned provisions of Bid Documents.

21 Mode of Payment

21.1 Maharashtra Natural Gas Limited will issue A/C payee cheque for payment payable at par, in case work is awarded to bidder.

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22 Agent/ consultant/ Representative/ Retainer/ Associate [*Applicable for ICB tenders only*]


22.1 MNGL would prefer to deal directly with the manufacturers/ principals abroad but in case they decide to have their Agent/Consultant/Representative/Retainer/ Associate in India and pay commission for their services against a particular tender, it should be bare minimum and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/ Consultant /Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/ Consultant/ Representative Retainer/ Associate in India.

22.2 In the event bidder is having as Agent/ Consultant/ Representative/ Retainer/ Associate/ servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/ Consultant/ Representative/Retainer / Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/ Representative Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/Consultant Representative/Retainer/ Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to MNGL. Such remuneration/commission will be paid by MNGL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration commission either in India or abroad is being paid to anyone (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of MNGL.

The following particulars will also be furnished by the bidder:

- (i) The precise relationship between the foreign manufacturer/principal and their Agent/Consultant Representative / Retainer/ Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/ Consultant/ Representative Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee.
- (iv) All services to be rendered by the Agent Consultant Representative / Retainer/Associate.

22.3 Overseas bidder should send their bids directly and not through Agent/ Consultant/ Representative / Retainer /Associate Agent Consultant Representative Retainer/ Associate of the overseas manufacturers/suppliers are, however, permitted to purchase bidding documents and attend bid opening provided such as Agent/ Consultant / Representative/ Retainer/ Associate has a power of attorney / letter of authority setting out very clearly his role, which will be limited to such areas of activity as purchase of bidding documents, attending of

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bid opening and claiming of payment for their services, provided further that such a power of attorney / letter of authority is submitted to MNGL in advance for scrutiny and acceptance or otherwise.

D. SUBMISSION OF BIDS

23. Sealing and marking of bids

23.1 Bid shall be submitted in the following manner in separate sealed envelopes duly superscribed as below:

Part I – Un-Priced Bid

Part II – Priced Bid

Part III – Bid Security & Tender Fees(if applicable)

23.2 Unpriced Bid: (Part I) Original Bid of Un-Priced Bid shall be sealed in one separate envelope super scribing "Un-Priced Bid for Procurement" "Original".

23.3 Priced Bid: (Part II) Original Priced Bid shall be sealed in separate envelopes super scribing " Priced Bid for Procurement" "Original" "Not to Open along with Un-Priced Bid".

23.4 Bid Security & Tender Fees (Part III): Original shall be sealed in separate envelopes clearly super scribing "Bid Security for Procurement" "Original". These envelopes shall be further sealed as detailed hereunder.

23.5 All three envelopes containing Un-Priced, Priced Bids & Bid Security shall further be sealed in one outer envelope super scribing "Bid for Procurement", Bidding Document Number.

23.6 Bids must be received at the address given at Invitation for Bid.


23.7 Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.

23.8 If the outer envelope is not sealed and marked as above, the PURCHASER will assume no responsibility for the misplacement or premature opening of the bid. Also Bidder shall ensure that the envelopes used are strong enough to withstand the weight and enroute handling by Postal department/ Courier Services.

24 Deadline for Submission of Bid

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

24.2 The PURCHASER may, at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid documents, extend the deadline for the submission of bids in which case all

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rights and obligations of the PURCHASER and the bidders, previously subject to the bid due date, shall thereafter be subject to the deadline as extended.

25 Late Bids

25.1 Any bid received by the PURCHASER after the deadline for submission of bid prescribed under IFB shall be rejected. However MNGL reserve the right to consider late bid under special condition.

26 Modification And Withdrawal of Bids

26.1 The bidder may modify or withdraw his bid after the bid's submission, but before the due date of submission provided that the written notice of the modification, including substitution or withdrawal of the bid is received by the PURCHASER prior to the deadline prescribed for submission of bids.

26.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of ITB Clause-23 and 24, with the outer envelopes additionally marked -modification" or "withdrawal" as appropriate. A withdrawal notice may also be sent by fax/post, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

26.3 No bid shall be modified after the deadline for submission of bids.

26.4 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. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of his bid security,

E. OPENING AND EVALUATION OF BIDS


27 Bid Opening

27.1 UN-PRICED BID (Part-I & Part –III) OPENING:

27.1.1 The Purchaser will open bid (Part-I) including withdrawals and modifications made pursuant to Clause 26.0 of ITB.

27.1.2 **Applicable in case of Open Competitive Bidding.** Bidder may depute his authorized representatives to attend the opening, at date, time as stipulated in IFB. The bidder's representatives who are present shall sign bid opening register evidencing their attendance.

27.1.3 Envelopes marked "withdrawal" shall be opened first and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 26.0 of ITB shall not be opened. Subsequently, all envelopes marked "Modifications" shall be opened and submissions therein read out in appropriate details. Thereafter all other bids received by due date and time will be opened.

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27.1.4 The bidder's names, bid modifications and withdrawals, the presence (or absence) and amount of bid security and any other such details as the Purchaser may consider appropriate will be announced by the Purchaser.

28 Process to be Confidential

28.1 Information relating to the examination, clarifications, evaluation and comparison of bids and recommendations for the order, shall not be disclosed to bidders or any other person officially concerned with such process.

29 Contacting the Purchaser

29.1 From the time of the bid opening to the time of the release of order, if any bidder wishes to contact the Purchaser for any matter relating to the bid, it should do so in writing.

29.2 Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.

30 Preliminary Examination of Bids

30.1 Technical-Commercial Bid Evaluation


30.1.1 The PURCHASER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

30.1.2 Prior to the detailed evaluation, the PURCHASER will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For purposes of this determination a responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without deviations, objections, conditionally or reservations.


30.1.3 No deviation whatsoever, is permitted in the Bidding Documents and the Priced bids of those bidders whose Un-Priced bids contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened and returned un-opened to such bidder(s).

30.1.4 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.

30.1.5 The Purchaser will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

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- (a) Overall completeness and compliance with the Technical Specifications; quality function and operation of the process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
- (b) Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.
- 30.2 Requisite forms contain all necessary information including those, required for meeting qualifying criteria stipulated in the Bidding Document.
- 31 Price Bid Opening (Part-II)
- 31.1 The Purchaser shall inform the time, date and, venue for Priced bid opening to all such bidders who qualify pursuant to Technical bid evaluation. Bidders may be required to attend Priced bid opening at a short notice of 24 hours.
- 31.2 The PURCHASER will open Priced bids of all bidders notified to attend Priced bid opening, in the presence of authorized bidders' representatives. The bidders' representatives, who are present, shall sign bid-opening register evidencing their attendance.
- 31.3 The bidders' names, bid prices, and such other details as the PURCHASER, at its discretion, may consider appropriate will be announced at the opening.
- 32 Arithmetic Corrections
- 32.1 The bids will be checked for any arithmetical errors as follows:
- 32.1.1 In case of any discrepancy between prices in words and prices in figures, the prices in words shall be valid and binding. In case of any error in total indicated by the Bidder, the unit price alone shall be considered valid and binding on the Bidder.
- 32.1.2 If the bidder does not accept the correction of errors, his bid will be rejected and the bid security will be forfeited.
- 33 Conversion To Single Currency *[Applicable in ICB tenders only]*
- 33.1 To facilitate evaluation and comparison, the PURCHASER will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees at the Bills selling exchange rate declared by the State Bank of India on the working day prior to Priced bid (Part-II) opening.
- 34 Evaluation And Comparison of Bids
- 34.1 The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause - 30.
- 34.2 Bid Evaluation and Comparison Criteria:
The evaluation of all the responsive bid for supplies to be arrived at the lowest evaluated offer as under:
- (A) **Domestic Bidders:**

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The evaluated price of domestic bidders shall include the following:

- i) The prices quoted by Domestic Bidder for the scope of work defined in the tender documents will include customs duty plus C.V.D. and any additional duty, if any, excise duty and sales tax as applicable which shall be indicated separately
- ii) Price quoted by the domestic bidders shall include all costs towards Insurance, all type of handling, transportation, etc. as applicable and payable by the CONTRACTOR under the contract
- iii) Excise duty on the finished goods.
- iv) Sales Tax/ Turnover tax on the finished goods (With/Without form 'C' for CST/ With/ Without concessional form for LST).
- v) VAT, Service Tax
- vi) CENVAT Credit (Excise Duty & Service Tax)
- vii) VAT Setoff
- viii) Work Contract tax


B) Foreign Bidders:

The evaluated price of foreign bidders shall include the following:
Foreign bidders are required to quote prices in a similar manner (i.e. Domestic Bidder) and the quoted prices shall be inclusive of all costs. However, the imported supplies by a foreign bidder will be consigned to Owner. Owner shall separately pay the customs duty and statutory levies to be deposited to Customs authority to the bidder, in the capacity of functioning as Clearing Agent, however, Insurance (as applicable as per bid document) all type of handling, transportation & handling, all liaison, the port clearance, dispatch, receipt at site etc. will be responsibility of the bidder.


The total CVD, Special CVD and Service Tax amount shall be considered as CENVAT Credit amount available to the owner.

34.3 OWNER'S price evaluation and price comparison of technical-commercially acceptable bids shall take following in account (*both for Domestic and Foreign Bidders*):


- i) Total value on FOT site basis including liability towards customs duty, excise duty, all other taxes & duties, levies, transportation, all insurance and all other costs as applicable up to Final Acceptance of work complete in all respects covered under para A or B above.
- ii) Cost of mandatory spares, if any.
- iii) **The total site price quoted shall be compared net-off VAT setoff, to be made available to the Purchaser/ owner by the successful bidder for which value are to be provided in the offer.**
- iv) Third party inspection charges (if sought in Price Schedule) as quoted by Foreign Bidder. For Domestic Bidder Third Party Inspection will be carried by owner / consultant and cost towards this @0.5% of the ex-works price of the equipment for price comparison purpose only.

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- v) Price will be obtained and evaluated 'With /Without 'C' – Form'(as applicable)
- 34.4 Bids not conforming to Bid Qualification criteria and technical & commercial requirements shall be rejected.
- 35 Domestic Preference –
35.1 **VOID**
- F. AWARD OF CONTRACT**
- 36 Post Qualification
- 36.1 In the absence of pre qualification, the PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.
- 36.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the PURCHASER deems necessary and appropriate.
- 36.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.
- 37 Award Criteria
- 37.1 Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 38 PURCHASER's Right to Vary Quantities at Time of Award
- 38.1 PURCHASER reserves the right at the time of award of ORDER to increase or decrease by **upto 20%** the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.
- 39 PURCHASER's Right To Accept Any Bid And To reject Any or All Bids
- 39.1 PURCHASER 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 PURCHASER'S ACTION.
- 40 Notification of Award/ Fax of Intent / Purchase Order

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- 40.1 Prior to the expiration of period of bid validity, the PURCHASER will notify the successful bidder in writing, by fax or email to be confirmed in writing that his bid has been accepted. The notification of award/ Fax of Intent will constitute the formation of the Contract.
- 40.2 Delivery shall be counted from the date of notification of award / Fax of Intent / Purchase Order.
- 40.3 Upon the successful bidder's furnishing of contract performance bank guarantee. Pursuant to ITB Clause-42, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security pursuant of ITB Clause 17.
- 41 Acceptance of Purchase Order
- 41.1 PURCHASER will issue the Purchase Order to the successful bidder, who, within 15 days of receipt of the same, shall sign all pages and return the acceptance copy to the PURCHASER.
- 42 Performance Guarantee
- 42.1 Unless mentioned in notification of award /Fax of Intent within 15 days of the receipt of the Delivery Order from the PURCHASER, the successful bidder shall furnish the performance guarantee in accordance with Clause 12 of General Conditions of Contract in the form provided in the bidding documents. The Bank Guarantee/Letter of Credit towards performance guarantee shall be in the currency of the Contract.
- 42.2 The performance guarantee shall be for an amount equal to 10% of the value of the Total Order towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee/Letter of Credit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. This bank guarantee/letter of Credit shall be valid for a period as-stated in Clause-12 of General Conditions of Contract
- 42.3 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 43 Income Tax Liability
- 43.1 The bidder will have to bear all income tax liability, both Corporate as well as for his personnel.
- 44 Corrupt or Fraudulent
- 44.1 The Purchaser requires that Bidders / Practices Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser:

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- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution and
 - ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.


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SECTION – III GENERAL CONDITIONS OF CONTRACT (GCC - GOODS)

1 Definitions


In this document, General Conditions of Contract (GCC-Supply), the following terms shall have the following respective meanings:

- 1.1 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the EMPLOYER.
- 1.2 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid
- 1.3 BIDDER : Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.4 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.5 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.6 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.7 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.
- 1.8 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.
- 1.9 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.
- 1.10 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of


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Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

- 1.11 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.
- 1.12 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.
- 1.13 "COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.
- 1.14 "COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.
- 1.15 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day
- 1.16 DELIVERY terms shall be interpreted as per INCO TERMS 2010 in case of Contract with a foreign Bidder and as the date of FOT Site in the case of a contract with an Indian Bidder.
- 1.17 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions there.
- 1.18 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.19 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.20 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN- CHARGE/EMPLOYER after the period of liability is over.

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- 1.21 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.22 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.
- 1.23 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with subsystems and supporting equipment in service or available for service.
- 1.24 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organisation comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/ EMPLOYER
- 1.25 "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.26 PURCHASER/EMPLOYER/OWNER/COMPANY/MNGL shall mean MAHARSHRATRA NATURAL GAS LIMITED (MNGL) having its registered office at Pune (Maharashtra) PURCHASER includes successors, assigns of MNGL .
- 1.27 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
- 1.28 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.
- 1.29 PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.

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Quantities – Bills of quantities
Bills of quantities

Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

- 1.30 SELLER/SUPPLIER/CONTRACTOR shall mean the person, firm or company with whom PURCHASE ORDER/AWARD OF WORK/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.31 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.32 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.33 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.34 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.35 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.36 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.37 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his

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representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

- 1.38 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.
- 1.39 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
- 1.40 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order
- 1.41 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.
- 1.42 "WEEK" means a period of any consecutive seven days.
- 1.43 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system

2 Seller To Inform

- 2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.

3 Application


- 3.1 These General Conditions of Contract (GCC-Supply) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

4 Country of Origin


- 4.1 For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

5 Scope of Contract

- 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.

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- 5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.
- 5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.
- 5.4 The SELLER shall furnish six (6) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.
- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.
- 5.6 All dimensions and weight should be in metric system.
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts(State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.
- 5.9 Specifications, design and drawings issued to the SELLER alongwith RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER or its assigns and are subject to recall by PURCHASER. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

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6 Standards

- 6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

7 Instructions, Direction & Correspondence


- 7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.
- a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER.
 - b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER.
 - c. All communications including technical/commercial clarifications and/or comments shall be addressed to PURCHASER and shall always bear reference to the CONTRACT.
 - d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.
 - e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8 Contract Obligations

- 8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.
- 8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

9 Modification In Contract

- 9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.
- 9.2 PURCHASER shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list

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and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

10 Use of Contract Documents & Information

- 10.1 The Seller shall not, without the PURCHASER's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.

11 Patent Rights, Liability & Compliance of Regulations

- 11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER may have to pay or incur by reason of any such suit or proceedings.
- 11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.
- 11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.
- 11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

12 Performance Guarantee

- 12.1 Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.
- 12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the

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rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.

12.3 The performance guarantee shall be denominated in the currency of the CONTRACT.

12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.

13 Inspection, Testing & Expediting

13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.


13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.

13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.

13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.

13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.

13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.

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- 13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 13.13 Nothing in Article-13 shall in any way release the SELLER from any warrantee or other obligations under this CONTRACT.
- 13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- 13.15 **Inspection & Rejection of Materials by consignees**
When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing


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which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14 Time Schedule & Progress Reporting

14.1 Time Schedule Network/Bar Chart


- 14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.
 - 14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.
 - 14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.
 - 14.1.4 The time schedule network/bar chart shall be updated at least every second month.
- ##### **14.2 Progress Trend Chart/Monthly Report**
- 14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.
 - 14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.
 - 14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart alongwith CONTRACT confirmation.
- 14.3.1 PURCHASER's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.
 - 14.3.2 Irrespective of such inspection, SELLER shall advise PURCHASER, at the earliest possible date of any anticipated delay in the progress.
- 14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice

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within the period considered reasonable by PURCHASER, the PURCHASER shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER shall, in addition, have the right to encash Performance Guarantee in full or part.

15 Delivery & Documents

- 15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 15.2 Delivery shall be deemed to have been made :
- a) In the case of FOB Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date. However for CFR & CIF Contracts delivery date will be receipt of goods at Indian Port.
 - b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.
 - c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER at the designated site(s).
- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER. Any request concerning delay will be void unless accepted by PURCHASER through a modification to the CONTRACT.
- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER.
- 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.
- 15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.

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15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

16 Transit Risk Insurance

16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser against the advance information by the contractor with all the details.

Indigenous Bidders : Transit risk insurance till FOT Site shall be arranged and borne by Bidder.

Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne By Bidder.

The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardised. The Seller shall furnish the cost of materials against each equipment.

16.2 **PURCHASER's Insurance Agent :**
[The name and address-as mentioned under SCC]

17 Transportation

17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.


Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

18 Incidental Services

18.1 The Seller may be required to provide any or all of the following services:

18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:

18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:

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18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warrantee/guarantee obligations under the Contract.

18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.

18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.

18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.

18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.

19 Spare Parts, Maintenance Tools, Lubricants

19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.

19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warrantee obligations under the Contract, and


19.1.2 In the event of termination of production of the spare parts:

- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
- ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.

19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for :

19.2.1 The construction, execution and commissioning.

19.2.2 2 years operation and maintenance.

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- 19.3 Spare parts shall be new and of first class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.
- 19.4 Type and sizes of bearings shall be clearly indicated.
- 19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.
- 19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.
- 19.8 Lubricants
- 19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.
- 19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.
- 19.8.3 Seller shall indicate various equivalent lubricants available in India.

20 Guarantee

- 20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.

No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12)

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months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.


20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications /modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER in this regard shall be to SELLER's account.

21 Terms of Payment

21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

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- 21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
- 21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price alongwith exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

1. All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent together with Performance Guarantee for 10% of total order/Contract value.
2. For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
3. Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
4. All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder.
5. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
6. No interest charges for delay in payments, if any, shall be payable by PURCHASER.
7. In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER alongwith invoicing itself.
8. Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

22 Prices

- 22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.

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23 Subletting & Assignment

23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

24 Time As Essence of Contract

24.1 The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

25 Delays In The Seller's Performance

25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:

- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or
- ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
- iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

25.2 Any unexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions:

forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.

26 Price Reduction Schedule For Delayed Delivery

26.1 Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

26.1.1 Deductions shall apply as per following formula:

In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½ % (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price.

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26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.

Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER 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 the PURCHASER in the matter of applicability of price reduction shall be final and binding.

27 Rejections, Removal of Rejected Equipment & Replacement

27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.

27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.

27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.


27.4 EQUIPMENT rejected by the PURCHASER shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.

27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

28 Termination of Contract

28.1 Termination for Default

28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:

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- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
- B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
- C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.

28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

28.1.3 **In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by MAHARSHRATRA NATURAL GAS LIMITED Against any type of tender nor their offer will be considered by MNGL against any ongoing tender (s) where contract between MNGL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by MAHARSHRATRA NATURAL GAS LIMITED to such VENDOR.**

28.2 Termination for Insolvency


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

28.3 Termination for Convenience

28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:

- a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or

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- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29 Force Majeure

29.1 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 the SELLER.

The SELLER shall advise PURCHASER/CONSULTANT 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, PURCHASER reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

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


SELLER 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, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.

30 Resolution of Disputes/Arbitration

30.1 The PURCHASER and the SELLER 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.

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 The Contract shall be, in all respects be construed 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.

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30.4 Arbitration

All disputes, controversies, or claims between the parties (except in matters where the decision of the 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 a sole arbitrator.

The PURCHASER (MNGL) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.

In the event of failure of the Seller 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 the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER 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. All matters relating to this contract are subject to the exclusive jurisdiction of the courts situated at Pune. Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed thereunder shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated at **Pune.**

31 Governing Language

31.1 The Contract shall be written in English language as specified by the PURCHASER in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.


32 Notices

32.1 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.

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

33 Taxes & Duties

33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the PURCHASER's country.

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33.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.

33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.

33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER.

34 Books & Records

34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35 Permits & Certificates

35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.


36 General

36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.

36.2 Losses due to non-compliance of Instructions Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER in connection with the contract execution shall be recoverable from the SELLER.

36.3 Recovery of sums due

All costs, damages or expenses which the PURCHASER may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER

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be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.

36.4 Payments, etc. not to affect rights of the PURCHASER No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.

36.5 Cut-off Dates
No claims or correspondence on this Contract shall be entertained by the PURCHASER after 90 days after expiry of the performance guarantee (from the date of final extension, if any)

36.6 Paragraph heading
The paragraph heading in these conditions shall not affect the construction thereof.

37 Import Licence

37.1 No import licence is required for the imports covered under this document.

38 FALL CLAUSE


38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any persons/organizations including the Purchaser or any department of the Central Govt. or any Deptt. Of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.

38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

- a) Exports by the Contractor/Supplier or
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement
- c) sale of goods such as drugs which have expiry dates.

38.3 The supplier shall furnish the following certificate to the concerned Paying Authority alongwith each bill for payment for supplies made against this order:-

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“I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the MNGL under the order herein and such items/ goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. Of Central Govt. or any Deptt. Of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the MNGL under the order.

Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a),(b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier.

39 Publicity & Advertising


39.1 Seller shall not without the written permission of PURCHASER make a reference to PURCHASER or any Company affiliated with PURCHASER or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.

40 Repeat Order


40.1 PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the total order value without any change in unit price or other terms and conditions.

41 Limitation of Liability

41.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

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**SECTION - IIIA
FORMS AND FORMATS**

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**F-1
BIDDER'S GENERAL INFORMATION**

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

- 1.1 Bidder Name : _____
- 1.2 Number of Years in Operation : _____
- 1.3 Registered Address : _____

- 1.4 Operation Address : _____
if different from above _____
- 1.5 Telephone Number : _____
(Country Code) (Area Code) (Telephone No.)
- 1.6 E-mail address & Web Site : _____
- 1.7 Telefax Number : _____
(Country Code) (Area Code) (Telephone No.)
- 1.8 ISO Certification, if any : {If yes, please furnish details}

(SIGNATURE OF BIDDER WITH SEAL)

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**F-2
BID FORM**

Date:

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

Dear Sir,

Having examined the Conditions of Contract and Specifications including Addenda Nos. (Insert Numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver (Description of Goods and Services) in conformity with the said Drawings, Conditions of Contract and specifications for the same for (as quoted in price bid) or such other sums as may be ascertained in accordance with the Schedule of Prices.

We undertake, if our bid is accepted, complete delivery of as agreed and specified in the IFB document. If our bid is accepted, we will obtain the guarantee of a Bank in a sum not exceeding (10)% of the Contract Order price for the due performance of the Contract.

We agree to abide by this bid for a period of 4(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.

We have enclosed Bid Security in the form of Demand Draft/ Bank Guarantee in line with Cl. 17 of ITB for (amount in figure & words) valid for 6(six) months' period as per the requirement of bid document.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award (Fax of Intent / Purchase Order) 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

SEAL AND SIGNATURE

In the capacity of Duly authorized to sign bid for and on behalf of

(SIGNATURE OF WITNESS)
WITNESS NAME:
ADDRESS:

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Sheet 1 of 2

F-4
PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY
 (To be stamped in accordance with the Stamp Act)

Ref: Bank Guarantee No.
 Date

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

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

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

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

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should
 be 6 months after the date finally set out for closing of tender]. If any further extension of this
 guarantee is required, the same shall be extended to such required period on receiving
 instructions from M/s _____ whose behalf this guarantee is issued.


In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this
 _____ day of _____ 2017 at _____.

WITNESS:

(SIGNATURE)
 (NAME)

 (OFFICIAL ADDRESS)


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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR PROCUREMENT OF EVC BATTERIES FOR CGD NETWORK OF MNGI, PUNE</p> <p>Bid No.: MNGI/C&P/2017-18/03</p>
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Sheet 2 of 2

**INSTRUCTIONS FOR FURNISHING BID-GUARANTEE/
BANK GUARANTEE**

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bid Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee/ all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB.
5. Bidders must indicate the full postal address of the bank along with the bank's E-mail/ Fax. from where the earnest money bond has been issued.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR PROCUREMENT OF EVC BATTERIES FOR CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/03
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**F-5
LETTER OF AUTHORITY
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES**

No.:

Date:

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

Dear Sir,

We _____ hereby authorize following representative(s) to attend un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

1) Name & Designation _____ Signature _____

2) Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,


Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

Not more than two persons are permitted to attend techno-commercial un-priced and price bid opening.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR PROCUREMENT OF EVC BATTERIES FOR CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/03
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**F-6
NO DEVIATION CONFIRMATION**

(Tender/ Bid Document No. _____)

EXCEPTION AND DEVIATION STATEMENT

NAME OF WORK:

BID DOCUMENT NO. :


Bidder may stipulate exceptions and deviations to Bid Document, if considered unavoidable as per the following format:

SL. NO.	CLAUSE NO.	PAGE NO. OF TENDER DOCUMENT	DEVIATION	REASONS FOR DEVIATION

Any exceptions / deviations brought out by us elsewhere in our Offer shall not be considered as valid and should be ignored by the Owner.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____
& SEAL

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR PROCUREMENT OF EVC BATTERIES FOR CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/03
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**F-7
CERTIFICATE**


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

Dear Sir,

If, we become a successful bidder and pursuant to the provisions of the Bidding Documents and contract is awarded to us the following certificate shall be automatically enforceable:

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

(SEAL AND SIGNATURE OF BIDDER)

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR PROCUREMENT OF EVC BATTERIES FOR CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/03
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Sheet 1 of 2

F-8
PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

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


Dear Sir,

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

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

The said _____ has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake and agree with you that if default shall be made by M/s _____ in performing any of the terms and conditions of the tender or in payment of any money payable to Maharashtra Natural Gas Limited we shall on demand pay without any recourse to the contractor to you in such manner as you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s _____ and/ or that any dispute or disputes are pending before any officer, tribunal or court.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR PROCUREMENT OF EVC BATTERIES FOR CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/03
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Sheet 2 of 2

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid up to _____ If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s _____ on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Pune or High Court of Mumbai.
7. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully,


_____ Bank

By its Constituted Attorney

Signature of a person duly
authorized to sign on behalf of
the Bank.

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Pune.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer

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F – 9
[APPLICABLE FOR DOMESTIC TENDERS]
PACKING, MARKING AND SHIPPING INSTRUCTIONS


The Packing, Marking, Shipping and Documentation for Goods shall be as follows:

- a) The SUPPLIER shall provide such Packing of GOODS as is required to prevent their damage or deterioration during transit to their final destination as indicated in the CONTRACT. The Packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS final destination and the absence of heavy handling facilities at all points in transit.
- b) The packing, markings and documentation within and outside the packages, shall comply strictly with such special requirements as shall be expressly provided for in the documents.
- c) SUPPLIER shall comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the SUPPLIER of his responsibilities.
- d) Supplier shall ensure that consignments destined for different project sites as detailed in Purchase Order are packed separately and marked clearly.

1.0 SPECIFICATIONS FOR GOODS BEING PROCURED INDIGENOUSLY

1.1 Packing

- 1.1.1 The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of IRCA Goods Tariff Part I. All packaging shall be done in such a manner as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.
- 1.1.2 Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- 1.1.3 All delicate surface on equipment's/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 1.1.4 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.

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- 1.1.5 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15 mm. Such markings will be followed by the connection number in indelible ink/ paint. A copy of the packing list shall accompany the material in each package.
- 1.1.6 All protrusions shall be suitably protected by providing a cover comprising of a tightly bolted wooden disc on the flanges.
- 1.1.7 Wherever required, equipment/materials/instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.
- 1.1.8 All pipes and tubes of stainless steel, copper, etc., shall be packed in wooden case or crates irrespective of their size.
- 1.1.9 Pipes with threaded or flanged ends shall be protected with suitable caps/covers, before packing.
- 1.1.10 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list, shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 1.1.11 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.
- 1.1.12 Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking, shall be to the supplier's account.

1.2 Marking

- 1.2.1 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

(OWNER)
PROJECT
(DESTINATION)

Purchase order No. _____
 Net Wt. _____ Kgs.
 Gross Wt. _____ Kgs.
 Dimensions _____ X _____ X _____ CMS.

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Package No. (S. No. of total Packages) _____ al
Supplier's name _____

1.2.2 Additional marking such as 'HANDLE WITH CARE' 'THIS SIDE UP' 'FRAGILE' or any other additional indications for protection and safe handling shall be added depending on the type of material.

1.2.3 Specific marking with white paint for 'SLINGING' and 'CENTRE OF GRAVITY' should be provided for all heavy lifts weighing 5 Tonnes and above.

1.2.4 In case of bundles/bags or other packages, wherever marking cannot be stenciled, the same shall be embossed on metal or similar tag and wired securely at two convenient points.

1.3 **Despatch**

(a) Despatch of materials shall be made in accordance with the relevant terms of the CONTRACT FORM. Any change in mode of transport shall be resorted to only after prior approval in writing. SUPPLIER shall ensure despatch of GOODS immediately after they are inspected and released and shall intimate status of despatch by fax to
- Sr. Manager (C&P), MNGL, Pune
- Respective consignee fax nos. at site (to be indicated in Purchase Order).

(b) Despatch by Road

(i) The SUPPLIER shall be responsible for despatch of materials through a reliable Bank approved transport company unless, the Transport Company is named by PURCHASER.


(ii) The SUPPLIER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SUPPLIER shall also obtain from transporter particulars of Lorry Number, transporter's Challan Number, destination of Lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same following:-

- Sr. Manager (C&P), MNGL, Pune


- Respective consignee fax nos. at site (to be indicated in Purchase Order).

(c) Shipment by Air


Whenever SUPPLIER is instructed by the PURCHASER or its representative to airfreight any material, the SUPPLIER shall take prompt action for the same. Immediately after air shipment is effected, the SUPPLIER shall intimate by Fax the details of Airway Bill number and date, Flight number, number of packages etc. to the OWNER'S and PURCHASER'S authorities at destination Airport City. Details of MNGL's agents shall be intimated later.

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- (d) **Advance Information**
Immediately after a shipment is made SUPPLIER shall send advance information such as the particulars of materials, value, Purchase Order Number, date of despatch, Railway receipt Wagon Number/ GOODS Consignment note number, Truck number, name of transport company and their destination Office/ Associate's address etc., by way of Fax to following:
- Sr. Manager (C&P), MNGL, Pune
- Respective consignee fax nos. at site (to be indicated in Purchase Order).
- (e) **Transmission of Despatch Documents**
SUPPLIER shall, within 48 hours of the dispatch of the GOODS depending upon the payment terms of the CONTRACT FORM either negotiate through PURCHASER'S Bankers or forward direct to PURCHASER at respective consignee address by Registered Post the following Documents in Original.
- (i) Two copies of the SUPPLIER invoice showing descriptions of the GOODS, Quantity, unit price and total amount.
(ii) Delivery Note/Railway Receipt/Truck Receipt.
(iii) Manufacturer's/Supplier's Guarantee Certificate
(iv) Inspection Certificate issued by the PURCHASER/CONSULTANT and/or its representative and the SUPPLIER'S factory inspection report. Copies of the above documents shall be sent to the following addresses :
- A Maharashtra Natural Gas Ltd.,
Plot no. 27, Narvir Tanaji Wadi,
PMT Bus Depot, Commercial Building,
1st Floor, Shivajinagar
Pune - 411005
Ph. No. – 020 32535181 / 25511523
Fax no. – 020 25511522
Email – gasaid@mngl.in
- B Office Incharge
Maharashtra Natural Gas Limited,
Respective MNGL Site(s) address. (The Bidder shall request for add. 15 days in advance before dispatch)
- (f) The SUPPLIER shall be responsible for any delay in clearance of the Consignment at destination and consequent wharfage/demurrage, if any, due to delay in transmittal of the Lorry/Railway receipt Consignment Note, etc.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR PROCUREMENT OF EVC BATTERIES FOR CGD NETWORK OF MNGL, PUNE</p> <p>Bid No.: MNGL/C&P/2017-18/03</p>
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**SECTION – V
BRIEF SUMMARY OF AGREED TERMS &
CONDITIONS**

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR PROCUREMENT OF EVC BATTERIES FOR CGD NETWORK OF MNGL, PUNE Bid No.: MNGL/C&P/2017-18/03
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SECTION – V
Brief summary of Agreed Terms and Conditions

Following shall be duly filled in and should be returned by the bidder alongwith each copy of Unpriced Part of Bid / Offer

Sl. No.	Description	Bidder's Confirmation
1	Bidder's details: a) Name b) Full address c) Tel.No. d) Fax No. e) E-mail f) State / UT where Registered Office of Company is located g) State / UT where Manufacturing Facilities of the Company is located h) Name and Designation of the person signing the Bid	
2	In case the bidder is not manufacturer: a) Name b) Full address c) Tel.No. d) Fax No. e) E-mail f) Name and Designation of the contact person	
3	The followings are to be enclosed alongwith the bid: a) Power of Authority of the person signing the bid b) Letter of Authority of the person attending the bid opening. c) In case bidder is not manufacturer: Letter of authority from the manufacturer that they will meet the commitment of the bidder and supply the material in time, as required.	
4	Indicate Country of origin of offered GOODS	
5	Indicate despatch point (Place of despatch)	
6	Bid Security Details: a) Name and Address of Issuing Bank: b) Security No. & Date : c) Value (Rs. _____) d) Validity (Valid Minimum for 6 (Six) months from the final date of submission of offer e) Details of Issuing Bank i) Name:	



**MAHARASHTRA
NATURAL GAS LIMITED**

**TENDER FOR PROCUREMENT OF
EVC BATTERIES FOR CGD NETWORK OF MNGL,
PUNE**

Bid No.: MNGL/C&P/2017-18/03

	<p>ii) Full Address: iii) Tel. No.: iv) Fax. No.: v) E-mail : vi) Name & Designation of the contact person:</p>	
7	<p>Validity of Bid {Valid minimum for Four (4) months from the final date of submission of offer.}</p>	
8	<p>a) Please confirm that the scope of work is complete as per tender requirement.</p> <p>b) If reply to (a) is 'No', have all 'Exception & Deviation' been furnished in the format attached with bid document.</p> <p>c) Confirm there are no 'Exception & Deviation' other than those indicated as (b) above and if indicated in offer else where the same shall be considered 'NULL & VOID'.</p>	
9	<p>Delivery Period / Completion period Confirm your acceptance of delivery period completion period as per requirement Specified in bid Document in 'Time Schedule' on FOT Project Site Basis to be reckoned from date of PO.</p>	
10	<p>Currency of Offer a) Please indicate the currency of the offer is in Indian Rupees</p>	
11	<p>Correspondence Language a) Confirm that all correspondences will be in English language only.</p>	
12	<p>Price a) Ensure and confirm that unit prices Quoted in 'Price Schedule', (i.e. Schedule of Rates) on FOT Site Basis. b) Confirm that price quoted are as per 'Price Format' given in tender document without any change. c) Confirm that quoted prices will remain firm and fixed till complete execution of the order. PO, placed within offer validity, shall be considered as 'Notification of Award of Contract'. d) Confirm that the tender document is carefully studied & understood and have taken its full consideration in the quoted prices. e) Confirm that Blank SOR submitted with un-priced part of the bid contains the followings i) Each 'Cell' of the schedule has been marked "Quoted" or "Not Quoted" and none of the 'Cell' has been left blank. ii) All information on the top of the SOR or at the 'Note' of the SOR has been provided in totality.</p>	
13	<p>Freight Charges Ensure & confirm that firm freight charges upto Project Site has been quoted separately for each item in SOR.</p>	



**MAHARASHTRA
NATURAL GAS LIMITED**

**TENDER FOR PROCUREMENT OF
EVC BATTERIES FOR CGD NETWORK OF MNGL,
PUNE**

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14	Transit Insurance and all other insurances. a) Transit Insurance and all other insurance shall not be arranged by the Purchaser. Confirm that Insurance charges have been included in Quoted Price.	
15	Sales Taxes for Indian bidders Indicate rate of taxes & duties applicable, as quoted in price schedule a) CST without concessional Form. b) CST with concessional form c) Local Sales tax (in case supplies are made from originating state) without concessional form. d) VAT e) The LBT applicable on delivery of finished / contracted goods at MNGL's designated location / store in & around Pune shall be paid by the Purchaser. f) Confirm that sales tax indicated above is what has been indicated in blanked SOR and also in Priced SOR submitted. g) In case of Discrepancy, rate indicated here shall be considered for bid evaluation. However order will be placed on the lower one. Difference will be borne and paid by bidder.	
16	CENVAT CREDIT i. Confirm that 'CENVAT Benefit' will be to made available to the owner is equivalent to excise duty & cess and/or service tax & cess (as applicable) indicated in the price part of the offer for indigenous supply. ii. If answer to (i) is NO, Confirm that you have given figure for 'CENVAT Benefit' in price part of the offer which shall be made available to the Owner for excise duty & cess and/or service tax & cess (as applicable) by you.	
17	VAT SETOFF i. Confirm that 'VAT Setoff' to be made available to the owner has been indicated in Price part of the offer for indigenous supply ii. If answer to (i) is NO, Confirm that you have given figure for 'VAT Setoff' in price part of the offer which shall be made available to the Owner by you.	
18	Taxes & Duties for Indian bidders All taxes, duties, levies, License fee, etc., incurred until delivery of the contracted goods, shall be borne and paid by the bidder. However, Sales tax & Excise Duty on finished products shall be reimbursed by the Owner. (limited to provisions in the quoted price as per bid document). The statutory variation in taxes & duties (payable on finished product) if any, within the contractual delivery period shall be to the Owner account. Further, variation in basic charge on Excise Duty within contractual delivery schedule, shall be borne and paid by the Owner. (However limited to provision in bid document).	



**MAHARASHTRA
NATURAL GAS LIMITED**

**TENDER FOR PROCUREMENT OF
EVC BATTERIES FOR CGD NETWORK OF MNGL,
PUNE**

Bid No.: MNGL/C&P/2017-18/03

19	<p>Excise Duty and Service Tax for Indian bidders</p> <p>a) Indicate present rate of terminal excise duty (ED) , Service Tax (ST) applicable on the supplies and as quoted in price schedule. In case, Bid Document calls for Spares, (Mandatory/2 years) where, generally more than one rate of ED are applicable then such rates as considered in offer are to be indicated in the itemised Spare parts list.</p> <p>b) If there is any variation in Excise Duty, Service Tax at the time of supplies for any reason, other than statutory, including due to turnover, confirm the same will be borne by bidder.</p> <p>c) It is noted and confirmed that statutory variation in ED within contractual delivery shall be to Owner's account.</p> <p>d) If excise duty is presently not applicable, confirm whether the same will be borne by bidder in case it becomes leviable later.</p> <p>e) In case (b) or (d) is not acceptable, indicate maximum rate of excise duty chargeable. (same shall be considered by Owner for price evaluation & comparison).</p>	
20	<p>Price Reduction Schedule:</p> <p>a) Confirm acceptance of Price Reduction Schedule (PRS) as per clause 26 of GCC and modified as per SCC</p> <p>i) For delay in completion/ delivery beyond contractually agreed delivery schedule as specified in the Bid Document.</p> <p>ii) for deficiency in performance & services as per provision of Bid Document. The invoice shall be submitted for the amount duly reduced to the extent of PRS. Otherwise purchaser / owner reserve right to deduct the same.</p> <p>b) Confirm in case of delay in delivery beyond CDD, any new or additional or increase in taxes and duties imposed after contractual delivery the same shall be to Bidder's account.</p>	
21	<p>Terms of Payment as specified in Special conditions of Contracts.</p> <p>a) Confirm acceptance of terms of payment.</p> <p>b) It is noted and confirmed that deviations to 'Terms & Conditions of Payment' may lead to rejection of offer, as Owner considers fit.</p> <p>c) All the Deviation have been indicated in 'Exception & Deviation' format (including annexure, if any) and have not been repeated in the bid/offer and if repeated, the same shall be considered " Null & Void"</p>	
22	<p>Guarantee / Warrantee</p> <p>Confirm that the GOODS shall be guaranteed against defective materials/workmanship etc. for a period of 24 months from the last Shipment or 12 months from the commissioning date, whichever is earlier, as per Guarantee/warrantee conditions of Bid Document.</p>	




**MAHARASHTRA
NATURAL GAS LIMITED**

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23	Contract-cum-Performance BG. Confirm that Contract-cum-Equipment-Performance Bank Guarantee (CPBG) for 10% of order/contract value shall be furnished as per provision of bid document, valid for 3 months beyond the expiry of Guarantee/Warranty or Defect Liability period, as applicable as per terms of Bid Document.	
24	Inspection (Article – 13 of GCC) a) Confirm acceptance to inspection requirement as per Bid Document. b) As inspection & certification of all goods may also be conducted by OWNER. Confirm there shall be no extra charges, since all personal & incidental expenses of Owner's Inspectors shall be borne by the Owner.	
25	Part order Confirm acceptance to PART ORDER. In case of part ordering any value of part ordering, charges if quoted lumpsum and/or applicable to more than one item, shall be prorated on value basis.	
26	Repeat Order Confirm acceptance of repeat order(s) upto 50% of contract amount within 6 months from the date of basic order, as per terms of Bid Document.	
27	Quantity Variation PURCHASER reserves the right at the time of award of ORDER to increase or decrease by upto 20 % the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.	
28	Agent Commission a) Confirm Agent Commission has been indicated in the price bid. b) The Agent Commission has been included in FOB/CFR/CIF prices indicated in the price bid.	
29	Advance Payment Please note that No Advance payment shall be made by Purchaser / Owner	
30	MISCELLANEOUS a) Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder. b) Confirm that all document, as per Article -10 of ITB 'Documents comprising after by Bidder', have been enclosed. c) Confirm that owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete.	

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31	<p>Declaration by Bidder</p> <p>a) Confirm acceptance in toto of the Terms & Conditions contained in the bid document. Deviation, if any, have been listed in 'Exception & Devaition' format.</p> <p>b) Confirmed that 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 and confirmed that Terms & Conditions indicated elsewhere including any Printed Terms & Conditions, shall not be considered by Owner.</p> <p>c) Confirm that 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.</p> <p>d) Confirm that you have not been banned or delisted by any Government or Quasi-Government agencies or Public Sector Undertaking. If you have been banned delisted then this fact must be clearly stated.</p> <p>e) Confirm that bidder is not under litigation including arbitration for 20 years i) If answer is No than confirm that complete details of litigation and / or arbitration have been furnished in the offer.</p>	
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Bidder Signature:

Name:

Designation

Stamp

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VOLUME-II OF II

C O N T E N T


Sl. No.	Description
SECTION-IV	SPECIAL CONDITIONS OF CONTRACT (SCC)
SECTION-VI	MATERIAL REQUISITION & TECHNICAL SPECIFICATION
SECTION-VII	SCHEDULE OF RATES/ PRICE SCHEDULE

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SECTION - IV SPECIAL CONDITIONS OF CONTRACT (SCC)

C O N T E N T


- 1.0 SCOPE OF SUPPLY
- 2.0 QUALITY ASSURANCE / QUALITY CONTROL
- 3.0 QUANTITY VARIATION
- 4.0 DISPATCH INSTRUCTIONS
- 5.0 INSPECTION
- 6.0 REJECTION
- 7.0 DELIVERY SCHEDULE
- 8.0 TERMS OF PAYMENTS
- 9.0 GENERAL INFORMATION – CONSIGNEE ADDRESS, PAYING AUTHORITY ETC.

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

The following articles shall supplement the Instructions to Bidders and General Conditions of Contract (GCC). In case any conflict between General Conditions of Contract and Special Conditions of Contract, the latter shall prevail to the extent applicable.

1. **Scope of Supply**
The scope of supply shall be as given in Material Requisition and Technical Specifications (Section-VI of Volume II).
2. **Quality Assurance / Quality Control**
 - 2.1 The supplier shall prepare a detailed Quality Assurance Plan for the execution of Contract for various facilities, which will be mutually discussed and agreed to.
 - 2.2 The supplier shall establish document and maintain an effective quality assurance system outlined in recognized code.
 - 2.3 The Purchaser, while agreeing to a Quality Assurance Plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop / site as deemed necessary for quality assurance.
3. **QUANTITY VARIATION:**
The tendered quantity may vary depending upon the project requirement. MNGL reserves the right to decrease / increase the quantity depending upon its requirement.
4. **DISPATCH INSTRUCTIONS:**
 - 4.1 Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.
 - 4.2 Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing the name of the Vessel / Trailers description and weight of the material and shipping marks etc. to be submitted along with the documents.
5. **INSPECTION:**
Maharashtra Natural Gas Ltd. (MNGL) reserves the right to engage their own personnel and or MNGL's inspection agency. All the charges towards all kinds of tests shall be included in the quoted rates. No additional payment to this effect will be made. The charges towards MNGL's Inspection Agency, if engaged, shall be borne by MNGL.
6. **REJECTION:**
 - 6.1 Any materials / goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture / fabrication and subsequent stages, prior to dispatch is found not conforming to the

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requirements / specifications of the Purchase Requisition / Order, shall be liable for immediate rejection.

- 6.2 Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to EMPLOYER.

7. Delivery Schedule

The delivery schedule shall be 8 (Eight) weeks FOT Site from the date of Purchase Order (PO).

Date of Delivery:

The date of receipt of material at MNGL Stores shall be taken as the date of delivery.

8. Payment Terms

The terms of payment shall be as follows:

- 90% (Ninety percent) payment within 15 days on receipt of goods at site along with following despatch documents.
 - i) Invoice in triplicate
 - ii) Inspection Release Note / Manufacturer's Test Certificates.
 - iii) GR / LR
 - iv) Packing List
 - v) Performance Bank Guarantee(s) of 10% of Contract Value. If already submitted, a copy of the same.
 - vi) Document related to CENVAT credit/VAT Set off to be claimed by Owner, if applicable.

- 10% (ten percent) within 30 (thirty) days after receipt and acceptance of goods at site and receipt of following document:
 - i. No Claim Certificate.


9. General Information relating to Consignee address, Banker's Name, Paying Authority, Insurance Agent etc.:

- Location & Address of project Consignee:


Maharashtra Natural Gas Ltd.,
Plot no. 27, Narvir Tanaji Wadi,
PMPML Bus Depot Commercial Building,
1st Floor, Shivajinagar
Pune - 411005

Address of Stores :

Maharashtra Natural Gas Ltd.
Survey No.163, Near VRL Godown,
Fursungi, Pune-412308

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- **CST Number** : 27880552170C of 27.07.2006
- **Local Sales Tax No.** : 27880552170V of 27.07.2006
- **ECC No.** : AAECM5536GXM001
- **Paying Authority** :
Maharashtra Natural Gas Ltd.
Plot no. 27, Narvir Tanaji Wadi,
PMPML Bus Depot Commercial Building,
1st Floor, Shivajinagar
Pune - 411005
- **Name & Address of consignee for import at seaport/ airport of entry:**
Mumbai
- **Whether Certificate for availing concessional project rate of custom duty will be given:** No
- **Can client issue C Form for :**
 - a) Concessional rate of CST : YES
 - b) Concessional rate of ST : No
- **Name of Address of insurance agency:**
To be intimated at the time of placement of PO.
- **Mode of Payment:** A/C Payee Cheque
- **Preferred mode of despatch:**
Imports: Sea
Domestic: By Road
- **Inspection agency for indigenous and imported items:** MNGL / Third party inspection agency appointed by MNGL

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**SECTION – VI
MATERIAL REQUISITION & TECHNICAL SPECIFICATION (SCOPE OF
WORK)**

PROJECT : CITY GAS DISTRIBUTION FOR PUNE
MR NO. : MNGL/O&M/MR/2017-18/EVC_BATTERIES
ITEM : EVC BATTERIES

Sr. No.	DESCRIPTION	UNIT	QTY	Remark
	Design, detail engineering, manufacturing, assembly, factory testing, supply of EVC Batteries including packaging, insurance, handling, transportation, loading / unloading at MNGL sites / designated store, documentation etc. and providing all related services, commissioning spares conforming to specification enclosed with tender.			
1	EVC Batteries			
1.1	Battery for Itron Make EVC: 3.6 V Capacity 16.5 AH, D-size Lithium Battery	No.	25	
1.2	Battery for Itron Make Focus + GSM Modem: 7.2 V Battery Capacity 13 AH (Pack of 2 batteries)	No.	30	
1.3	Battery for Mini Elcor EVC: 3.6 V Capacity 16.5 AH, D-size Lithium Battery	No.	10	
1.4	Battery for ECM2AT & Adec EVC : 7 V Lithium Battery Pack	No.	10	

Notes:

1. Evaluation shall be done Item wise basis separately and order will be placed on the lowest bidder(s) in each category.
2. The Manufacturer / Supplier shall submit the Test Certificates as per the relevant Standards.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR PROCUREMENT OF EVC BATTERIES FOR CGD NETWORK OF MNGL, PUNE</p> <p>Bid No.: MNGL/C&P/2017-18/03</p>
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**SECTION-VII
PRICE SCHEDULE/
SCHEDULE OF RATES (SOR)**



**MAHARASHTRA
NATURAL GAS LIMITED**

**TENDER FOR PROCUREMENT OF
EVC BATTERIES FOR CGD NETWORK OF MNGL,
PUNE**


Bid No.: MNGL/C&P/2017-18/03

PRICE SCHEDULE FOR INDIAN (DOMESTIC) BIDDERS

**PROJECT : CITY GAS DISTRIBUTION FOR PUNE CITY
ITEM : EVC BATTERIES**

In Rupees

Item No.	Description	UNIT	QTY	Unit Price Ex-works including cost of imported raw material/ components & Project Rate of Customs Duty thereon, pkg/ fwd, but excluding ED & ST on finished goods	Per Unit Terminal Excise Duty	Per Unit Sales Tax (with 'C' Form for CST only) / VAT	Per Unit Freight upto Project Site by Road Including Transit Insurance	Per Unit FOT Site (5+6+7+8)	Total FOT Project Site (4 X 9)	VAT Setoff amount to be made available to Owner (to be given for each items)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Design, detail engineering, manufacturing, assembly, factory testing, supply of EVC Batteries including packaging, insurance, handling, transportation, loading / unloading at MNGL sites/ designated store, documentation etc. and providing all related services, commissioning spares conforming to specification enclosed with tender.									
1	EVC BATTERIES									
1.1	Battery for Itron Make EVC: 3.6 V Capacity 16.5 AH, D-size Lithium Battery	No.	25							
1.2	Battery for Itron Make Focus + GSM Modem: 7.2 V Battery Capacity 13 AH (Pack of 2 batteries)	No.	30							
1.3	Battery for Mini Elcor EVC: 3.6 V Capacity 16.5 AH, D-size Lithium Battery	No.	10							
1.4	Battery for ECM2AT & Adec EVC : 7 V Lithium Battery Pack	No.	10							

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Note:

1. Evaluation will be done Item wise basis separately and order will be placed on the lowest bidder(s) in each category.
2. Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above. Bidder shall note that any error in estimating these taxes & Duties will be to Bidder's Account.
 - a. Excise Duty @-----
 - b. CST @ ----- with 'C' Form & ----- without 'C' Form
 - c. LST/VAT with concessional form -----
 - d. LST/VAT without concessional form -----

SIGNATURE OF BIDDER