



## **MAHARASHTRA NATURAL GAS LTD**

*(A joint venture of GAIL(India)Ltd & BPCL)*

'A' Block, Plot No.27, Narveer Tanajiwadi PMPML Bus Depot ,  
Commercial Building, 1<sup>st</sup> Floor,  
Shivajinagar, Pune-411 005.

### **TENDER FOR PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO FOR MNGL, PUNE**

**LIMITED DOMESTIC COMPETITIVE BIDDING**

**BID DOCUMENT NO. MNGL/C&P/2017-18/41**

**DATED 21.07.2017**



**MAHARASHTRA  
NATURAL GAS LIMITED**

**PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO  
FOR MNGL, PUNE**

**Bid No.: MNGL/C&P/2017-18/41**

**REQUEST FOR QUOTATION (RFQ)**

Bid Document No. MGL/C&P/2017-18/41

Date: 21.07.2017


To  
M/s,

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Dear Sirs,

Maharashtra Natural Gas Ltd., Pune here-in-after called OWNER/COMPANY/MNGL invites you to submit bid under single bid system for **PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO FOR MNGL, PUNE** as detailed below in complete accordance with enclosed tender document:

<b>Sr. No.</b>	<b>Item</b>	<b>Description</b>
1	Tender No.	MNGL/C&P/2017-18/41
2	Description of Work	<b>PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO FOR MNGL, PUNE</b>
3	Quantity	As per Schedule of rates
4	Contract / Completion period	Contract shall be for period of 1 (one) year from the date of Servicer Order, further extendable for another 6 (six) months on the same terms & conditions at sole discretion of MNGL.
5	Tender Fee	NA
6	Type of Tender	Single Bid System
7	Earnest Money Deposit (EMD)	NA
8	Closing Date & Time	28.07.2017 upto 15.00 Hrs.
9	Opening Date & Time	28.07.2017 at 16.00 Hrs.
10	Warranty	NA
11	Performance Bank Guarantee	10% of the Total Contract Value.
12	Correspondence address	Shekhar D. Kankrej, Dy. Manager (C&P) Maharashtra Natural Gas Ltd. 'A' Block, 1 <sup>st</sup> Floor, Plot No.27,

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO FOR MNGL, PUNE</b>  <b>Bid No.: MNGL/C&amp;P/2017-18/41</b>
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		Narveer Tanajiwadi PMPML Bus Depot., Commercial Building, Shivaji Nagar, Pune-411 005.
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Offers should be submitted in sealed envelopes super scribed with the tender no., due date, item.

Fax / Telex / e-mail offer shall not be considered.

Bids complete in all respects should be submitted on or before the due date/time. Bids received after the due date and time is liable to be rejected.

Bids should be valid for 90 days from the bid due date.

MNGL reserves the right to accept or reject any or all tenders received at its absolute discretion without assigning any reason whatsoever.

**Fixed Price:**

Prices quoted by the bidder shall be firm & fixed during completion of the order. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

**Validity of Bid:**

Offer shall be valid for the period of 4 months from the bid due date.

**Late bids:**

Any bid received by the OWNER after the bid due date and time prescribed in the Tender Document shall be rejected.

Telegraphic / Tele Fax / E-Mail offers will not be considered and shall be rejected.

**Award criteria:**

The OWNER will place the order to the successful bidder whose bid has been determined to be the lowest evaluated, responsive bid, provided further that the bidder is determined to be qualified to terms and conditions of the tender.

**OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

OWNER reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to placement of order, 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 OWNER'S action.

**Termination:**

The Company reserves the right to terminate the contract if the services are not found satisfactory by giving an advance notice of 15 days.



**MAHARASHTRA  
NATURAL GAS LIMITED**

**PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO  
FOR MNGL, PUNE**

**Bid No.: MNGL/C&P/2017-18/41**

**Jurisdiction of Court:**

The purchase order shall be governed by and constructed according to the laws in force in India. The Supplier hereby submits to the jurisdiction of the courts situated at Pune (Maharashtra) for the purpose of disputes, actions and proceedings arising out of the order. The courts at Pune (Maharashtra) only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

**Arbitration:**

All matters of difference what-so-ever which shall at any time arise between the parties hereto relating to execution of ORDER or to the rights or liabilities or any claims thereof (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall be resolved as per Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Pune, Maharashtra.

**Force Majeure:**

Shall mean and be limited to the following:

- (a) War/Hostilities
- (b) Riot or Civil Commotion
- (c) Earthquake, flood, tempest, lightning or other natural physical disaster.
- (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the Agency.

The Agency shall advise OWNER by a registered letter duly certified by the local Chambers 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, OWNER reserves the right to cancel the order and provisions governing termination shall apply.

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

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

Your rates should clearly specify taxes etc. are applicable and if so, the rate must be specified. If this information is not given, your rates will be taken as inclusive of all taxes.



**MAHARASHTRA  
NATURAL GAS LIMITED**

**PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO  
FOR MNGL, PUNE**

**Bid No.: MNGL/C&P/2017-18/41**

**This is not an order**

**Yours truly,  
For and on behalf of  
Maharashtra Natural Gas Ltd., Pune**

**(Shekhar D. Kankrej)  
Dy. Manager (C&P)**

**Enclosures:**  
Annexure – I (Schedule of Rates)



**MAHARASHTRA  
NATURAL GAS LIMITED**

**PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO  
FOR MNGL, PUNE**

**Bid No.: MNGL/C&P/2017-18/41**

**APPENDIX – A**  
**CUT-OUT SLIPS (1 NOS.)**



**MAHARASHTRA  
NATURAL GAS LIMITED**

**PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO  
FOR MNGL, PUNE**

**Bid No.: MNGL/C&P/2017-18/41**

**CUT-OUT SLIP – 1**

**(OUTER ENVELOPE)**

**DO NOT OPEN-THIS IS A QUOTATION**

**CLIENT : Maharashtra Natural Gas Limited**  
**PROJECT : CNG & City Gas Distribution Project for Pune**  
**BID DOCUMENT NO : MNGL/C&P/2017-18/41**  
**ITEM : PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO  
FOR MNGL, PUNE**  
**DUE DATE OF SUBMISSION & TIME : 21.07.2017 upto 15:00 Hrs.**

**TO,**

**Dy. Manager (C&P)  
Maharashtra Natural Gas Ltd.  
A-Block, Plot No. 27, 1<sup>st</sup> 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 bid documents)



**MAHARASHTRA  
NATURAL GAS LIMITED**

**PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO  
FOR MNGL, PUNE**

**Bid No.: MNGL/C&P/2017-18/41**

**SUBMISSION OF TENDER**

From:  
M/s.


To  
**Maharashtra Natural Gas Ltd.,**  
A-Block, Plot No.27,  
Narveer Tanajiwadi PMPML Bus Depot.,  
Commercial Building, 1<sup>st</sup> Floor,  
Shivajinagar, Pune-411005

Sir,

In response to Tender No.

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



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO FOR MNGL, PUNE</b>  <b>Bid No.: MNGL/C&amp;P/2017-18/41</b>
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**MEMORANDUM**

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2017

Witness:

Name in Block Letters:

Address:

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

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



**MAHARASHTRA  
NATURAL GAS LIMITED**

**PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO  
FOR MNGL, PUNE**

**Bid No.: MNGL/C&P/2017-18/41**

**Section - I**

**LIST OF FORMATS**



**MAHARASHTRA  
NATURAL GAS LIMITED**

**PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO  
FOR MNGL, PUNE**

**Bid No.: MNGL/C&P/2017-18/41**

### **CONTENT**

<b>Sl. No.</b>	<b>Description</b>
1)	F-1 : Bidder's General Information
2)	F-2 : Bid Form
3)	F-5 : Letter of Authority
4)	F-6 : No Deviation Confirmation
5)	F-7 : Certificate
6)	F-10 : Proforma of Bank Guarantee for Contract Performance Security
7)	F-16 : Format for No Claim Certificate



**MAHARASHTRA  
NATURAL GAS LIMITED**

**PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO  
FOR MNGL, PUNE**

**Bid No.: MNGL/C&P/2017-18/41**

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

To  
M/s Maharashtra Natural Gas Limited  
Plot No. 27, 1<sup>st</sup> 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)**



**MAHARASHTRA  
NATURAL GAS LIMITED**

**PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO  
FOR MNGL, PUNE**

**Bid No.: MNGL/C&P/2017-18/41**

**F-2**

**BID FORM**

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

Dear Sir,

After examining/ reviewing the Bidding Documents for

\_\_\_\_\_ including technical specifications, drawings, General and Special Conditions of Contract and schedule of rates etc. The receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job of \_\_\_\_\_

\_\_\_\_\_ and in conformity with, the said Bid Document, including Addenda Nos. (if any).

We confirm that this bid is valid for a period of four (4) months from the date of opening of Techno-commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance security equal to 10% (ten percent) of the Contract Price, for the due performance with in fifteen days of such award.

Until a final Agreement is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

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

SEAL AND SIGNATURE  
DATE: \_\_\_\_\_

Duly authorized to sign bid for and on behalf of \_\_\_\_\_

(SIGNATURE OF WITNESS)  
WITNESS NAME:  
ADDRESS:



**MAHARASHTRA  
NATURAL GAS LIMITED**

**PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO  
FOR MNGL, PUNE**

**Bid No.: MNGL/C&P/2017-18/41**

**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, 1<sup>st</sup> 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.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO FOR MNGL, PUNE</b>  <b>Bid No.: MNGL/C&amp;P/2017-18/41</b>
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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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO FOR MNGL, PUNE</b></p> <p><b>Bid No.: MNGL/C&amp;P/2017-18/41</b></p>
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**F-7  
CERTIFICATE**

To,  
Maharashtra Natural Gas Limited,  
Plot No. 27, 1<sup>st</sup> 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."

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**(SEAL AND SIGNATURE OF BIDDER)**





**MAHARASHTRA  
NATURAL GAS LIMITED**

**PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO  
FOR MNGL, PUNE**

**Bid No.: MNGL/C&P/2017-18/41**

Sheet 1 of 2

F-10

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY  
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

TO:

M/s Maharashtra Natural Gas Limited  
Plot No. 27, 1<sup>st</sup> 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 LOA  
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**

**PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO  
FOR MNGL, PUNE**

**Bid No.: MNGL/C&P/2017-18/41**

**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.



**MAHARASHTRA  
NATURAL GAS LIMITED**

**PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO  
FOR MNGL, PUNE**

**Bid No.: MNGL/C&P/2017-18/41**

**F-16**

Format for No Claim Certificate  
[On the Letter-head of Contractor]

**NO CLAIM CERTIFICATE**

We, \_\_\_\_\_, a company incorporated under the laws of India, having its Registered Office at \_\_\_\_\_ and carrying on business under the name and style M/s. \_\_\_\_\_ were awarded the Contract by Maharashtra Natural Gas Ltd. in reference to Tender No. \_\_\_\_\_ dated \_\_\_\_\_.

After completion of the above said Work under the contract, we have scrutinized all our claims, contentions, disputes, issues with the project officials and we hereby confirm that after adjusting all payments received by us against our R.A. Bills, our balance entitlement under the contract is to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as per our Final Bill dated \_\_\_\_\_ towards full and final settlement of all our claims, dues, issues and contentions from Maharashtra Natural Gas Ltd.


We confirm and declare that with the receipt of aforesaid monies, all our claims, dues, disputes, differences between M/s. \_\_\_\_\_ and Maharashtra Natural Gas Ltd. under and with reference to above said contract stands fully and finally settled.

We further absolve Maharashtra Natural Gas Ltd. from all liabilities present or future arising directly or indirectly out of the contract.

We further confirm that the present settlement has been arrived at after mutual negotiations and is freely and fairly entered into between the parties. There is no economic duress or any other compulsion on us in entering into this settlement.

**Signature with Seal of Contractor**

**Dated :**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO FOR MNGL, PUNE</b>  <b>Bid No.: MNGL/C&amp;P/2017-18/41</b>
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## SECTION - II

### SCOPE OF WORK

#### **Scope of work shall be as follows:-**

As per the total numbers of seconds bought, followings activities need to be done:

1. The seconds can be spread across one year span. Also duration of spot may be increased or decreased depending upon the requirement.
2. Creatives/Jingles to be prepared by the Channel
3. Creatives/Jingles to be made in English/Hindi/Marathi languages
4. The spread of Jingles/Spots should be on RODP basis


#### **Radio:**

Radio station should help in advertisement of MNGL in below mentioned ways:

1. Create buzz about the information amongst the target audience.
2. To integrate with some properties to cater a particular audience
3. To create the necessity about the product/brand amongst prospects
4. To continuously create impact on customers mind by Advertising the product.

#### **Radio stations should provide following Minimum add-ons (Value Additions) during the work order tenure:**

1. RJ mentions talking about the concept on Saturday promoting the occasion along with clients association. (15 RJ Mentions, 5 Interview)
2. Studio Shift Activity/ On-ground activity (2 in societies)
3. Associate Sponsorship on any woman oriented/empowerment/cooking show (Any 3 programs during one year period)
4. Associate Sponsorship on Festival celebration/show (15 mentions in each Festive season-Gokul Ashtami, Ganpati Festival, Dussehra, Diwali, Christmas, Gudhi Padwa etc.)
5. One Exclusive Interview live from MNGL Office
6. Hourly sponsorship Tags (4 per day)

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>PROMOTIONAL ACTIVITY THROUGH PUNE FM RADIO FOR MNGL, PUNE</b></p> <p><b>Bid No.: MNGL/C&amp;P/2017-18/41</b></p>
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### **SECTION – III**

#### **SPECIAL CONDITIONS OF CONTRACT**

The special conditions of contract shall be read in conjunction with the general conditions of contract, schedule of rates, scope of work and any other document forming part of contract wherever context so requires.

Notwithstanding the sub-divisions of the documents, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

Where any portion of the special conditions of contract (SCC) is repugnant to or at variance with any provision of the general conditions of the contract then unless a different intention be deemed to override the provisions of the general conditions of contract (GCC) only to the extent such repugnance or variations if the SCC as are not possible of being reconciled with the provisions of the GCC.


In case of any contradictions the decision of Officer-In charge will be final and binding on the contractor.

This contract shall be governed by the following special conditions of contract in addition to the General conditions of contract. In case of contradiction and / or inconsistency, the Special Conditions of Contract shall prevail over the General Conditions of Contract

1.0 The Service charges agreed herein shall remain firm till the expiry of the contract and the contractor shall not be entitled to increase or revision (statutory or otherwise) or any other right or claim whatsoever by way of representation , explanation or statement alleged to have been given by any employee representation or any undertaking or promise given or alleged to have been given by any employee of the company or due to contractor's own ignorance or on account of any difficulties of hardships faced by him.

2.0 **Terms of payment:**

Payment shall be done within 15 days after submission of invoice certified by engineer in charge on pro rata basis.

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**3.0 Evaluation:**

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

**Further, contract may be divided among two or more service providers in the ratio of seconds 45900 :44100 / 31200:29400:29400. In order to do so, the L-2, L-3 bidders shall be asked to match the total quoted price with that of L-1 bidder. In case the L-2, L-3 bidder does not agree for the same, the opportunity shall be given to L-4 bidder and so on.”**

**4.0 Contract Period:**

**Contract shall be for period of 1 (one) year from the date of Servicer Order, further extendable for another 6 (six) months on the same terms & conditions at sole discretion of MNGL.**

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## SECTION – IV

### GENERAL CONDITIONS OF CONTRACT

#### **1. DEFINITIONS OF TERMS :**

In this CONTRACT (as hereinafter defined) the following words and expressions shall have the meaning here by assigned to them except where the context otherwise required.

- 1) The OWNER/COMPANY/PRINCIPAL EMPLOYER/MNGL mean MAHARASHTRA NATURAL GAS LIMITED having its Registered & Corporate office at Plot No. 27, 1<sup>st</sup> Floor, Narveer Tanajiwadi PMPML Bus Depot Commercial Building, Shivajinagar, Pune - 411005 and includes its successors and assigns.
- 2) The "CONTRACTOR" means the person or the persons, firm or company or Corporation whose tender has been accepted by the OWNER and includes the CONTRACTOR'S legal Representatives his successors and permitted assigns.
- 3) The "Officer-in-charge / Engineer-in-charge" shall mean the person/ persons designated from time to time by the MNGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 4) The "WORK" shall means and include all items and things to be supplied/done and services activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
- 5) "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 6) The "SUBCONTRACTOR- means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the Officer-in-charge, and the legal representatives, successors and permitted assigns of such person, firm or company.
- 7) The "CONTRACT" shall mean the Agreement between the OWNER and the CONTRACTOR for the execution of the works including therein all contract documents.
- 8) The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the OWNER.



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- 9) The "ALTERATION ORDER" means an order given in writing by the Officer-in-charge to effect additions to or deletions from and alteration in the works.
  - 10) The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the OWNER.
  - 11) "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.
  - 12) "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
  - 13) "FAX/LETTER OF INTENT" shall mean an intimation by a FAX/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
  - 14) "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
  - 15) "WORKING DAY" means any day which is not declared to be holiday or rest day by the OWNER.
  - 16) "WEEK" means a period of any consecutive seven days.
  - 17) "VALUE OF CONTRACT" 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.
2. The contractor hereby confirms that he has already inspected the work site has clearly assessed the nature and extent of work and the conditions under which it will be carried out.
  3. Contractor hereby agrees to provide services and necessary supervision to carry out the work set down in the Schedule of works which forms part of this contract in accordance with the conditions of contract laid down in this part of the contract read in conjunction with specific instructions given in part of this contract by utilizing the materials / services if any, agreed to be given by the Company and listed in Annexure. The contractor has to provide necessary services to carry out the work. The work executed shall be to the satisfaction of MNGL, and contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary and for its completion in an efficient and workman like manner.
  4. The rates agreed herein shall remain firm till the expiry of the contract and extended period. The contractor shall not be entitled to any increase or revision (except Statutory) or any other right or claim whatsoever by way of representation, explanation or statement or elect to have





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been given away by any employee representation or any undertaking or promise given or elect to have been given by any employee of the company or due to contractor's own ignorance or on account of any difficulties or hardship faced by him. His rates are all inclusive. However, service tax as imposed by State / Central Govt. if applicable, shall be payable by MNGL at actual subject to submission of service tax regn. No.

5. All persons deployed by the contractor shall be on his pay roll and should pay wages, PF contribution and Bonus as prescribed by Govt. and the company have no liability whatsoever in this regard. The persons deployed by the contractor shall remain under his control, supervision & discipline. The CONTRACTOR shall have the power to transfer, re-deploy and terminate their services. The CONTRACTOR shall regularly make full payment of wages and salaries not less than the minimum wages, as applicable to the persons engaged by him as required by him under the law.
6. No part of the contract nor any share of interest therein shall in any manner or degree be transferred / assigned or sublet by the contractor directly or indirectly to any persons, firm or corporation whatsoever.
7. The Contractor shall be responsible for providing proper services and exercise control over persons deployed by him. He shall also be bound to prohibit and prevent his employee from taking any direct and indirect interest and/or support, assist, maintain, or help from any person or persons engaged in any anti-social activities demonstrations riots or agitation, which may in any way be detrimental or prejudicial to the inter- land / properties in the neighborhood. In the event of any such actions by his persons or persons, contractor shall be fully and exclusively responsible therefore and shall keep the company harmless and indemnified from any consequential claims, actions, suits, proceedings, losses , or damages on any ground whatsoever.
8. All persons of the contractor entering on work premises shall be properly and neatly dressed and wear badges/ Identity cards while working on premises of the company including work site. The contractor shall provide safety shoes, uniform as desired by MNGL.
9. In case of the company considers presence of any of the persons of the contractor undesirable for whatever reasons including integrity, conduct, competence, 24 hours notice in writing will be given by company to the contractor on receipt of the said notice , such a person will not be reemployed without express and written authorization of MNGL.
10. Any failure on part of the COMPANY at any time to enforce the strict observance of the performance of any of the terms and conditions of this CONTRACT or non-exercise of any right mentioned in the contract shall not constitute a waivers of such terms, conditions or rights and shall not affect or deprive the COMPANY to exercise the same at any later date.
11. CONTRACTOR shall from time to time during the progress of the service issue such further instructions as shall be necessary for the purpose of proper and adequate execution of the services.
12. The contractor shall remove or replace any workman whom the company considers incompetent or unsuitable.



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- 13.** MNGL reserves the right to alter the scope of work in quantum as per the urgency of work. The contractor shall accordingly provide services as may be required by contract coordinator on giving a notice of two days
- 14.** CONTRACTOR shall exclusively be liable for non-compliance of the provisions of any acts, laws rules and regulations having execution, bearing over engagement of workers directly or indirectly for execution of work and the CONTRACTOR hereby undertakes to indemnify Maharashtra Natural Gas Limited against all actions, suits, proceedings, claims, losses, damages etc. which may be arise under Minimum Wages Act Industrial Dispute Act, Family pension and Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged by the CONTRACTOR under this CONTRACT.
- 15.** Company shall not be liable for or in respect of any damages or compensation for any injuries or for any occupational diseases to any persons engaged by the CONTRACTOR and the CONTRACTOR shall keep the company indemnified thereof.
- 16.** The contractor shall be liable for making good all damages / losses arising out of theft, breakage, pilferage of any office furniture, equipments, fittings and fixtures whatsoever it may be caused directly or indirectly.
- 17.** The CONTRACTOR/his employees/agents/representatives shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this CONTRACT or descriptions of the site dimensions, quantity, quality or other information, concerning the work unless prior written permission has been obtained from the OWNER.
- 18. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:-**

The right to accept the tender will rest with the OWNER. The OWNER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. The whole work may be split up between more than one CONTRACTORS or accept in part (not entirely) if considered expedient. Quoted rates should hold good for such eventualities.

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
- 19. TENDERER'S RESPONSIBILITY:-**

The intending tenderers shall be deemed to have visited the SITE and familiarized themselves thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS.
- 20. SIGNING OF THE CONTRACT:-**



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The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with Tender Document within 15 days of the receipt by him of the LETTER OF INTENT OR WORK ORDER whichever is earlier.

**21. NOTE TO SCHEDULE OF RATES:-**

The Schedule of Rates should be read in conjunction with all the other sections of the tender. The tenderer shall be deemed to have studied the details of WORK to be done within TIME SCHEDULE and to have acquainted himself of the conditions prevailing at site.

Rates must be filled in the schedule of Rates of original Tender Documents. If quoted in separate typed sheets, no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the schedule of Rates shall be brought out in the terms and conditions of offer.

The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.

The OWNER reserves the right to interpolate the rates for such items of work falling between similar items or lower and higher magnitude.

**22. POLICY FOR TENDERS UNDER CONSIDERATION:-**

Only those Tenders which are complete in all respects and are strictly in accordance with the Terms and conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance/rejection of Tender is made by MNGL to the Tenderer.

MNGL if necessary, will obtain clarifications on the Tender by requesting for such information/clarifications from any or all Tenderers either in writing or through personal contact, as may be necessary, and the Tenderers are advised to refrain from contacting by any means MNGL and/or their employee(s)/representative(s) on their own, on matters related to Tenders under consideration. Tenderers will not be permitted to change the substance of the Tenders after opening of Tenders.

**23. CONTRACTOR TO INDEMNIFY THE MNGL:**

The contractor shall indemnify the MNGL against all actions, proceedings claims, demands, costs and expenses which may be made against the MNGL or government for or in respect of or arising out of any failure by the contractor in the performance of his obligation under the contract document. MNGL shall not be liable for or in respect of any demands or compensation payable under any law in respect of any consequence of any accident or injury to any workmen or other person in the contractor shall indemnify and keep indemnified MNGL against all such damages and compensation & against all claims, demands proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**24. Following documents form the part of this contract.**

- a. Instructions to bidders,
- b. Bid qualification criteria,
- c. General conditions of contract.
- d. Special conditions of contract and
- e. Schedule of work / rates.



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In case of doubt or dispute as to the interpretation of any clause contained, the decision of the company shall be final and binding on the contractor.

**25. FORCE MAJURE:**

If at any time during the currency of the contract the performance in whole or part by either party, or any obligation under this contract shall be prevented or delayed by reason of any hostility, act of public enemy, civil commotion, sabotage, fire floods, explosions, epidemics, quarantine, strikes, lookouts or acts of God (hereinafter referred to as events) then provided notice of the happening of any such events is given by either party to the other forthwith by not exceeding four hours from time of occurrence thereof, neither party shall by reason of any such event be entitled to have claim for charges / compensation / damages against the other in respect of such non-performance and / or delay in performance during such period.

**26. LABOUR LAWS :**

- a) No labour below the age of 18 (eighteen) years shall be employed on the WORK.
- b) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.
- c) The CONTRACTOR shall at his expense comply with all labour laws and keep the PRINCIPAL EMPLOYER indemnified in respect thereof.
- d) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
- e) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.
- f) The CONTRACTOR shall employ labour in sufficient numbers either to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the Officer-in-charge.
- g) The CONTRACTOR shall furnish to the Officer-in-charge the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the Officer-in-charge a true statement showing in respect of the second half of the proceeding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.
- h) The CONTRACTOR shall comply with the provisions of the payment of wages Act 1986, Minimum Wages Act 1948, Employers liability Act 1935, workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation

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and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.

- i) The Officer-in-charge shall on a report having been made by an Inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a Worker or Workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- j) The CONTRACTOR shall indemnify the OWNER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUBCONTRACTOR. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/Register/Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the OWNER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Officer-in-charge and in the event of the CONTRACTOR'S default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORKS put to tender. The Officer-in-charge shall deduct such amount from bills or Security Deposit of the CONTRACTOR and credit the same to the Welfare Fund constituted under these acts. The decision of the Officer-in-charge in this respect shall be final and binding.

**27. ARBITRATION:**

Except where otherwise provided in the tender documents, all questions and disputes or difference relating to or arising under the terms and conditions or as to any other question, claim, right matter or thing, whatsoever in any way arising out of or relating to the terms and conditions of the contract or the execution of failure to execute the same whether arising during the progress of the work after the completion or abandonment thereof shall be referred to the arbitration of sole arbitrator to be appointed by Managing Director, MNGL. There should be no objection from the contractor to any such appointment on the grounds that the Arbitration is an employee of the MNGL and that he had to deal with the matter to which the contract relates and that in the course of his duties as an employee of the MNGL he had expressed vices on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred, being unable to act for any reason, Managing Director shall appoint another person to act as some arbitration in accordance with the terms and conditions of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to Arbitrator at all.



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

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

The Earnest Money deposited by successful tenderer will be retained towards the security deposit for the fulfillment of the CONTRACT, but shall be forfeited if the tenderer fails to deposit the requisite Security deposit as per clause 29 of General Terms of contract hereof and /or fails to start work within a period of 15 days or fails to execute the AGREEMENT (As per Appendix- proforma of Agreement) within 10 days of the receipt by him of the Notification of Acceptance of Tender.

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

- 28. Security Deposit:** The contractor shall submit Bank Guarantee in our prescribed format, for a value of 10% of contract value, in favour of MNGL, valid for a period of 3 months beyond date of completion of contract as security deposit, from Nationalised/ Scheduled bank except Co-operative bank within 15 days from the date of issue of this work order. The SD will not bear any interest. Any amount due to MNGL, as per contractual terms & conditions shall be deducted from SD. In case SD is not sufficient to recover the outstanding amount, then MNGL reserves the right to recover the same from any other means available to MNGL.

In case of failure to submit the SD within the stipulated time, the LOI (Letter of Intent)/ Work Order issued may be withdrawn.

- 29. RIGHT OF THE OWNER TO FORFEIT SECURITY DEPOSIT:**  
Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the OWNER shall be entitled to recover such sum by appropriating in part or whole the security Deposit of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the OWNER on demand any balance remaining due.



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30. The contractor shall execute an agreement with MNGL within 15 days from the award of contract. However agreement shall be executed only after submission of valid Security Deposit against the contract.
31. **Mobilization Period:** The deployment for the services shall be within 15 **days** or earlier from the date of intimation by Officer-in-charge (OIC) of MNGL, Pune. In case of failure, MNGL reserves the right to cancel the contract.
32. **Payment Terms :**  
Payment shall be done within 15 days after submission of invoice certified by engineer in charge on pro rata basis.
33. **Contract / Completion Period :**  
Contract shall be for period of 1 (one) year from the date of Service Order, further extendable for another 6 (six) months on the same terms & conditions at sole discretion of MNGL.
34. **Insurance:**  
CONTRACTOR as far as possible shall cover insurance with Indian Insurance companies, including marine Insurance during ocean transportation.
- i) **EMPLOYEES STATE INSURANCE ACT (ESI):**  
The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the OWNER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR whether brought by employees of the CONTRACTOR, by third parties or by Central or State Government authority or any political subdivision thereof.
- The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR'S or subcontractor's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of to remit to the State Bank of India. Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all Cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the to maintain such records. Any expenses incurred for the contribution, making contributions or maintaining records shall be to the CONTRACTOR'S account.
- The OWNER shall retain such sum as may be necessary from the total VALUE OF CONTRACT will the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act,1948, have been



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paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

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

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

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

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

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

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

**35. DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY :**

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





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

- 36.** In case the contractor fails to provide the required services under the contract to the satisfaction of MNGL, MNGL reserves the right to get the services through alternate agencies at the risk and cost of contractor and penal deduction shall be made, from the contractor's bills and the decision of MNGL in this connection shall be final and binding on the contractor.
- 37.** The tenderer hereby agrees to provide services and necessary such provision to carry out the work as given in the scope and description of work.
- 38.** The work executed shall be to the satisfaction of MNGL and contract rules shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for the completion in an efficient and workman like manner.
- 39.** The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and abide by all necessary license / permissions from the concerned authorities as provided under the various labour laws / legislation including labour license from the competent authority under The Contract Labour (Regulation & Abolition) Act 1970.
- 40.** The tenderer should have his PF account no. with Regional Provident Fund Commissioner and shall submit to the COMPANY proof of depositing the employee's contribution, on monthly basis.
- 41.** The contractor shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, The Employees State Insurance Act 1948, The Contract Labour (Regulation and Abolition) Act 1970, The Minimum Wages Act 1948, The Payment of Wages Act 1936, Workmen's Compensation Act, 1923 and other relevant Acts rules and regulations in force from time to time in respect of the person deployed by him to carry out the obligation under the contract.
- 42.** The contractor shall be responsible for necessary contributions towards PF, ESI or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering services to MNGL and shall deposit the required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees PF and shall be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of MNGL.
- 43.** The contractor shall regularly submit all relevant records / documents in this regard to MNGL representative for verification and upon such satisfaction only, MNGL will allow payment to the Contractor.



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- 44.** The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7<sup>th</sup> of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues and employment of personnel deployed by him.
- 45.** The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
- 46.** The tenderer shall not engage any person(s) less than eighteen years of age and shall not pay less than what is prescribed under law.
- 47. MNGL RESERVES THE RIGHT TO:**
- i. Reduce the rates at which payment shall be made if the quantity and quality of services although acceptable is not up to required standard.
  - ii. Issue the CONTRACTOR from time to time during the progress of the service such further instructions as shall be necessary for the purpose of proper and adequate execution of the service and the CONTRACTOR shall carry out and be bound by the same.
  - iii. In order the contractor to remove or replace any person engaged in providing the services to the COMPANY whom the company considers incompetent or unsuitable. Opinion of the representative in the competence of any person engaged by the contractor shall be final and binding on the contractor.
- 48. AWARD OF CONTRACT:-**  
The Acceptance of Tender will be intimated to the successful Tenderer by MNGL either by Telegram/Fax or by Letter or like means-defined as LETTER OF INTENT OR SERVICE ORDER. MNGL will be the sole judge in the matter of award of CONTRACT and the decision of MNGL shall be final and binding.
- 49.** The contractor shall be required to obtain requisite labour license / permission from the appropriate authorities as provided under the various labour regulations, before undertaking any contract work. The contractor shall exclusively be liable for compliance of the provisions of any Act, laws, rules and regulations having execution, taking over engagement of his personnel directly or indirectly for execution of work and the contractor hereby undertakes to indemnify the company against all actions, suits, proceedings, claims, losses, damages etc. which may arise due to his noncompliance of the provisions under various laws mentioned in this document or not herein specifically mentioned but having direct or indirect application for the persons engaged under the contract. Company shall not be liable in respect of any damages or compensation for any injury or for any occupational diseases, to the employment to any person engaged by the contractor and the contractor shall keep the company indemnified thereof.
- 50.** During the currency of the job, if the work progress does not commensurate with time elapsed in respect of any person / persons engaged, the contractor shall be liable to pay the company compensation as may be considered reasonable by the company.



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- 51.** In case of any default for more than three days in respect of services to be provided in accordance with the requirements specified by the officer in charge, Company will have the right to avail the services from other sources at the risk and cost of the contractor or terminate the contract and forfeit his security deposit etc.
- 52.** The company for any reason whatsoever of which the company shall be the sole judge may terminate this contract by giving notice of 15 days and the contractor shall vacate the work place with his men and material on the expiry of such notice period in the event of such termination of the contract. The contractor shall be paid for all the work executed up to the date of terminations of the contract including refund of security deposit subject to deduction of any dues, penalties, other recoveries etc within a period of two months at the discretion of the officer in charge.
- 53.** MNGL reserve right to short close/ Terminate the contract any time based on non-performance/ poor performance during contractual period by giving 15 days notice.
- 54.** The contractor shall be liable for making good all damages / losses arising out of theft, pilferage of any furniture, equipment, fittings, fixtures, utensils, appliances whatsoever as may be caused directly or indirectly by the persons engaged by the contractor. At the appointed date, place hour the contractor shall make available persons to be engaged along with appropriate tools wherever stated.
- 55.** The contractor shall take charge of all the materials handed over to him by the company and will be responsible for any loss/damage thereof.
- 56.** The contractor shall issue an identity card to all its employees engaged for the services to be provided. The contractor shall also provide at his own cost safety equipments, materials, uniforms etc to his employees. All the safety rules and regulations will be observed by the persons engaged under this contract.
- 57.** The contract shall be directly and exclusively responsible for any liability arising due to any dispute between him and his employees and shall indemnify the company against all charges, dues, claims etc arising out of the disputes relating to the dues and employments of personnel deployed by him.
- 58.** The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligation.
- 59.** For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the contractor and out of such amount or the amounts likely to fall due to the contractor (but without obligation to do so) make such payments as it may consider necessary for smooth working.
- 60.** Contractor shall deploy the resources as per requirements.
- 61.** The company shall have the power to issue necessary instructions to the contractor concerning discipline, decorum, work performance, safety etc. in respect of the employees of the contractor engaged by him for providing the services to the company and the contractor shall ensure compliance of all such instruction strictly.
- 62.** No payments shall be payable other than schedules payment to the contractor.



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- 63.** The monthly quoted rates shall be inclusive of Leave wages & other statutory payments for providing such services.
- 64.** Income tax as per rule, any other taxes shall be deducted from contractor's monthly bill / bills. Income Tax deduction certificate shall be issued to the contractors.
- 65.** The bidder shall be deemed to have quoted after having satisfied himself to the total nature of work, site of work, surrounding the means access transport availability of services & to have obtained his information on all matters which can in any way influence his offer.
- 66.** MNGL reserves the right to terminate the contract with 15 days notice without assigning any reason.
- 67. Jurisdiction:**  
The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at PUNE for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at PUNE only will have the jurisdiction to hear and decide such disputes, actions and proceedings.
- 68.** Bidder to confirm the unconditional acceptance to the following clauses of the tender
- i) Security Deposit./Performance bank guarantee
  - ii) Schedule of Rates.
  - iii) Termination.
  - iv) Scope of Work.
  - v) Arbitration.
  - vi) Period of Validity Offer.
- 69. DOCUMENTS:**
- 70.1 GENERAL**  
The tenders as submitted will consist of the following:
- i) Complete set of Tender Documents (Original) duly filled in and signed by the tenderer as prescribed in different clause of the Tender Documents.
  - ii) Earnest money in the manner specified in Clause 6 hereof.
  - iii) Power of Attorney or a true copy thereof duly attested by an officer in case an authorized representative has signed the tender, as required
  - iv) Information regarding Tenderers in the proforma enclosed.
  - v) Details of work of similar type and magnitude carried out by the Tenderer.
  - vi) Organisation chart giving details of field management at site, the tenderer proposes to have for this job.
  - vii) Latest Balance sheet and profit & Loss Account / Turnover Certificate duly audited.
  - viii) The bidder shall submit the documentary evidence like certificate of registration with PF, ESIC authorities failing the bids are liable for rejection.

**71.0 PRICE REDUCTION SCHEDULE (PRS)**




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- 71.1 In case Service Provider fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19 hereinafter or due to MNGL's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5% of contract price.
- 71.2 MNGL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to SERVICE PROVIDER from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both SERVICE PROVIDER and MNGL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which MNGL would have suffered on account of delay/ breach on the part of SERVICE PROVIDER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of MNGL in the matter of applicability of price reduction shall be final and binding.

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**Annexure – I**

**Maharashtra Natural Gas Ltd., Pune**

**Schedule of Rate (SOR)**

**RFQ No. MNGL/C&P/2017-18/41 Dt. 21.07.2017**

Sl. No.	Item Description	Qty.	Name of Bidder :	
			Unit Rate / 10 Seconds inclusive of all taxes but exclusive of Goods & Service Tax (INR)	Total Price inclusive of all taxes but exclusive of Goods & Service Tax (INR)
1.	Radio Spots	90,000 Seconds		
	Total amount inclusive of all taxes but exclusive of Goods & Service Tax (in Rs.)			
	Goods & Service Tax in Percentage			
	Goods & Service Tax Amount (in Rs.)			
	Grand Total amount inclusive of all taxes including of Goods & Service Tax (in Rs.)			

**Note:**

1. Taxes & Duties if any, shall be indicated clearly in your quotation and total amount should be inclusive of all taxes etc.
2. The evaluation shall be done on overall basis least cost to the MNGL.
3. Quantity mentioned the Schedule of Rate is tentative & may increase or decrease depending upon the planning / requirement.

**Seal & Signature of the Bidder**