



MAHARASHTRA NATURAL GAS LIMITED

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

**CNG & CITY GAS DISTRIBUTION PROJECT
FOR PUNE**

**BID DOCUMENT
FOR**

**Annual Rate Contract for Supply of Stationary Material at
MNGL, Pune**

UNDER LIMITED DOMESTIC COMPETITIVE BIDDING

Bid Doc. No. MNGL/C&P/2016-17/124 dated 25.03.2017




**MAHARASHTRA
NATURAL GAS LIMITED**

**Annual Rate Contract For Supply of Stationary
Materials at MNGL, Pune.**

Bid No.: MNGL/C&P/2016-17/124

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 MAHARASHTRA NATURAL GAS LIMITED	<u>Annual Rate Contract For Supply of Stationary Materials at MNGL, Pune.</u> Bid No.: MNGL/C&P/2016-17/124
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INVITATION FOR BIDS (IFB)

RFQ No. MNGL/C&P/2016-17/124

Date: 25.03.2017

To

Dear Sir,

Quotations are requested in 'Two Bid System' for "Annual Rate Contract for Supply of Stationary Materials at MNGL, Pune" in the prescribed bid form as per tender document enclosed. The details of tender are as under:

Sr. No.	Item	Description
1	Tender No.	MNGL/C&P/2016-17/124
2	Description of services	Tender For Annual Rate Contract for supply of stationary materials At MNGL, Pune.
3	Quantity	As per Schedule of rates
4	Tender Fee	NA
5	Type of Tender	Two Bid System
6	Earnest Money Deposit (EMD)	Rs. 8,000/-
7	Bid Security Validity	6 months from the bid due date
8	Due date of Submission of Bid	01.04.2017 upto 15.00 Hrs
9	Techno-Commercial Bid Opening Due Date & Time	01.04.2017 at 16.00 Hrs.
10	Bid Validity	4(Four) Months from the bid due date.
11	Correspondence address	Shekhar Kankrej, Dy. Manager (C&P) Maharashtra Natural Gas Ltd., Plot No. 27, 1 st Floor, A-Block, Narveer Tanajiwadi PMPML Bus Depot Commercial Building, Shivajinagar,Pune – 411 005 Tel. No.: 020-25611000, Fax No. 020-25511522 Email : skankrej@mngl.in

The documents in the tender are as per Index attached



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Bid No.: MNG L/C&P/2016-17/124

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

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

Thanking you,

Yours faithfully,
For Maharashtra Natural Gas Ltd, Pune

**Shekhar Kankrej
Dy. 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) Bid Document.

Note:

Please confirm your intention to quote or not within 3(three) days. In case not intending to quote then please give your valuable feedback to us.



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CUT-OUT SLIP – 1

(OUTER ENVELOPE)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : Maharashtra Natural Gas Limited
PROJECT : CNG & City Gas Distribution Project for Pune
BID DOCUMENT NO : MNG L/C&P/2016-17124
**ITEM :Tender For Annual Rate Contract for supply of stationary
materials at MNG L, Pune**
DUE DATE OF SUBMISSION & TIME : 01.04.2016 upto 15:00 Hrs.

TO,

**Dy. 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)



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CUT-OUT SLIP – 2

PART – I (UNPRICED BID)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : Maharashtra Natural Gas Limited
PROJECT : CNG & City Gas Distribution Project for Pune
BID DOCUMENT NO : MNGL/C&P/2016-17124
**ITEM :Tender For Annual Rate Contract for supply of stationary
materials at MNGL, Pune**
DUE DATE OF SUBMISSION & TIME : 01.04.2016 upto 15:00 Hrs.

TO,

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

FROM

NAME:

ADDRESS

PHONE NO.

FAX NO.

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



**MAHARASHTRA
NATURAL GAS LIMITED**

**Annual Rate Contract For Supply of Stationary
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Bid No.: MNGL/C&P/2016-17/124

CUT-OUT SLIP – 3

PART – II (PRICED BID)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : Maharashtra Natural Gas Limited
PROJECT : CNG & City Gas Distribution Project for Pune
BID DOCUMENT NO : MNGL/C&P/2016-17124
**ITEM :Tender For Annual Rate Contract for supply of stationary
materials at MNGL, Pune**
DUE DATE OF SUBMISSION & TIME : 01.04.2016 upto 15:00 Hrs.

TO,

**Dy. 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**

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Materials at MNGL, Pune.**

Bid No.: MNGL/C&P/2016-17/124

CUT-OUT SLIP – 4

PART – III (BID SECURITY)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : Maharashtra Natural Gas Limited
PROJECT : CNG & City Gas Distribution Project for Pune
BID DOCUMENT NO : MNGL/C&P/2016-17124
**ITEM :Tender For Annual Rate Contract for supply of stationary
materials at MNGL, Pune**
DUE DATE OF SUBMISSION & TIME : 01.04.2016 upto 15:00 Hrs.

TO,

**Dy. 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")



**MAHARASHTRA
NATURAL GAS LIMITED**

**Annual Rate Contract For Supply of Stationary
Materials at MNGL, Pune.**

Bid No.: MNGL/C&P/2016-17/124

SUBMISSION OF TENDER

From:
M/s.

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

Sir,

In response to Tender No.

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



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MEMORANDUM

(a) General Description of Work

(b) Earnest Money (Rupees)

The Earnest Money is payable in the manner set out in para 5 below.

The Earnest Money, if the tender is accepted, will be adjusted against the Contract Performance Bank Guarantee (CPBG), when Earnest Money is paid by demand draft only.

(c) Contract Performance Bank 10% of the Total Contract amount which will be paid Guarantee (CPBG) in the manner set out in the General Conditions of Contract.

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 conditions contained in General Tender Notice and other Tender Documents.

5. I/We hereby pay the Earnest Money of Rs. _____ (Rupees _____) in Bank Demand Draft/Bank Guarantee No. _____ issued by _____ (name and office of the State Bank of India or any Nationalized Bank) in favour of Maharashtra Natural Gas Limited, Pune.

6. If I/We fail to commence the work specified in the Memorandum in Para (3) above, or I/We to deposit the amount of Contract Performance Bank Guarantee (CPBG) 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 in full, otherwise the said Earnest Money shall be retained by OWNER towards the Contract Performance Bank Guarantee (CPBG) 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 Contract Performance Bank Guarantee (CPBG) as aforesaid or to execute an Agreement or to start WORK as stipulated in the Tender Documents.

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

Dated the _____ day of _____ 2017

Witness:



**MAHARASHTRA
NATURAL GAS LIMITED**

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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).



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INSTRUCTION TO BIDDERS (ITB)

A. GENERAL

1. Scope of Bid

- 1.1 The Employer, as defined in the General Conditions of Contract, hereinafter “the Employer”, wishes to receive bids for the Work as described in bidding document.
- 1.2 The successful bidder will be expected to complete the Works within the period stated in Special Conditions of Contract.
- 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 Bidders

- 2.1 Bidders shall, as part of their bid, submit duly executed power of attorney authorizing the signatory of the bid to bind the bidder.
- 2.2 This invitation for bid is open to any bidder including members of a Consortium.
- 2.3 A bidder shall not be affiliated with a firm or entity
- (i) that has provided consulting services related-to the Works to the Employer during the preparatory stages of the Works or of the Project of which the Works form a part, or
 - (ii) that has been hired (or is proposed to be hired) by the Employer as Engineer/ Consultant for the contract.
- 2.4 The bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices as defined in ITB.
- 2.5 While evaluating the bids, pursuant to bid evaluation criteria in Global Notice of IFB, bidders and / or his sub-contractors part performance shall be assessed for ascertaining the responsiveness of the bid. In such case the decision of employer / consultant shall be final and binding on the bidder.
- 2.6 The bidder or any member of the Consortium is not put on holiday by MNGL or black listed by any Government Department Public Sector.

3. Bid Evaluation Criteria:-

3.1 Technical

3.1.1 Experience Criteria - As per Annexure – I of IFB.

- 3.2 Bidder shall not be affiliated with a firm or entity, (i) that has provided consulting services related to Works to Employer during preparatory stages of Works or of the Project of



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which the Works form a part, or (ii) that has been hired (or is proposed to be hired) by Employer as Engineer/ Consultant for the contract.

- 3.3 Bidder shall meet the technical, as well as, commercial qualification criteria as stated above. Bidder shall furnish necessary documentary evidence such as LOA Copy/ Audited Financial Statement along with the bid, to justify meeting the stipulated qualification criteria. In absence of requisite documents, MNGL reserve the right to reject the bid without making any reference to the bidder.

4. One Bid per Bidder

- 4.1 A firm shall submit only one bid in the same bidding process, either individually as a bidder or as a member of consortium. No firm can be a subcontractor while submitting a bid individually or as a member of a consortium in the same bidding process. A firm, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity. 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.

B. BIDDING DOCUMENTS

5.0 Content of Bidding Document

- 5.1 The Bidding Documents/ Tender Documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITB Clause 7.

- 5.2 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 submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid.

6.0 Clarification of Bidding Documents

- 6.1 A prospective bidder requiring any clarification(s) of the Bidding Documents may notify MNGL in writing or by fax or e-mail at MNGL's mailing address indicated in the Invitation for Bids not later than 3 days prior to the deadline. MNGL may, if deem appropriate, respond in writing to the request for clarification. Written copies of MNGL's 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 same not received by the Employer, three days prior to the bid due date, the same is liable to be considered as no clarification/information required.

[In pre-bid meeting conference, all questions/ queries should be referred to MNGL on or before scheduled date of pre-bid conference. The question/ 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]

7.0. Amendment of Bidding Documents



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

C. PREPARATION OF BIDS

8.0 Language of Bid

- 8.1 The bid prepared by the bidder and all-correspondence/drawings and documents relating to the bid exchanged by bidder and MNGL shall be written in English language. Any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation duly authenticated by the chamber of commerce of Bidders country, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern. Metric measurement system shall be applied.

9.0 Bid Prices

- 9.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Document, based on the unit rates and prices submitted by the Bidder and accepted by the EMPLOYER.
- 9.2 Prices must be filled in format for 'Schedule of Rates' enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the bid is liable to be rejected.
- 9.3 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the SOR.
- 9.4 All duties and taxes including applicable Custom duty, Works Contract tax and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates and prices and the total bid price submitted by the bidder.
- 9.5 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account except statutory variations in excise duty and sales tax as mentioned below.



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- Statutory variations in excise duty and sales tax on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to MNG L. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to MNG L.
- 9.6 The Bidder shall quote the prices both in figures as well as in words. There should not be any discrepancies between the price indicated in figures and the price indicated in words. In case of any discrepancy, the price indicated in words shall prevail over the price indicated in figure.
- 9.7 Alternative bids shall not be considered.
- 9.8 Discount, if any, must be indicated in the space provided in Schedule of Rates only. Conditional discount, if offered, shall not be considered for evaluation.
- 9.9 The bidder shall have to raise the Cenvatable invoice in the name of Officer-In-Charge MNG L, Pune
- 10.0 **Bid Currencies** [Applicable for International Competitive Bidding]
- 10.1 Indian Bidders may submit bid in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders.
- 10.2 Currency once quoted will not be allowed to be changed. EMPLOYER shall not be compensating for any exchange rate fluctuation.
- 10.3 Foreign Bidders may submit bid in US Dollars.
- 10.4 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) and wishing to be paid accordingly shall so indicate 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.
- 11.0 **Bid Validity**
- 11.1 Bids shall be kept valid for 4 (four) month from the final bid due date.
- 11.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax / 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 Clause 12 in all respects.
- 12.0 **Bid Security**
- 12.1 Pursuant to Clause-4A, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids (IFB).



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- 12.2 The bid security is required to protect MNGL against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause-12.7
- 12.3 The bid security in Indian Rupees for bidders quoting in Indian currency shall be in the form of a Bank Draft/ Banker's Cheque/ Bank Guarantee.
- MNGL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.
- In case Bid Security is in the form of a Bank Guarantee or irrevocable 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 in case of Indian bidder and from any reputed International bank or Indian scheduled bank in case of foreign bidder. Bid Security shall be valid for 2 months beyond the validity of the Bid.
- 12.4 Any bid not secured in accordance with Clause-12.1 and 12.3 may be rejected by MNGL as nonresponsive.
- 12.5 Unsuccessful bidder's bid security will be discharged/ returned as promptly as possible after award of contract and signing of agreement.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's accepting the award & signing the Agreement, pursuant to Clause-30 and furnishing the Contract Performance Security pursuant to Clause-31.
- 12.7 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 Notification of Award/Fax of Intent (FOI) or
 - ii) to furnish Contract Performance Security in accordance with Clause-31.
 - iii) to accept arithmetical corrections,
- 12.8 Bid Security should be in favour of Maharashtra Natural Gas Limited and addressed to MNGL. In case Bid Security is in the form of Bank Guarantee or Letter of Credit, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee) or F-4A (Letter of Credit).
- 12.9 In case of consortium bid the Bid Security shall be submitted by Leader of Consortium.
- 12.10 **The Indian / Domestic firms registered with NSIC / MSME, under its single point registration scheme are exempted from furnishing Tender Fee & 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.**
- 13.0 **Format and Signing of Bid**
- 13.1 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons



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duly authorized 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 for unamended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.

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

14.0 Zero Deviation

14.1 Bidders shall note that if any deviation are taken to the under mentioned provisions of Bid Document by the Bidder the bid is liable to be rejection.

- 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.

15.0 Mode of Payment

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

D. SUBMISSION OF BIDS

16.0 Sealing and Marking of Bids

16.1 Bid shall be submitted in the following manner in separately sealed envelopes duly super scribed as below:

- Part-I - Techno-commercial/ unpriced Bid
- Part-II - Priced Bid
- Part III - Original Bid Security

16.2 Part-I shall contain original of UNPRICED BID complete with all technical and commercial



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details other than price (with prices blanked out and copies of bid security). The unpriced bid shall be enclosed in separately sealed envelopes duly marked and addressed to the Employer. The envelope shall also indicate the name of the bidder.

- 16.3 Part-II - PRICED BID shall be submitted in one original with duly filled in Price schedule sealed in a separate envelope duly marked and addressed to the Employer.
- 16.4 Part-III - BID SECURITY/Tender Fees in original shall be submitted sealed in a separate envelope duly marked and addressed to the Employer.
- 16.5 The three envelopes containing PART-I, PART-II and PART-III should be enclosed in a larger envelope duly sealed and marked and also bear the name and address of the Bidder and Tender No.
- 16.6 If the outer envelope is not sealed and marked properly, MNGL will assume no responsibility for the Bid's misplacement or premature opening.
- 16.7 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected.
- 17.0 **Deadline for Submission of Bids**
- 17.1 Bids must be received by MNGL at the address specified in the Invitation for Bids (IFB) not later than the date and time stipulated in the IFB.
- 17.2 MNGL may, in exceptional circumstances and 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 submission of bids, in which case all rights and obligations of MNGL and the bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 18.0 **Late Bids**
- 18.1 Any bid received by MNGL after the deadline for submission of bids prescribed on main body of IFB will be rejected and returned unopened to the bidder. However MNGL reserve the right to consider late bid under special conditions.
- 19.0 **Modification and Withdrawal of Bids**
- 19.1 The bidder may modify or withdraw his bid after the bid submission but before the due date for submission, provided that written notice of the modification/ withdrawal is received by MNGL prior to the deadline for submission of bids.
- 19.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 16, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.
- 19.3 No bid shall be modified after the deadline for submission of bids.



**MAHARASHTRA
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- 19.4 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 pursuant to Sub-Clause 12.7.

E. BID OPENING AND EVALUATION

20.0 Bid Opening

20.1 Unpriced Bid Opening (Part –I & Part – III)

MNGL will open bids, including withdrawals and modifications made pursuant to Clause 14, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the IFB. The bidders' representatives, who are present, shall sign a bid opening register evidencing their attendance.

20.2 Priced Bid Opening (Part –II)

20.2.1 MNGL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening. The bidders' representatives, who are present, shall sign a register evidencing their attendance.

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

21.0 Process to be Confidential

21.1 Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons officially concerned with such process. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

22.0 Contacting the Employer

22.1 From the time of bid opening to the time of Contract award, if any bidder wishes to contact the Employer on any matter related to the bid, it should do so in writing.

22.2 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.

23.0 Examination of bids and Determination of Responsiveness

- 23.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid
- a) meets the Bid Evaluation Criteria;
 - b) has been properly signed;
 - c) is accompanied by the required securities;
 - d) is substantially responsive to the requirements of the bidding documents; and



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- e) provides any clarification and/ or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 23.2.
- 23.2 A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding documents without material deviations or reservations. A material deviation or reservation is one
- that affects in any substantial way the scope, quality, or performance of the Works;
 - that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
 - whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 23.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 24.0 **Correction of Errors**
- 24.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and
 - where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 24.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.
- 25.0 **Conversion to Single Currency for Comparison of Bids - NOT APPLICABLE**
- 26.0 **Evaluation and Comparison of Bids**
- 26.1 The evaluation and comparison of bids will be done as per the provisions of the bid evaluation criteria as per Annexure – I to ITB (to be separately enclosed along with bidding document against individual tenders).
- F. AWARD OF CONTRACT**
27. **Award**
- 27.1 Subject to Clause 23, MNGL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the contract.
28. **Employer's Right to Accept Any Bid and to Reject Any or all Bids**
- 28.1 MNGL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability



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to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for MNGL'S ACTION.

29. Notification of Award

29.1 Prior to the expiration of period of bid validity MNGL will notify the successful bidder in writing by fax, cable or telex 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.

29.2 Delivery/ completion period shall be counted from the date of notification of award / Fax of Intent.

The notification of award will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per Clause 30 of ITB.

Upon the successful bidder's furnishing of contract performance security, pursuant to Clause 31 of ITB, MNGL will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to Clause 12 of ITB.

30. Signing of Agreement

30.1 MNGL will award the Contract to the successful bidder, who, within 15 days of receipt of the same, shall sign and return the acceptance copy to MNGL.

30.2 The successful bidder shall be required to execute an AGREEMENT in the proforma given in of this standard bidding document on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

31. Contract Performance Security

31.1 Within 15 days of the receipt of the notification of award/ Fax of Intent from MNGL, the successful bidder shall furnish the contract performance security in accordance with Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

31.2 The contract performance security shall be for an amount equal to 10% of the value of the contract towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee/ DD/ 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 shall be valid for a period as stated in Article-6 of General Conditions of The Contract.

31.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event MNGL may award the order to the next lowest evaluated bidder or call for new bids.



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32. Corrupt or Fraudulent Practices

32.1 MNGL requires that bidders/ contractors observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the Employer:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i) "corrupt practice" means the offering, giving or soliciting of anything 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 Employer, 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 Employer 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 and put on holiday, either indefinitely or for a stated period of time if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.



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ANNEXURE TO INSTRUCTIONS TO BIDDERS (ITB)



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CONTENTS

Sl. No.	Description
1)	Annexure-I : Bid Evaluation Criteria
2)	Annexure-II : List of Formats



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**BID EVALUATION CRITERIA
{Annexure – I TO Instruction to Bidder (ITB)}**



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EVALUATION / COMPARISON OF BIDS

- 1.0 The Employer will examine the bids to determine whether the bids are complete as per Check List, Stamped and signed on each page and are in order.
- 2.0 **EARNEST MONEY DEPOSIT**
The bids without requisite EMD and / or EMD not in the prescribed proforma will not be considered and bids of such bidders shall be rejected.
- 3.0 **DEVIATION TO STIPULATIONS**
“It may be noted that since this is zero deviation tender the bidder is advised to quote strictly as per terms & conditions of tender document & not to stipulate any deviation/ exception. Offers requesting deviation shall not be amended for further evaluation & shall be summarily rejected”.
- 4.0 **CONFORMANCE TO SCOPE OF WORK**
Bidder will be required to confirm to the Scope of Work, Schedule of Rates and Job Specification/ Technical Specifications.
- 5.0 **CONFORMANCE TO SCOPE OF SUPPLY**
Bidder will be required to confirm to the Scope of Supply, Schedule of Rates and Jobs Specification/ Technical Specifications.
- 6.0 **DETERMINATION OF RESPONSIVENESS**
The bid submitted by the bidder should be responsive to the requirements of the Bidding Document. A responsive bid is one which conforms to the terms, conditions and specifications of the Bidding Document and Bid Evaluation Criteria without **Deviation**.
- 7.0 Bidders are advised to quote strictly as per terms and conditions of the Bidding Document and not to stipulate any deviation/ exception as it is “No Deviation” tender. Offers with any Exception/ deviation shall be liable for rejection.
- 8.0 Bidder will be required to establish up to the satisfaction of Owner that the resources proposed to be deployed by the bidder are in conformity with the WORK REQUIREMENT.

The following requirement must be noted while submitting the resource deployment details.

i) Construction Equipments

Mechanized type of construction equipments should be considered. All requisite equipments such as cranes, diesel generators, compressors, welding machines, pumps, tractor-trailor, etc. shall be considered. Deployment of minimum equipments must be furnished.

ii) Deployment of Supervisory/ Skilled Personnel

Bidder must furnish a site organization with qualified and experienced personnel in adequate numbers keeping in view the specific requirement for this work. Bidder will prepare & submit these details also keeping in view the minimum no. of skilled personal.



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9.0 EVALUATION OF PRICE BIDS

- i) The price part of only those bidders will be evaluated whose bid is technically and commercially acceptable to Owner.
- ii) Quoted price for the complete scope of work and supply as per SOR shall be taken into account for arriving at the lowest evaluated price.

10.0 BIDDERS MUST CHECK THAT THEIR BID IS COMPLETE IN ALL RESPECTS WITH ALL DETAILS AS PER VARIOUS FORMATS ENCLOSED IN INSTRUCTIONS TO BIDDERS, CHECK LIST AND COMMERCIAL QUESTIONNAIRE REPLIED

Issue of any technical/ commercial questionnaire or having any classificatory discussions, in general, is not envisaged. Bidders in their own interest must ensure that their bid is complete in all respects complying with the requirement of Instructions to Bidders and have furnished all details/ clarifications/ confirmations. Also note that all details/ documents shall be submitted in relevant SECTIONS and mentioned in CHECK LIST.



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LIST OF FORMATS

{Annexure – II TO Instruction to Bidder (ITB)}



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CONTENT

Sl. No.	Description
1)	F-1 : Bidder's General Information
2)	F-2 : Bid Form
3)	F-3A : Financial Detail
4)	F-4 : Proforma for Bank Guarantee for EMD/ Bid Security Instruction for Furnishing Bid Guarantee/ Bank Guarantee
5)	F-5 : Letter of Authority
6)	F-6 : No Deviation Confirmation
7)	F-7 : Certificate
8)	F-8 : Details of Similar Work done during past five years
9)	F-9 : Present commitments of the Bidder
10)	F-10 : Proforma of Bank Guarantee for Contract Performance Security



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

To
M/s Maharashtra Natural Gas Limited

- 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**

To
M/s Maharashtra Natural Gas Limited

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.

SIGNATURE

SEAL AND

DATE: _____

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)
WITNESS NAME:
ADDRESS:



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**F-3A
FINANCIAL DETAIL**

EACH BIDDER MUST FILL IN THIS FORM

a) Annual Turnover data for the last 3 years.

Year	Currency	Amount	Ex. Rate (*)	Amount (INR) (*)
Year 1				
Year 2				
Year 3				

1. The information supplied should be the Annual Turnover of the Bidder.
2. A brief note should be appended describing thereby details of turnover along with audited balance sheet with profit & loss account statement for the last 3 years.

b) Annual Net-worth data for the last 3 years.

Year	Currency	Amount	Ex. Rate (*)	Amount (INR) (*)
Year 1				
Year 2				
Year 3				

1. Net Worth = Reserves + Capitals – Accumulated Loss

(SEAL AND SIGNATURE OF BIDDER)

(*) To be filled by Employer



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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,

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: _____



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**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.



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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,

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.



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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



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**F-7
CERTIFICATE**

To,
Maharashtra Natural Gas Limited,

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)



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F-8

DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS

Description of the work	Location of the work	Full Post Address and Phone nos. of Client & Name of Officer-in charge	Value of Contract	Date of Commencement of work	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in project completion, if any

Note: Copies of letter of award and completion certificate for the above works to be enclosed.

The work completed earlier than three years need not be indicated here.

The list of work, not of similar nature need not be indicated here.

Failing to comply aforementioned instructions may lead to rejection of bid.

(SEAL AND SIGNATURE OF BIDDER)



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PRESENT COMMITMENTS OF THE BIDDER

Full Postal Address and phone nos. of Client & Name of Officer-in-charge	Description of Work	Date of Commencement of Work	Scheduled Completion Period	%Age Completion as on Date	Expected Date of Completion	Remarks

Note: This list must be a full list of all type of works in hand

(SEAL AND SIGNATURE OF BIDDER)



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F-10

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

TO:
M/s Maharashtra Natural Gas Limited

Dear Sir,

M/s _____ have been awarded the work of _____ for Maharashtra Natural Gas Limited, PUNE.

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.
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.



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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.



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General Conditions of Contract (GCC)

ARTICLE 1.0: DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2.0: PERFORMANCE OF DUTIES AND SERVICES BY SERVICE PROVIDER

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



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

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

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

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

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

ARTICLE 3.0: MNGL'S REPRESENTATIVE

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

ARTICLE 4.0: SERVICE PROVIDER'S REPRESENTATIVE

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

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

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

ARTICLE 5.0: PAYMENT TERMS

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



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

ARTICLE 6.0: PERFORMANCE GUARANTEE

- 6.1 Service Provider shall submit to MNGL an unconditional, irrevocable and on first demand guarantee from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs.100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

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

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

ARTICLE 7.0: CONFIDENTIALITY

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

ARTICLE 8.0: TAXES AND DUTIES

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



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- 8.2 Statutory variation in taxes (CST, LST, WCT, withholding tax , service tax etc.) and duties, if any, within the contractual completion period shall be borne by MNGL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.
- 8.3 Service Provider will not claim from MNGL any taxes paid by him.
- 8.4 MNGL shall deduct Income tax at source at applicable rates.

ARTICLE 9.0: RESOLUTION OF DISPUTES / ARBITRATION

- 9.1 MNGL and Service Provider shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 9.2 All disputes, controversies, or claims between the parties (except in matters where the decision of the Executive/Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

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

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

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

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

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



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

ARTICLE 10.0: LEGAL CONSTRUCTION

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

ARTICLE 11.0: SUSPENSION OF THE PERFORMANCE OF DUTIES AND SERVICES

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

11.2 Upon notice of suspension, Service Provider shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.

11.3 Upon suspension of the performance of services, Service Provider shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.

11.4 By fifteen days prior notice, MNGL may request Service Provider to resume the performance of the services, without any additional cost to MNGL.

11.5 In case of suspension of work by Service Provider on MNGL's request for more than 10 days, demobilization and remobilization charges will be paid to Service Provider as per Schedule of Rates.

11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

ARTICLE 13.0: ASSIGNMENT

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

ARTICLE 14.0: INDUSTRIAL AND INTELLECTUAL PROPERTY



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

ARTICLE 15.0: LIABILITIES

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

ARTICLE 16.0: TERMINATION OF CONTRACT

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



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or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MNGL.

16.3 Termination for convenience

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

ARTICLE 17.0: MODIFICATION

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

ARTICLE 18.0: CONTRACT/AGREEMENT

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

ARTICLE 19.0: FORCE MAJEURE

Shall mean and be limited to the following:

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

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

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

Service Provider shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the



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event of any force majeure cause, Service Provider or the MNGL shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Service Provider without being subject to price reduction for delayed completion, as stated elsewhere.

ARTICLE 20.0: RECTIFICATION PERIOD

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

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

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

ARTICLE 21.0: SUB CONTRACT

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

ARTICLE 22.0: NOTICES

22.1 Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

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

ARTICLE 23.0: ACQUISITION OF DATA

If required, SERVICE PROVIDER shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. MNGL, if requested in writing by SERVICE PROVIDER, may assist the Service Provider in the said



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acquisition by way of issue of recommendatory letters only. All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the SERVICE PROVIDER.

ARTICLE 24.0: Contract / Completion Period :

- i) Contract shall be for the period of one year from the date on the Purchase Order.
- ii) The Concern Officer In Charge will intimate by written email or delivery order for the required material quantity. Each assignment shall be completed with 7 days from the date of intimation by Officer In Charge

ARTICLE 25.0: Insurance:

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

i) EMPLOYEES STATE INSURANCE ACT (ESI) :

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

The Service Provider agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the Service Provider's or subcontractor's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The Service Provider shall deduct and secure the agreement of the to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The Service Provider shall remit and secure the agreement of to remit to the State Bank of India. Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The Service Provider agrees to maintain all Cards and Records as required under the Act in respect of employees and payments and the Service Provider shall secure the agreement of the to



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maintain such records. Any expenses incurred for the contribution, making contributions or maintaining records shall be to the Service Provider's account.

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

ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

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

iv) ACCIDENT OR INJURY TO WORKMEN:

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

ARTICLE 26.0: DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY :

- I) Service Provider shall be responsible for making good to the satisfaction of the OWNER any loss or any damage to structures and properties belonging to the OWNER or being executed or procured or being procured by the OWNER or of other agencies with in the premises of all the work of the OWNER, if such loss or damage is due to fault



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and/or the negligence or willful acts or omission of the Service Provider, his employees, agents, representatives etc.

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

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

ARTICLE 27.0: In case the Service Provider fails to provide the required services under the contract to the satisfaction of MNGL, MNGL reserves the right to get the services through alternate agencies at the risk and cost of service provider and penal deduction shall be made, from the service provider's bills and the decision of MNGL in this connection shall be final and binding on the service provider.

ARTICLE 28.0: The tenderer hereby agrees to provide services and necessary such provision to carry out the work as given in the scope and description of work.

ARTICLE 29.0: The work executed shall be to the satisfaction of MNGL and contract rules shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for the completion in an efficient and workman like manner.

ARTICLE 30.0: The service provider (which shall include the contracting firm / company) shall be solely liable to obtain and abide by all necessary license / permissions from the concerned authorities as provided under the various labour laws / legislation including labour license from the competent authority under The Contract Labour (Regulation & Abolition) Act 1970.



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ARTICLE 31.0: The tenderer should have his PF account no. with Regional Provident Fund Commissioner and shall submit to the COMPANY proof of depositing the employee's contribution, on monthly basis.

ARTICLE 32.0: The service provider shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, The Employees State Insurance Act 1948, The Contract Labour (Regulation and Abolition) Act 1970, The Minimum Wages Act 1948, The Payment of Wages Act 1936, Workmen's Compensation Act, 1923 and other relevant Acts rules and regulations in force from time to time in respect of the person deployed by him to carry out the obligation under the contract.

ARTICLE 33.0: The service provider shall be responsible for necessary contributions towards PF, ESI or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the service provider for rendering services to MNGL and shall deposit the required amounts with the concerned statutory authorities on or before due dates. Each service provider shall obtain a separate P.F. number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees PF and shall be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of MNGL.

ARTICLE 34.0: The service provider shall regularly submit all relevant records / documents in this regard to MNGL representative for verification and upon such satisfaction only, MNGL will allow payment to the service provider.

ARTICLE 35.0: The service provider shall ensure and will be solely responsibly for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The service provider shall be directly responsible and indemnify the company against all charges, claims, dues and employment of personnel deployed by him.

ARTICLE 36.0: The service provider shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the service provider.

ARTICLE 37.0: The tenderer shall not engage any person(s) less than eighteen years of age and shall not pay less than what is prescribed under law.

ARTICLE 38.0: **MNGL RESERVES THE RIGHT TO:**

- i. Reduce the rates at which payment shall be made if the quantity and quality of services although acceptable is not up to required standard.



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- ii. Issue the Service provider from time to time during the progress of the service such further instructions as shall be necessary for the purpose of proper and adequate execution of the service and the Service provider shall carry out and be bound by the same.
- iii. In order the service provider to remove or replace any person engaged in providing the services to the COMPANY whom the company considers incompetent or unsuitable. Opinion of the representative in the competence of any person engaged by the service provider shall be final and binding on the service provider.

ARTICLE 39.0: AWARD OF CONTRACT: -

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

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

ARTICLE 40.0: The Service Provider shall be required to obtain requisite labour license / permission from the appropriate authorities as provided under the various labour regulations, before undertaking any contract work. The Service Provider shall exclusively be liable for compliance of the provisions of any Act, laws, rules and regulations having execution, taking over engagement of his personnel directly or indirectly for execution of work and the Service Provider hereby undertakes to indemnify the company against all actions, suits, proceedings, claims, losses, damages etc. which may arise due to his noncompliance of the provisions under various laws mentioned in this document or not herein specifically mentioned but having direct or indirect application for the persons engaged under the contract. Company shall not be liable in respect of any damages or compensation for any injury or for any occupational diseases, to the employment to any person engaged by the Service Provider and the Service Provider shall keep the company indemnified thereof.

ARTICLE 41.0: During the currency of the job, if the work progress does not commensurate with time elapsed in respect of any person / persons engaged, the service provider shall be liable to pay the company compensation as may be considered reasonable by the company.

ARTICLE 42.0: In case of any default for more than three days in respect of services to be provided in accordance with the requirements specified by the officer in charge, Company will have the right to avail the services from other sources at the risk and cost of the service provider or terminate the contract and forfeit his security deposit etc.



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ARTICLE 43.0: The company for any reason whatsoever of which the company shall be the sole judge may terminate this contract by giving notice of 30 days and the service provider shall vacate the work place with his men and material on the expiry of such notice period in the event of such termination of the contract. The service provider shall be paid for all the work executed up to the date of terminations of the contract including refund of security deposit subject to deduction of any dues, penalties, other recoveries etc within a period of two months at the discretion of the officer in charge.

ARTICLE 44.0: MNGL reserve right to shortclose/ Terminate the contract a ny time based on non-performance/ poor performance during contractual period by giving 15 days notice.

ARTICLE 45.0: The service provider shall be liable for making good all damages / losses arising out of theft, pilferage of any furniture, equipment, fittings, fixtures, utensils, appliances whatsoever as may be caused directly or indirectly by the persons engaged by the service provider. At the appointed date, place hour the service provider shall make available persons to be engaged along with appropriate tools wherever stated.

ARTICLE 46.0: The service provider shall take charge of all the materials handed over to him by the company and will be responsible for any loss/damage thereof.

ARTICLE 47.0: The service provider shall issue an identity card to all its employees engaged for the services to be provided. The service provider shall also provide at his own cost materials, uniforms etc to his employees. All the safety rules and regulations will be observed by the persons engaged under this contract.

ARTICLE 48.0: The contract shall be directly and exclusively responsible for any liability arising due to any dispute between him and his employees and shall indemnify the company against all charges, dues, claims etc arising out of the disputes relating to the dues and employments of personnel deployed by him.

ARTICLE 49.0: The service provider shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligation.

ARTICLE 50.0: For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the service provider and out of such amount or the amounts likely to fall due to the service provider (but without obligation to do so) make such payments as it may consider necessary for smooth working.



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- ARTICLE 51.0:** Service provider shall deploy the resources as per requirements.
- ARTICLE 52.0:** The company shall have the power to issue necessary instructions to the service provider concerning discipline, decorum, work performance, safety etc. in respect of the employees of the service provider engaged by him for providing the services to the company and the service provider shall ensure compliance of all such instruction strictly.
- ARTICLE 53.0:** No payments shall be payable other than schedules payment to the service provider.
- ARTICLE 54.0:** The quoted rates shall be inclusive of Leave wages & other statutory payments for providing such services.
- ARTICLE 55.0:** Income tax as per rule, any other taxes shall be deducted from Service provider's monthly bill / bills. Income Tax deduction certificate shall be issued to the service providers.
- ARTICLE 56.0:** The bidder shall deemed to have quoted after having satisfied himself to the total nature of work, site of work, surrounding the means access transport availability of services & to have obtained his information on all matters which can in any way influence his offer.
- ARTICLE 57.0:** Bidder to confirm the unconditional acceptance to the following clauses of the tender
- i) Security Deposit./Performance bank guarantee
 - ii) Schedule of Rates.
 - iii) Termination.
 - iv) Scope of Work.
 - v) Arbitration.
 - vi) Period of Validity of Offer.

ARTICLE 58.0: DOCUMENTS:

58.1 GENERAL

The tenders as submitted will consist of the following:

- i) Complete set of Tender Documents (Original) duly filled in and signed by the tenderer as prescribed in different clause of the Tender Documents.
- ii) Power of Attorney or a true copy thereof duly attested by an officer in case an authorised representative has signed the tender, as required
- iii) Details of work of similar type and magnitude carried out by the Tenderer.
- iv) Organisation chart giving details of field management at site, the tenderer proposes to have for this job.



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v) Latest Balance sheet and profit & Loss Account duly audited.

59 Price Reduction Schedule For Delayed Delivery

59.1 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.

59.1.1 Deductions shall apply as per following formula:

In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @1/2 % of the each assignment value per complete week of delay or part thereof subject to a maximum upto 5% of the each assignment value.

59.2 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.

59.3 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.



**MAHARASHTRA
NATURAL GAS LIMITED**

**Annual Rate Contract For Supply of Stationary
Materials at MNGL, Pune.**

Bid No.: MNGL/C&P/2016-17/124

BIDDERS' ELIGIBILITY CRITERIA (BEC)

1. **Name of Work** : Annual Rate Contract for supply of stationary materials at MNGL Pune

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

A) TECHNICAL:

1.0 The Bidder should have executed a similar type of work of order value not less than Rs. 1.90 Lacs in a single order OR two work orders of order value not less than Rs. 95,000/- in last five years reckoned from the bid due date.

To meet the above criteria, bidder must submit documentary evidences viz. detailed Work Order copies, completion certificate / performance certificate from Client 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.

B) FINANCIAL:

1. **Turn Over**

The Bidder must have achieved a minimum turnover of Rs. 1,90,000/- in any one of the last 3 (three) audited financial years i.e.2013-14, 2014-15 & 2015-16.

2. **Net Worth**

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

3. **Working Capital**

The bidder should have a minimum working capital of Rs. 38,000/- as per latest audited balance sheet i.e. for the year 2015-16.

If the bidder's working capital is inadequate, the bidder should supplement this with a letter from bidder's bank having net worth not less than Rs.100 crores, confirming the availability of line of credit to cover the inadequacy of previous year i.e. 2012-13 and meet the current working capital requirement.

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

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



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SPECIAL CONDITIONS OF CONTRACTS

1. Quotation should be submitted only in the prescribed Scheduled Tender format duly signed by the tenderer, as per covering letter MNGL/C&P/2016-17/124 dated 25.03.2017 on or before the due date / time of closing of the tender. Tenders received after the due date / time will not be considered.
2. The tenderer should study the entire tender document carefully and understand the conditions before quoting. If there are any doubts, he should obtain clarification from Dy. Manager (C&P) but this shall not be a justification for late submission or extension of opening date / time of the tenders.
3. The tenderer should quote for all items in the tender schedule. The rate should be expressed both in figures and words. Wherever discrepancy exists between the two, the rate expressed in words will prevail.
4. All entries in the tender documents should be in Ink / typed. Corrections, if any, should be attested by full signature of the tenderer.
5. Every page of the tender document shall be signed by the tenderer or his authorized representative.
6. Incomplete / conditional tender quotations or those revised late and/or not confirming to the terms and conditions of the tender documents will be rejected.
7. The company shall not be responsible for any delay in receiving the offers and reserves the right to reject / accept any or all bids without assigning any reason whatsoever and / or to negotiate with the tenderer (s) in the manner the company considers suitable.
8. Following clauses should be considered :
 - i) Counter terms and conditions would not be accepted
 - ii) Overwriting should be avoided. Corrections, if any, should be initialed by the tenderer.



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9. All tax components as applicable shall be quoted in percentage only. If any of the bidder does not mention any taxes, duties etc., it shall be presumed that the prices are inclusive of all taxes and duties.
10. The quantity required for each item is for the period of 1 year. Quantity may increase or decrease by 20%.
11. Terms of payment: - 100% payment after 15 days from the receipt of the material & invoice accepted by Officer In Charge.



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Schedule of Rates (SOR)