 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>REPLY TO BIDDERS QUERIES TO TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG &amp; CGD NETWORK OF MNGL, PUNE</b> <b>Bid No.: MNGL/C&amp;P/2017-18/36</b>
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Date: 28.07.2017

**Replies to Queries of the Bidders**

**SUB: Replies to queries of the bidders for Tender for rate contract for the period of 2 years for hiring of Third Party Inspection Agency (TPIA) for CNG & CGD Network of MNGL, Pune**

REF: Bid Document No. MNGL/C&P/2017-18/36 dated 14.07.2017

Dear Sir,

Following are the replies to queries of the bidders. Kindly note the same.

Sr. No.	Bidder's Query / Clarification	MNGL' Reply
	<b>Commercial:</b>	
1	Whether a Govt PSU is exempted from paying EMD against Bid Security.	Please refer Cl. No. 28.8 of Instructions to Bidders of tender document for EMD Exemption. For all other bidders, tender condition prevails.
2	<b>PAYMENT TERMS</b> Cl. No. 3.5.1 (Page 27 of 72) We note that payment from MNGL is via a par cheque. The bidder does not usually accept this method of payment, can MNGL consider bank transfer as a mechanism for payment?	MNGL shall pay for the services rendered as per stipulation in the tender through NEFT / RTGS.
3	<b>CONFIDENTIALITY</b> Cl. No. 3.7 (Page 28 of 72) Can MNGL clarify when the confidentiality obligations will expire? (i.e. 3 years or 5 years following the expiry of the contract)	Confidentiality obligations will expire after 5 years following the expiry of the contract.
4	<b>LIABILITIES</b> Cl. No. 3.15.1 & 3.15.2 (Page 31 of 72) The bidder requires a fully mutual hold harmless indemnity provision to be incorporated into the contract. The reason for this is that each party is more familiar with and in a better position to control, insure and protect its own employees, equipment and property. Each party knows the employees' qualifications and the equipment/property parameters	Tender condition prevails.




**MAHARASHTRA  
NATURAL GAS LIMITED**


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

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


	<p>better than any other party, so it is more practical for each company to bear responsibility for their own employees, equipment and property.</p> <p>We therefore request that 3.15.1 &amp; 3.15.2 is replaced with:</p> <p><b>3.15.1 SERVICE PROVIDER shall indemnify MNGL from and against any claim concerning:</b> a) <i>personal injury to or loss of life of any employee of SERVICE PROVIDER, and</i> b) <i>loss of or damage to any property of SERVICE PROVIDER and arising out of or in connection with the Work. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of MNGL.</i></p> <p><b>3.15.2 MNGL shall indemnify SERVICE PROVIDER from and against any claim concerning:</b> a) <i>personal injury to or loss of life of any employee of MNGL, and</i> b) <i>loss of or damage to any property of MNGL and arising out of or in connection with the Work. This applies regardless of any form of liability whether strict or by negligence, in whatever form, on the part of SERVICE PROVIDER.</i></p>	
5	<p>LIABILITIES Cl. No. 3.15.3 (Page 31 of 72) We appreciate that MNGL has incorporated a limitation of liability provision within its contract, however the wording of the provision is not sufficient to limit the liability of the SERVICE PROVIDER under India Law.</p> <p>Can we request that the limitation of liability wording is amended to read: <i>“Notwithstanding any provision in the CONTRACT to the contrary, SERVICE PROVIDER's maximum cumulative liability to MNGL for all delays, losses, damages, liabilities and obligations whatsoever and howsoever arising (whether under the Contract, in tort or otherwise), regardless of cause and regardless of SERVICE PROVIDER's negligence, which are suffered or incurred by the MNGL and which are directly or indirectly connected with the CONTRACT</i></p>	Tender condition prevails.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>REPLY TO BIDDERS QUERIES TO TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG &amp; CGD NETWORK OF MNGL, PUNE</b> <b>Bid No.: MNGL/C&amp;P/2017-18/36</b>
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	<i>shall be limited to an amount equal to 100% of the contract value.”</i>	
6	<p><b>NEW PROVISION CONSEQUENTIAL LOSS</b> The bidder requests that the following wording is incorporated as a new condition to cover each parties consequential and indirect loss:</p> <p><i>“Neither party shall in any way be held liable towards the other party for any of the other party’s or its affiliates’ consequential or indirect loss, including but not limited to interruption or loss of business, contract or revenue, loss of goodwill, loss of profit, loss of production, wasted overhead, cost of substitute equipment, downtime costs or other special, punitive or other forms of indirect losses, howsoever such may arise, whether under contract, tort (including negligence), strict liability or otherwise.”</i></p> <p>It is not possible for either party to foresee consequential losses during execution of a contract. Thus, it is unreasonable to request either party to be liable for such unpredictable losses. This principle is generally accepted internationally and cross industries as it is neutral and to the benefit for both parties.</p>	Tender condition prevails.
7	<p>Section III : Instructions to bidders (ITB) : 12.5.1.1 Part A – Unpriced Bid (Page 18 of 72) Power of attorney of the Signatory to bid.</p> <p>Is Board Resolution acceptable on behalf of Power of Attorney?</p>	In case, Director is signing the bid, Board Resolution is acceptable. In case of any other person signing the bid, power of attorney is required.
8	<p>Right of Termination: We would request MNGL to give us right to terminate contract by serving 7 days advance notice.</p>	No. Tender condition prevails.
9	<p>Could you kindly inform us whether MNGL will award the whole contract to L1 bidder or will it get distributed among L1/L2/L3 bidders? If MNGL is going to distribute contract among L1/L2/L3 bidders then what will be the proportion of distribution of contract to bidders? Kindly confirm.</p>	Please refer Cl. No. 2.0 of Bidders Eligibility Criteria as per Annexure – I to IFB.
10	<b>Extension of Due date and time for receipt of bids</b>	<b>Due date and time for receipt of bids is extended upto 04.08.2017, 15:00 hours.</b>

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>REPLY TO BIDDERS QUERIES TO TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG &amp; CGD NETWORK OF MNGEL, PUNE</b> <b>Bid No.: MNGEL/C&amp;P/2017-18/36</b>
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Sr. No.	Bidder's Query / Clarification	MNGEL' Reply
	<b>Technical:</b>	
1	<p>Scope of work (Page 35 of 72) Bidder understand that, the subject tender is for the inspection of the items / equipment's of CNG and city gas distribution projects all over india, Bidder would like to know the locations of vendors wherein the inspections to be carried out. Which will help us to submit our competitive commercial proposal.</p>	Vendors shall be from anywhere in India as per tender terms.
2	<p>Annexure-I to ITB - Bidder's Eligibility Criteria (Technical) (Page 6 of 72) The bidder should have successfully executed, at least one single order of similar work such as Third Party Inspection services for inspection of products at Vendor / Manufacturer's works for City Gas Distribution (CGD)Industry / Oil &amp; Gas Industry in India, having a value not less than Rs.4.46 Lacs, in any of the last 5 years reckoned from the bid due date.</p> <p>As TPIA we have more than 09 Years' experience in city gas distribution project for PE&amp; PNG work. Previously we had done vendor inspection for our client M/s. Alstom India Ltd., M/s. Siemens India Ltd. so can we qualify for this tender?</p>	Tender condition prevails. You have to submit the documents for qualifying Cl. No. 1.1 of Bidders Eligibility Criteria as per Annexure – I to IFB.
3	We request MNGEL to kindly inform us addresses of inspection locations, number of vehicles whether 4 wheelers or 2 wheelers for transportation, approximate distance between inspection location and nearby city / town. We need these details for scientific costing and price estimation of this project.	Vendors shall be from anywhere in India as per tender terms. Also refer Cl. No. 3.9 (Travel Charges) of Special Conditions of Contract.
4	We have reviewed Scope of Work and noted that this is a critical and technically challenging assignment. Hence we would request MNGEL to modify PQ criteria and qualify only those bidders which are ISO 17020 certified.	Tender condition prevails.
5	As per our understanding design is not in the scope of third party inspection agency's scope. Please confirm us that our understanding is correct.	Bidders understanding is correct.
6	As per our understanding Testing of any materials are not in the scope of third party inspection agency's scope. Please confirm us that our understanding is correct.	Bidders understanding is correct.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>REPLY TO BIDDERS QUERIES TO TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF THIRD PARTY INSPECTION AGENCY FOR CNG &amp; CGD NETWORK OF MNGL, PUNE</b></p> <p><b>Bid No.: MNGL/C&amp;P/2017-18/36</b></p>
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Please submit the signed & stamped copy of Replies to Queries of the Bidders along with tender document with your techno-commercial offer as a token of acceptance.

All the others terms and conditions of the bid documents are unchanged.

With regards.

Ganesh Said  
Sr. Manager (C&P)