



MAHARASHTRA NATURAL GAS LTD, PUNE
(JV of GAIL (India) Ltd & BPCL)

**BID DOCUMENT
FOR**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH
& WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE**

**UNDER LIMITED DOMESTIC
COMPETITIVE BIDDING**

Bid Document No.: MNGL/C&P/2017-18/35 dt.14.07.2017

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35</p>
---	--

CONTENTS

- PART – A : INVITATION FOR BIDS**
- PART – B : INSTRUCTION TO BIDDERS
ANNEXURES TO INSTRUCTIONS TO BIDDERS**
- PART – C : GENERAL CONDITIONS OF CONTRACT**
- PART – D : SCOPE OF WORK & SPECIAL CONDITIONS OF
CONTRACT (SCC)**
- PART – E : SCHEDULE OF RATES (SOR)**



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

PART-A

INVITATION FOR BIDS (IFB)

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

INVITATION FOR BIDS (IFB)

BID DOCUMENT NO.: MNGL/C&P/2017-18/35

Date: 14.07.2017

To,

Dear Sir,

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

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

- | | | | |
|--------------|--|----------|--|
| I. | TYPE OF BID | : | Limited Domestic Competitive Bidding |
| II. | ITEM(S) | : | Providing Watch & Ward & Traffic controller / Assistant work services at MNGL, Pune |
| III. | Period of Contract | : | 2(two) years from the date of SO / intimation by Officer-in-charge (OIC) |
| IV. | DATE & PLACE OF PRE-BID CONFERENCE | : | 21.07.2017 at 11:00 hrs at Venue given at XI |
| V. | DUE DATE OF SUBMISSION OF BID | : | 04.08.2017 upto 15:00 hrs. |
| VI-a. | BID VALIDITY | : | 4(four) months from the bid due date |
| VI-b. | EMD / BID SECURITY | : | Rs.2,00,000/- in the form DD / BG in favour of Maharashtra Natural Gas Ltd.,Pune. |
| VI-c. | EMD VALIDITY | : | 6 (six) months from the bid due date |
| VII. | TECHNO-COMMERCIAL BID OPENING DUE DATE & TIME | : | 04.08.2017 at 16.00 Hrs. |
| VIII. | VENUE | : | Address & Contact Nos. given at Sl. No. XI. |
| IX. | TENDER FEE | : | Not Applicable |
| X. | BID EVALUATION CRITERIA | : | For Complete scope of work |



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

XI. ADDRESS FOR CORRESPONDENCE & SUBMISSION OF BID DOCUMENT : Sr. Manager (C&P)
Maharashtra Natural Gas Ltd.
Plot No. 27, 1st Floor,
Narveer Tanajiwadi PMPML Bus Depot
Commercial Building, Shivajinagar,
Pune – 411005
Ph. No. 91-20-25611000
Fax No. 91-20-25511522

XII. BIDDER ELIGIBILITY CRITERIA : Annexure – I to IFB

XIII. OTHERS:

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

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

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

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

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

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

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

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

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

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

- i) Do not meet BEC Criteria
- ii) EMD/ Bid Security

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

- iii) Performance Security (Contract Performance Bank Guarantee), 10% of Annualized Contract/Order value
- iv) Resolution of Dispute/Arbitration
- v) Termination of Contract,
- vi) Offer not submitted for complete scope of work
- vii) Firm prices
- viii) Prices not quoted as per Schedule of Rates formats.
- ix) Bidder have been banned by Government of India or any its Agency/ Undertaking/ Department of Government of India.
- x) Bidder is under liquidation.
- xi) Bidder is under litigation which owner's considers a disqualification.
- xii) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xiii) Price Reduction Schedule.

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

8.0 SEALING & MARKING OF BIDS

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

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

The three envelopes, containing Part-I, Part-II & Part-III of offer, shall be duly sealed and respective cutout slip enclosed with this letter as Appendix-A shall be pasted on each envelop. Name & address of the bidder shall be mentioned on each cut-out slip. These three sealed envelopes shall be further kept in a larger envelope & which shall also be duly sealed. Cut-out slip meant for complete offer shall be pasted on it with name and complete address & contact number of the bidder.

THIS IS NOT AN ORDER

Yours faithfully,
for Maharashtra Natural Gas Limited, Pune

Ganesh Said
Sr. Manager (C&P)

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

Note:

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

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

ANNEXURE-I to IFB

“BIDDERS’ ELIGIBILITY CRITERIA”

A) BEC-Technical:

- 1.0 The Bidder must possess the required valid licenses / registrations under Private Security Agencies (Regulation) Act 2005.
- 2.0 The Bidder should have executed work of providing watch and ward and Traffic controllers services through a single work order of value not less than **Rs.54 Lacs** during the last 5(five) years reckoned from the bid due date through

Bidders must submit documentary evidence like Work Order / Letter of Award and its Completion Certificate issued by Client in support to fulfill the criteria mentioned above. In absence of requisite documents, MNGL reserves the right to reject the bid without making any reference to the bidder.

- 3.0 Bidder should have valid PF, ESIC & Goods & Service Tax (GST) registration.

B) BEC - Financial

1.0 Turnover:

The minimum annual turnover achieved by the bidder as per their audited financial results during any one of the last three financial years i.e. 2014-15, 2015-16 & 2016-17 shall be **Rs.54 Lacs**.

2.0 Net Worth:

Bidder’s net worth as per last audited financial statement i.e. for the financial year 2016-17 shall be positive.

3.0 Working Capital:

The bidder shall have minimum working capital of **Rs.10.80 Lacs** as per last audited financial year i.e. 2016-17.

If the bidder’s working capital is inadequate, the bidder should supplement this with a letter from bank, having net worth not less than Rs.100 Crores, confirming the availability of line of credit to meet the shortfall in specified working capital requirement.

Bidder shall submit Audited Balance Sheet along with Profit & Loss Statement certified by Chartered Accountant for the year 2014-15, 2015-16 & 2016-17 in support of above.

If the audited financial results of the immediate preceding financial year i.e. 2016-17 is not available, then the audited financial results of the year

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35</p>
---	--

immediately prior to 2016-17 i.e. 2015-16 shall be considered for calculation of Annual Turnover, Net Worth and Working Capital as specified at clause B of financial criteria.”

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35</p>
---	--

APPENDIX – A

CUT-OUT SLIPS (4 NOS.)

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

CUT-OUT SLIP – 1

(OUTER ENVELOPE)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : Maharashtra Natural Gas Limited

BID DOCUMENT NO : MNGL/C&P/2017-18/35

**ITEM : RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR
PROVIDING WATCH & WARD & TRAFFIC CONTROLLER /
ASSISTANT WORK SERVICES AT MNGL, PUNE**

**DUE DATE OF : 04.08.2017 upto 15:00 Hrs.
SUBMISSION & TIME**

TO,

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

FROM

NAME:

ADDRESS

PHONE NO.

FAX NO.

(To be pasted on the outer envelope containing "Priced", "Unpriced" bids & Bid Security)

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

CUT-OUT SLIP – 2

PART – I (UNPRICED BID)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : Maharashtra Natural Gas Limited

BID DOCUMENT NO : MNGL/C&P/2017-18/35

**ITEM : RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR
PROVIDING WATCH & WARD & TRAFFIC CONTROLLER /
ASSISTANT WORK SERVICES AT MNGL, PUNE**

**DUE DATE OF : 04.08.2017 upto 15:00 Hrs.
SUBMISSION & TIME**

TO,

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

FROM

NAME:

ADDRESS

PHONE NO.

FAX NO.

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

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

CUT-OUT SLIP – 3

PART – II (PRICED BID)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : Maharashtra Natural Gas Limited

BID DOCUMENT NO : MNGL/C&P/2017-18/35

**ITEM : RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR
PROVIDING WATCH & WARD & TRAFFIC CONTROLLER /
ASSISTANT WORK SERVICES AT MNGL, PUNE**

**DUE DATE OF : 04.08.2017 upto 15:00 Hrs.
SUBMISSION & TIME**

TO,

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

FROM

NAME:

ADDRESS

PHONE NO.

FAX NO.

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

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

CUT-OUT SLIP – 4

PART – III (EMD/Bid Security)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : Maharashtra Natural Gas Limited

BID DOCUMENT NO : MNGL/C&P/2017-18/35

**ITEM : RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR
PROVIDING WATCH & WARD & TRAFFIC CONTROLLER /
ASSISTANT WORK SERVICES AT MNGL, PUNE**

**DUE DATE OF : 04.08.2017 upto 15:00 Hrs.
SUBMISSION & TIME**

TO,

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

FROM

NAME:

ADDRESS

PHONE NO.

FAX NO.

(To be pasted on the envelope containing “EMD/Bid Security” bid)



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

Part-B INSTRUCTION TO BIDDERS (ITB)



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

INSTRUCTIONS TO BIDDERS

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.
- 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 past 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 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 Financial - As per Annexure – I of IFB

- 3.3 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 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.



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

3.4 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. Bids from Consortium – Not applicable

5. One Bid per Bidder

5.1 A firm shall submit only one bid in the same bidding process. No firm can be a subcontractor while submitting a bid individually 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.

6. Cost of Bidding

6.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and MNGL will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. Deleted

B. BIDDING DOCUMENTS

8. Content of Bidding Document

8.1 The Bidding Documents/ Tender Documents should be read in conjunction with any addenda issued in accordance with ITB Clause 10.

8.2 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.

9. Clarification of Bidding Documents

9.1 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 7 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, seven days prior to the bid due date, the same is liable to be considered as no clarification/information required.

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

[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]

10. Amendment of Bidding Documents

- 10.1 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.
- 10.2 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.
- 10.3 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

11. Language of Bid

- 11.1 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.

12. Documents Comprising the Bid

- 12.1 The bid prepared by the bidder shall comprise the following components:
- 12.2 Envelope -1: Super scribing Techno-Commercial Un-priced Bids (PART-I)

Part-I: Techno-commercial un-priced Bid (to be furnished in one original) and shall contain the following:

- i) Bidder's general/ details information as per format F-1.
- ii) Power of Attorney in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- iii) Specific experience, annual turnover and equipment deployment details as called for in qualifying requirements.
- iv) A Bid Form as per format F-2.
- v) A confirmation that prices in requisite formats, strictly complying with the requirement, with prices blanked out, are in envelope number II "Price Bid".
- vi) Copy of Bid security in accordance with Clause 5A of IFB & Clause 16 of ITB to be furnished either in the form of Cashier's / Banker's cheque / Bank Draft payable to MNGL at Pune/ Bank Guarantee as per format F-4
- vii) Confirmation of no deviation as per Format F-6.
- viii) PF Registration

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

- ix) ESI Registration
- x) GST Registration
- xi) Valid License, issued by Regional Labour Commissioner, Govt of India

Note: All pages of the bid to be signed and sealed by authorized person of the bidder.

- 12.3 Envelope-II: Super scribing "Price Bid- Not to Open with Techno-Commercial Un-priced Bid" - PART-II

Part-II - Price Bid

- i) Part-B shall contain one original of Schedule of Rates duly filled in, in separate sealed envelopes duly signed and stamped on each page super scribing on the sealed envelope "Price — Do Not Open". In case of any correction, the bidders shall put his signature and his stamp.

- 12.4 Envelope-III: Super scribing "EMD/Bid Security" - PART-III

Part-III – EMD / Bid Security

- i) Part-III shall contain one original of EMD / Bid Security in the form of DD / BG in favour of Maharashtra natural Gas Ltd.,Pune, in separate sealed envelopes duly signed and stamped on each page super scribing on the sealed envelope "EMD / Bid Security".

13. Bid Prices

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 All taxes and duties shall be indicated.
- 13.5 Alternative bids shall not be considered.

14. Bid Currencies – VOID

15. Bid Validity

- 15.1 Bids shall be kept valid for 4 (four) months from the final bid due date.
- 15.2 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

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

be required to extend the validity of its bid security for the period of the extension and in accordance with Clause 16 in all respects.

16. Bid Security

16.1 Pursuant to Clause-5A, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids (IFB).

16.2 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-16.7

16.3 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, 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.

16.4 Any bid not secured in accordance with Clause-16.1 and 16.3 may be rejected by MNGL as non-responsive.

16.5 Unsuccessful bidder's bid security will be discharged/ returned as promptly as possible after award of contract and signing of agreement.

16.6 The successful bidder's bid security will be discharged upon the bidder's accepting the award & signing the Agreement, pursuant to Clause-39 and furnishing the Contract Performance Security pursuant to Clause-40.

16.7 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) / Service Order (SO) or
 - ii) to furnish Contract Performance Security in accordance with Clause-40.
 - iii) to accept arithmetical corrections,

16.8 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, 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).

16.9 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.



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

17. Pre-Bid Meeting – As per Clause VI of IFB

- 17.1 The bidder(s) or his designated representative, who have purchased bid document, are invited to attend a pre-bid meeting which will take place as indicated in IFB
- 17.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay (without identifying the sources of the question) to all purchasers of the bidding documents. Any modification of the bidding documents listed in ITB Sub-Clause 8.1 that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.
- 17.4 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

18. Format and Signing of Bid

- 18.1 The original of the bid shall be typed or written in indelible ink and shall be signed by a person or persons 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.
- 18.2 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

19. Zero Deviation

- 19.1 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 Annualized 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.

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

xviii) Price Reduction Schedule.

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

20. 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.

21. Agent/ consultant/ Representative/ Retainer/ Associate - VOID

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

22.1 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

22.2 Part-I shall contain original of UNPRICED BID complete with all technical and commercial details other than price (with prices blanked out and copy 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.

22.3 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.

22.4 Part-III - BID SECURITY/Tender Fees in original shall be submitted sealed in a separate envelope duly marked and addressed to the Employer.

22.5 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.

22.6 If the outer envelope is not sealed and marked properly, MNGL will assume no responsibility for the Bid's misplacement or premature opening.

22.7 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected.

23. Deadline for Submission of Bids

23.1 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.

23.2 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



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

rights and obligations of MNGL and the bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended.

24. Late Bids

24.1 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.

25. Modification and Withdrawal of Bids

25.1 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.

25.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 22, 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.

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

25.4 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 16.7.

E. BID OPENING AND EVALUATION

26. Bid Opening

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

MNGL will open bids, including withdrawals and modifications made pursuant to Clause 25, 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.

26.2 Priced Bid Opening (Part –II)

26.2.1 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.

26.2.2 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.

27. Process to be Confidential



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

27.1 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.

28. Contacting the Employer

28.1 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.

28.2 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.

29. Examination of bids and Determination of Responsiveness

29.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid

- meets the Bid Evaluation Criteria;
- has been properly signed;
- is accompanied by the required securities;
- is substantially responsive to the requirements of the bidding documents; and
- provides any clarification and/ or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 29.2.

29.2 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.

29.3 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.

30. Correction of Errors

30.1 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.

30.2 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.

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

31. **Conversion to Single Currency for Comparison of Bids – Not applicable**
32. **Evaluation and Comparison of Bids**
- 32.1 The evaluation and comparison of bids will be done as per the provisions of the bid evaluation criteria on overall basis.
33. **Preference for Domestic Bidders - VOID**
34. **Purchase Preference - VOID**
35. **Compensation for extended stay - Not Applicable**
- F. AWARD OF CONTRACT**
36. **Award**
- 36.1 Subject to Clause 29, 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.
37. **Employer's Right to Accept Any Bid and to reject any or all Bids**
- 37.1 MNGL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for MNGL'S ACTION.
38. **Notification of Award**
- 38.1 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 / Service Order will constitute the formation of the Contract.
- 38.2 Delivery/ completion period shall be counted from the date of notification of award / Fax of Intent / Service Order.
- 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 39 of ITB.
- Upon the successful bidder's furnishing of contract performance security, pursuant to Clause 40 of ITB, MNGL will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to Clause 16 of ITB.
39. **Signing of Agreement**
- 39.1 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.
- 39.2 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

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

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.

40. Contract Performance Security

40.1 Within 15 days of the receipt of the notification of award/ Fax of Intent / Service Order from MNGL, the successful bidder shall furnish the contract performance security 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 and shall be in the currency of the Contract.

40.2 The contract performance security shall be for an amount equal to 10% of the Annualized contract value of the contract towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee/ DD 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 of 3 months beyond the completion period of the contract.**

40.3 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.

41. Corrupt or Fraudulent Practices

41.1 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.



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

**ANNEXURE
TO
INSTRUCTIONS TO BIDDERS (ITB)**



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

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

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

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

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

(SIGNATURE OF BIDDER WITH SEAL)

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

**F-2
BID FORM**

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

Dear Sir,

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 annualized Contract Price, for the due performance with in fifteen days of such award.

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

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

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

SEAL AND SIGNATURE
DATE: _____

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)
WITNESS NAME:
ADDRESS:

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35</p>
---	--

**F-3
LIST OF ENCLOSURES**

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

Dear Sir,

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-3A.
3. Organization chart of the bidder and the structure assigned for execution of the work under this bid.
4. Copy of Bidding Documents along with addendum/ corrigendum no. duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.

(SEAL AND SIGNATURE OF BIDDER)



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

Sheet 1 of 2

F-4

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

Ref: Bank Guarantee No.
Date

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

Dear Sir(s),

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

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

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

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

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

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)

Designation with Bank Stamp
Attorney as per
Power of Attorney No. _____
Date: _____

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35</p>
---	--

Sheet 2 of 2

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

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

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

**F-5
LETTER OF AUTHORITY
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES**

No.:

Date:

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

Dear Sir,

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

1) Name & Designation _____ Signature _____

2) Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

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

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

**F-6
NO DEVIATION CONFIRMATION**

(Tender/ Bid Document No. _____)

EXCEPTION AND DEVIATION STATEMENT

NAME OF WORK:

BID DOCUMENT NO. :

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

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

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____
& SEAL

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

**F-7
CERTIFICATE**

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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

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)

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

**F-9
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)



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

Sheet 1 of 2

F-10

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

TO:

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

Dear Sir,

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

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

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

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



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

Sheet 2 of 2

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

Yours faithfully,

_____ Bank

By its Constituted Attorney

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



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

PART-C

GENERAL CONDITIONS OF CONTRACT

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS OF TERMS :

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

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE</p> <p>Bid No.: MNGL/C&P/2017-18/35</p>
---	--

- 10) The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the OWNER.
 - 11) "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally) or otherwise proved to have been received by the addressee by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
 - 12) "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
 - 13) "FAX/LETTER OF INTENT/SERVICE ORDER" shall mean an intimation by a FAX/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
 - 14) "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
 - 15) "WORKING DAY" means any day which is not declared to be holiday or rest day by the OWNER.
 - 16) "WEEK" means a period of any consecutive seven days.
 - 17) "VALUE OF CONTRACT" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work.
2. The contractor hereby confirms that he has already inspected the work site has clearly assessed the nature and extent of work and the conditions under which it will be carried out.
 3. Contractor hereby agrees to provide services and necessary supervision to carry out the work set down in the Schedule of works which forms part of this contract in accordance with the conditions of contract laid down in this part of the contract read in conjunction with specific instructions given in part of this contract by utilizing the materials / services if any, agreed to be given by the Company and listed in Annexure. The contractor has to provide necessary services to carry out the work. The work executed shall be to the satisfaction of MNGL, and contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary and for its completion in an efficient and workman like manner.
 4. The rates agreed herein shall remain firm till the expiry of the contract and extended period. The contractor shall not be entitled to any increase or revision (except Statutory) or any other right or claim whatsoever by way of representation, explanation or statement or elect to have been given away by any employee representation or any



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

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

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

12. The contractor shall remove or replace any workman whom the company considers incompetent or unsuitable.
13. MNGL reserves the right to alter the scope of work in quantum as per the urgency of work. The contractor shall accordingly provide services as may be required by contract coordinator on giving a notice of two days
14. CONTRACTOR shall exclusively be liable for non-compliance of the provisions of any acts, laws rules and regulations having execution, bearing over engagement of workers directly or indirectly for execution of work and the CONTRACTOR hereby undertakes to indemnify Maharashtra Natural Gas Limited against all actions, suits, proceedings, claims, losses, damages etc. which may be arise under Minimum Wages Act, Industrial Dispute Act, Family pension and Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged by the CONTRACTOR under this CONTRACT.
15. Company shall not be liable for or in respect of any damages or compensation for any injuries or for any occupational diseases to any persons engaged by the CONTRACTOR and the CONTRACTOR shall keep the company indemnified thereof.
16. The contractor shall be liable for making good all damages / losses arising out of theft, breakage, pilferage of any office furniture, equipments, fittings and fixtures whatsoever it may be caused directly or indirectly.
17. The CONTRACTOR/his employees/agents/representatives shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this CONTRACT or descriptions of the site dimensions, quantity, quality or other information, concerning the work unless prior written permission has been obtained from the OWNER.
18. **RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:-**
The right to accept the tender will rest with the OWNER. The OWNER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. The whole work may be split up between more than one CONTRACTORS or accept in part (not entirely) if considered expedient. Quoted rates should hold good for such eventualities.

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

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

19. **TENDERER'S RESPONSIBILITY:-**
The intending tenderers shall be deemed to have visited the SITE and familiarized themselves thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS.

20. SIGNING OF THE CONTRACT:-

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

21. NOTE TO SCHEDULE OF RATES:-

The Schedule of Rates should be read in conjunction with all the other sections of the tender.

The tenderer shall be deemed to have studied the details of WORK to be done within TIME SCHEDULE and to have acquainted himself of the conditions prevailing at site.

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

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

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

22. POLICY FOR TENDERS UNDER CONSIDERATION:-

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

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

23. CONTRACTOR TO INDEMNIFY THE MNGL:

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

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

- 24.** Following documents form the part of this contract.
- a. Instructions to bidders,
 - b. Bid qualification criteria,
 - c. General conditions of contract.
 - d. Special conditions of contract and
 - e. Schedule of work / rates.

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

25. FORCE MAJURE:

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

26. LABOUR LAWS :

- a) No labour below the age of 18 (eighteen) years shall be employed on the WORK.
- b) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.
- c) The CONTRACTOR shall at his expense comply with all labour laws and keep the PRINCIPAL EMPLOYER indemnified in respect thereof.
- d) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
- e) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.
- f) The CONTRACTOR shall employ labour in sufficient numbers either to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the Officer-in-charge.
- g) The CONTRACTOR shall furnish to the Officer-in-charge the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the Officer-in-charge a true statement showing in respect of the second half of the proceeding month

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.

- h) The CONTRACTOR shall comply with the provisions of the payment of wages Act 1986, Minimum Wages Act 1948, Employers liability Act 1935, workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- i) The Officer-in-charge shall on a report having been made by an Inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a Worker or Workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- j) The CONTRACTOR shall indemnify the OWNER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUBCONTRACTOR. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/Register/Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the OWNER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Officer-in-charge and in the event of the CONTRACTOR'S default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORKS put to tender. The Officer-in-charge shall deduct such amount from bills or Security Deposit of the CONTRACTOR and credit the same to the Welfare Fund constituted under these acts. The decision of the Officer-in-charge in this respect shall be final and binding.
- 27. ARBITRATION:**
Except where otherwise provided in the tender documents, all questions and disputes or difference relating to or arising under the terms and conditions or as to any other question, claim, right matter or thing, whatsoever in any way arising out of or relating to the terms and conditions of the contract or the execution of failure to execute the same whether arising during the progress of the work after the completion or abandonment thereof shall be referred to the arbitration of sole arbitrator to be appointed by Managing Director, MNGL. There should be no objection from the contractor to any such appointment on the grounds that the Arbitration is an employee of the MNGL and that he had to deal with the matter to which the contract relates and that in the course of his

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNG, PUNE Bid No.: MNG/C&P/2017-18/35
---	---

duties as an employee of the MNG he had expressed vices on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred, being unable to act for any reason, Managing Director shall appoint another person to act as some arbitration in accordance with the terms and conditions of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to Arbitrator at all.

28. EARNEST MONEY DEPOSIT / BID SECURITY

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

NOTE: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the OWNER (as per F-4 above). No interest shall be paid by the OWNER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of **"two month/60 days beyond the date of validity of the tender"**. The EMD shall be forfeited in the event of the bidder withdrawing his offer.

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

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

Note : The Indian / Domestic firms registered with NSIC / MSME, under its single point registration scheme are exempted from furnishing Earnest Money Deposit / 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.

29. Performance Bank Guarantee / Security Deposit: The contractor shall submit Bank Guarantee in our prescribed format, for a value of 10% of Annualized Total Contract value, in favour of MNG, valid for a period of 27 months as security deposit, from Nationalized/ Scheduled bank except Co-operative bank within 15 days from the date of issue of this service order. The Security Deposit will not bear any interest. Any amount due to MNG, as per contractual terms & conditions shall be deducted from Security Deposit. In case Security Deposit is not sufficient to recover the outstanding amount, then MNG reserves the right to recover the same from any other means available to MNG.

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

In case of failure to submit the Security Deposit within the stipulated time, the LOI (Letter of Intent)/ Service Order issued may be withdrawn & EMD submitted against the tender may be forfeited.

- 30. RIGHT OF THE OWNER TO FORFEIT SECURITY DEPOSIT:**
Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the OWNER shall be entitled to recover such sum by appropriating in part or whole the security Deposit of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the OWNER on demand any balance remaining due.
- 31.** The contractor shall execute an agreement with MNGL within 15 days form the award of contract. However agreement shall be executed only after submission of valid Security Deposit against the contact.
- 32. Mobilization Period:** The deployment for the services shall be within **15 days** or earlier from the date of intimation by Officer-in-charge (OIC) of MNGL, Pune. In case of failure, MNGL reserves the right to cancel the contract.
- 33. Payment Terms :**
As per terms mentioned at Scope of Work.
The bill shall be certified by Officer-in-charge. The bills shall be submitted along with all requisite documents.
- 34. Contract Period :**
The contract shall be valid for a period of **2 years** from the date of issue of service order/ Letter of award. Depending on the performance further extendable for another one year on same terms and conditions.
- 35. Insurance:**
CONTRACTOR as far as possible shall cover insurance with Indian Insurance companies, including marine Insurance during ocean transportation.
- i) EMPLOYEES STATE INSURANCE ACT (ESI):**
The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the OWNER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR whether brought by employees of the CONTRACTOR, by third parties or by Central or State Government authority or any political subdivision thereof.

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

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

The OWNER shall retain such sum as may be necessary from the total VALUE OF CONTRACT will the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR 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 CONTRACTOR'S employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR 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 CONTRACTOR'S Insurance.
- iii) **ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER :**
CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to OWNER. He shall also carry and maintain any other insurance which may be required by the OWNER.
- iv) **ACCIDENT OR INJURY TO WORKMEN:**
The OWNER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any save and except an accident or injury resulting from any act or default of the OWNER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the OWNER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

36. DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY :



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

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

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

37. In case the contractor fails to provide the required services under the contract to the satisfaction of MNGL, MNGL reserves the right to get the services through alternate agencies at the risk and cost of contractor and penal deduction shall be made, from the contractor's bills and the decision of MNGL in this connection shall be final and binding on the contractor.
38. 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.
39. 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.
40. The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and abide by all necessary license / permissions from the concerned authorities as provided under the various labour laws / legislation including labour license from the competent authority under The Contract Labour (Regulation & Abolition) Act 1970.
41. 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.



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

- 42.** The contractor shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, The Employees State Insurance Act 1948, The Contract Labour (Regulation and Abolition) Act 1970, The Minimum Wages Act 1948, The Payment of Wages Act 1936, Employee'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.
- 43.** The contractor shall be responsible for necessary contributions towards PF, ESI or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering services to MNGL and shall deposit the required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees PF and shall be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of MNGL.
- 44.** The contractor shall regularly submit all relevant records / documents in this regard to MNGL representative for verification and upon such satisfaction only, MNGL will allow payment to the Contractor.
- 45.** The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues and employment of personnel deployed by him.
- 46.** The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
- 47.** 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.
- 48. MNGL RESERVES THE RIGHT TO:**
- i. Reduce the rates at which payment shall be made if the quantity and quality of services although acceptable is not up to required standard.
 - ii. Issue the CONTRACTOR from time to time during the progress of the service such further instructions as shall be necessary for the purpose of proper and adequate execution of the service and the CONTRACTOR shall carry out and be bound by the same.
 - iii. In order the contractor to remove or replace any person engaged in providing the services to the COMPANY whom the company considers incompetent or unsuitable. Opinion of the representative in the competence of any person engaged by the contractor shall be final and binding on the contractor.
- 49. AWARD OF CONTRACT:-**



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE**

Bid No.: MNGL/C&P/2017-18/35

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

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

- 50.** The contractor shall be required to obtain requisite labour license / permission from the appropriate authorities as provided under the various labour regulations, before undertaking any contract work. The contractor shall exclusively be liable for compliance of the provisions of any Act, laws, rules and regulations having execution, taking over engagement of his personnel directly or indirectly for execution of work and the contractor hereby undertakes to indemnify the company against all actions, suits, proceedings, claims, losses, damages etc. which may arise due to his noncompliance of the provisions under various laws mentioned in this document or not herein specifically mentioned but having direct or indirect application for the persons engaged under the contract.
Company shall not be liable in respect of any damages or compensation for any injury or for any occupational diseases, to the employment to any person engaged by the contractor and the contractor shall keep the company indemnified thereof.
- 51.** During the currency of the job, if the work progress does not commensurate with time elapsed in respect of any person / persons engaged, the contractor shall be liable to pay the company compensation as may be considered reasonable by the company.
- 52.** In case of any default for more than three days in respect of services to be provided in accordance with the requirements specified by the officer in charge, Company will have the right to avail the services from other sources at the risk and cost of the contractor or terminate the contract and forfeit his security deposit etc.
- 53.** 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 contractor shall vacate the work place with his men and material on the expiry of such notice period in the event of such termination of the contract. The contractor shall be paid for all the work executed up to the date of terminations of the contract including refund of security deposit subject to deduction of any dues, penalties, other recoveries etc. within a period of two months at the discretion of the officer in charge.
- 54.** MNGL reserve right to short close/ Terminate the contract any time based on non-performance/ poor performance during contractual period by giving 30 days notice.
- 55.** The contractor shall be liable for making good all damages / losses arising out of theft, pilferage of any furniture, equipment, fittings, fixtures, utensils, appliances whatsoever as may be caused directly or indirectly by the persons engaged by the contractor. At the appointed date, place hour the contractor shall make available persons to be engaged along with appropriate tools wherever stated.
- 56.** The contractor shall take charge of all the materials handed over to him by the company and will be responsible for any loss/damage thereof.
- 57.** The contractor shall issue an identity card to all its employees engaged for the services to be provided. The contractor shall also provide at his own cost safety equipments,



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

materials, uniforms etc. to his employees. All the safety rules and regulations will be observed by the persons engaged under this contract.

- 58.** 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.
- 59.** The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligation.
- 60.** For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the contractor and out of such amount or the amounts likely to fall due to the contractor (but without obligation to do so) make such payments as it may consider necessary for smooth working.
- 61.** Contractor shall deploy the resources as per requirements.
- 62.** The company shall have the power to issue necessary instructions to the contractor concerning discipline, decorum, work performance, safety etc. in respect of the employees of the contractor engaged by him for providing the services to the company and the contractor shall ensure compliance of all such instruction strictly.
- 63.** No payments shall be payable other than schedules payment to the contractor.
- 64.** The monthly quoted rates shall be inclusive of Leave wages & other statutory payments for providing such services.
- 65.** Income tax as per rule, any other taxes shall be deducted from contractor's monthly bill / bills. Income Tax deduction certificate shall be issued to the contractors.
- 66.** 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.
- 67. Jurisdiction:**
The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at PUNE for the purposes of disputes, actions and proceedings arising out the CONTRACT, the courts at PUNE only will have the jurisdiction to hear and decide such disputes, actions and proceedings.
- 68.** Bidder to confirm the unconditional acceptance to the following clauses of the tender
- i) Security Deposit /Performance bank guarantee
 - ii) Schedule of Rates.
 - iii) Termination.
 - iv) Scope of Work.
 - v) Arbitration.
 - vi) Period of Validity Offer.
- 69. DOCUMENTS:**
- 69.1 GENERAL**
The tenders as submitted will consist of the following:

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35</p>
---	--

- i)** Complete set of Tender Documents (Original) duly filled in and signed by the tenderer as prescribed in different clause of the Tender Documents.
- ii)** Earnest money in the manner specified in Clause 28 hereof.
- iii)** Power of Attorney or a true copy thereof duly attested by an officer in case an authorized representative has signed the tender, as required
- iv)** Information regarding Tenderers in the proforma enclosed.
- v)** Details of work of similar type and magnitude carried out by the Tenderer.
- vi)** Latest Balance sheet and profit & Loss Account / Turnover Certificate duly audited.
- vii)** The bidder shall submit the documentary evidence like certificate of registration with PF, ESIC authorities failing the bids are liable for rejection.



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

PART-D

**SCOPE OF WORK & SPECIAL CONDITIONS OF
CONTRACT**

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

Scope of Work & Special Conditions of Contract (SCC)

MNGL intends to hire services for the protection and safeguarding at the following locations the moveable & immovable property of the MNGL and also for providing service for the event / function/ program by deploying adequate manpower's [Traffic Controller / Assistant and Watch & Ward hereinafter referred as "Security Supervisor"] as specified below:

Sr. No.	Location	Category	No. of required person per day
1	MS Shivaji Nagar	Traffic controller	9
		Security Supervisor	1
2	MS Kothrud Depot	Traffic controller	2
3	Shivaji Nagar Office	Security Supervisor	4
4	MS Chikhali	Traffic controller	6
		Security Supervisor	2
5	Chinchwad Office	Assistant	3
		Security Supervisor	1
6	S T Nagar	Traffic controller	1
7	Fursungi	Traffic controller	3
8	New Shivajinagar Office	Assistant	2
9	New Viman Nagar Office	Assistant	2
10	DBS PMC Mukundnagar	Traffic controller	6
11	Katraj	Traffic controller	2
12	Swargate	Traffic controller	2
13	Nigdi	Traffic controller	2

The strength as above indicated to be actually deployed on daily basis. Suitable additional strength will be maintained. Contractor will be required to ensure the above strength. However, if the Contractor fails to deploy the required number at any point of time, for reasons beyond his control, payment will be made on the basis of actual deployment of manpower:

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

1. PAYMENT FOR SUPPORT SERVICES:

Fixed consolidated monthly charges shall be payable by MNGL towards the services rendered for each unit and shall be as follows:-

Rate for the Watch & ward service at the MNGL Stations & Offices and following is the **central sphere minimum wages under the Minimum Wages Act applicable for the watch & ward category w.e.f. 01.04.2017 to 30.09.2017:**

Sr.No.	Particular	Without Arms (Skilled)
		(Ex-service man)
1	Basic (Rs. 637*26 days)	16562
2	V.D.A (Rs. 16*26 days)	416
3	Sub Total	16978
4	HRA (5%) on (3)	849
5	Sub Total	17827
6	Bonus 8.33% on (3)	1414
7	15 days [Annual earn leaves] on (3)	816
8	Gross	20057
9	Empr Contribution ESI 4.75% on (5)	847
10	Empr Contribution PF 13.15% on (3)	2233
11	Maharashtra Labour Welfare Fund	6
12	Total Cost in Rs.	23,143

Rate for the Traffic Controller / Assistant service at the MNGL Stations & Offices and following is the **Maharashtra sphere [Factories under Factory Act (Residuary)] minimum wages under the Minimum Wages Act applicable for the Traffic Controller / Assistant category w.e.f. 01.01.2017 to 30.06.2017:**

Sr.No.	Particular	Skilled
		Traffic Controller/ Assistant
1	Basic	5800
2	Special Allowance	3533.25
3	Sub Total	9333
4	HRA (5%) on (3)	467
5	Sub Total	9800
6	Bonus 8.33% on (3)	777
7	15 days [Annual earn leaves] on (3)	449
8	Gross	11026
9	Empr Contribution ESI 4.75% on (5)	465
10	Empr Contribution PF 13.15% on (3)	1227
11	Maharashtra Labour Welfare Fund	6
12	Total Cost in Rs.	12,725

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

ESTIMATED QTY. ENVISAGED FOR SUPPORT SERVICES:
The estimated service unit required shall be as follows:

Sr. no.	Description of support service	QTY	UOM for 24 months
A	B	C	D
1	Watch & Ward (Ex-Serviceman)	228	Man Months
2	Traffic Controller / Assistant	1130	Man Months

Note : Above quantity includes reliever, event, function & program manpower.

2. The Contractor will be paid service charges as applicable. The Contractor will submit his monthly bills in the following month. The company will endeavor to settle the monthly bills after due verification within 15 working days of receipt of the bill. The Company reserves the right to withhold / deduct such amounts from the monthly bill at its sole discretion equivalent to or covering the wage payment not paid / short paid / not properly calculated and paid to their workmen by the Contractor. Settlement of monthly bill shall not be construed by the Contractor as a pre-condition for settling the wage payment to their workmen.
3. **Salary/ wages must be paid to all the employees deployed at MNGL on or before 07th day of every month. Salary/ wage payment should be paid only by RTGS/NEFT transfer. No cash payment will be accepted. The proof of last month payment must be attached to each monthly bill. Salary payment to the employees deployed in no way should be connected to the bill submission and bill payment.**
4. **Overtime (OT):**
 - a) In case of National Holidays [Republic Day on 26 January, International Workers' Day On 1 May, Independence Day on 15 August and Mahatma Gandhi's birthday on 2 October], OT shall be payable as per the applicable labour laws and records to that effect shall be maintained and submitted by the contractor to the MNGL along with the monthly bill for the reimbursement.
 - b) In case of daily required manpower is not available on any day due to the reason of absent or leave or where replacement required and contractor fail to provide the same or non-availability of the relieving person, in such exigencies, OT if any must be paid by the contractor **only** and a record of such OT must be maintained separately as per the applicable labour laws.

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

- c) Except OT on the above mentioned National Holidays, all other OT shall be paid by the **contractor only** and the same must be intimated to the station in-charge and OIC in writing immediately.
5. Provision of the **Reliever** is made in the contract and 1/6th of the total strength additionally shall be provided by the contractor round the clock and on all the days in the calendar month. Contractor shall be responsible for the attendance record and payment of wages on regular basis and records to that effect shall be submitted by the contractor with the monthly bill.
 6. The Contractor will be responsible for providing **protection to the company's staff, equipment and inventory held in our office / CNG Stations and to guard company property in and around the office / CNG Stations.** The manpower so deploy by the Contractor will keep a record of all the visitors & of the office / CNG Station. In case of any theft or pilferages, loss or other offences at the site/station/office, the contractor will investigate and submit a comprehensive report to MNGL and maintain liaison with the police and the responsibility of logging the FIR wherever necessary and further follow up with the concerned police station will be of the contractor.
 7. The Contractor would render all possible and necessary assistance in the event of fire. The manpower deployed should be well verse in fire-fighting activities. The contractor should have their own training center to train the people before deploying them as a watch and ward and security personnel. Contractor should also have its own QRT (Quick Reaction Team) to handle any adverse situation at the station/duty place when any help is asked by any officials on duty.
 8. **The deployed manpower will function under overall control and be accountable to the Company's Administration Manager.** The Contractor will keep the Administration Manager or the senior most officer available at the office, informed on all intelligence / information concerning safety and security and liaise with Police and Local Authorities as required in case of unrest, riots, disturbance at the office / CNG Stations and adjoining areas.
 9. Each shift must have a **Shift I/C (in-charge) and he should be amongst the watch & ward category** and he will be responsible to Station in-charge for the security/protection activities in that shift at the station/duty place. **Shift I/Cs will maintain the log book on hourly basis.** He will make the real time entry to the logbook in the case of any incident

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

occurring at the station/duty place and report the same to MNGL office thru his field officer same day/next day (in the case of night).

10. **Contractor must appoint a suitable field officer as “SUPERVISOR”.** The field officer of the contractor must visit MNGL office/ station on each Monday and submit the copy of the log sheet maintained by the shift I/Cs and his own report of the last week. In addition the field officer must visit the MNGL office on the following morning of every incident took place at the station/duty place without fail along with the comprehensive report.
11. The Contractor will be responsible for maintaining discipline of his staff. The Company would have the right to advise the Contractor to continue / discontinue the services of the Contractor's staff whose service, in the opinion of the Company may be found satisfactory / unsatisfactory.
12. The Contract is on Adhoc basis with an option to extend the same on the same terms and conditions at the discretion of the Company.
13. **MNGL will have the right to terminate the contract** without assigning any reason by giving one-month advance notice in writing.
14. The Contractor will be required to obtain the necessary license as per the Contract Labour (Regulation & Abolition) Act and ensure to follow all guidelines and rules applicable thereof. The Contractor expressly understands and undertakes to maintain all necessary records related to wages, EPF, ESIC, bonus, etc. pertaining to the operations of the watch and ward services and same shall be enclosed with the monthly bill for the inspection, verification and certification by the EIC.
15. In case of any theft, burglary and loss of Company's property at site which is attributed to the negligence and / or dishonesty of the Contractor's staff, the **Contractor shall be responsible to make good all the losses within 48 hours of receipt of claim from the Company.** In this regard, decision of the Company shall be considered as final.
16. **In case of any misconduct like found drunk, sleeping on duty, missing from duty place, misbehaving with MNGL staff/general public etc. Penalty shall be levied from the contractor for Rs.500/- per day per person.**
17. **Alternatively, the Traffic controller/ Assistant shall with the guarding the premises, property, people etc.** will develop a harmony among the public approaching the station for filling the CNG.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35</p>
---	--

18. Neither the Contractor nor his representatives will be considered as the Company's employee or an agent and will have no right to represent the Company in any matter whatsoever.
19. **The Contractor will be responsible for providing necessary uniforms, shoes, raincoats, photo badges, batten / Lathi etc. and all other accessories to his staff for effective performance of his duties at his cost. Non-compliance of which Penalty shall be levied from the contractor for Rs.500/- per day per person.**
20. **Complete particulars and credentials of the manpower engaged** for the watch & ward service of the office and traffic controller/assistant service for CNG Stations would be furnished to the HR Department in the personal file along with the latest photograph, permanent & current residence proof, ID proof etc. of the individual for the MNGL record.
21. **Police verification report** must be completed of all the manpower before deployment and submitted along with the respective personal file. In case of permanent replacement of any manpower, prior information with reason shall be given to the HR Department and copy of his personal file must be submitted to the MNGL office.
22. It is presumed that complete antecedents of the personnel employed by the Contractor are checked at his end before employing at the Company's premises pertaining to their health, capability to work for extended hours in various adverse conditions, past records regarding involvement in any criminal case, theft, indulgence in dishonesty, asking favours from outsiders which leads to impairment in discipline and security.
23. The Company would not provide any accommodation facility or transport assistance to the staff for reporting to duty. The Contractor will be responsible for his administrative set up and will use his own stationary / accessories.
24. The Contractor will be responsible for providing all medical assistance and such other fringe benefits as permissible to the staff under any statutory provision.
25. The Contractor would be responsible for all injuries/death or any other benefits / damages claims with respect to his staff.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE</p> <p>Bid No.: MNGL/C&P/2017-18/35</p>
---	--

26. The Contractor will indemnify the Company, its officers and its employees against all claims, demands, actions, proceedings, losses / damages caused, charges and expenses and all other liabilities of whatever nature made, brought against, suffered and incurred by the Company by virtue of or as a result of non-performance or non-observance or non-compliance by the Contractor of any terms and conditions set out in this contract letter and be performed or conserved by him.
27. Income tax will be deducted at source from the Contractor's bill as per the prevailing statutory provisions of Income Tax Dept.
28. In the unlikely event of deployed manpower resorting to stoppage of work, go-slow or causing hindrances / disturbances, the Contractor will have to make alternative arrangements at their own risks and costs.
29. In case of any dispute between M/s Maharashtra Natural Gas Ltd. and the Contractor on any of the above referred matters; it is to be submitted to the Sole Arbitration of Arbitrator to be nominated by the Director (Commercial) of MNGL. Legal disputes if any, would be subject to jurisdiction to Pune Court.
30. **The Contract shall be valid for a period of 2 years commencing from the date mentioned in the Service Order (SO). Depending on the performance of the contractor, the same can be further extended for another 1 year as per SO terms and conditions on mutual agreement.**
31. Bidder shall **possess an independent EPF and ESIC** in their Firm's name on the date of submission of bid. Copies of the same, indicating the registration no., should be submitted.
32. The contractor shall provide **watch and ward services** by deploying adequately trained and well-disciplined security personnel who shall be **Ex-servicemen** for the safeguard the MNGL office, stations, buildings, moveable and immovable assets, equipments and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in the company premises.
33. The contractor shall provide **traffic controller/ assistant services** by deploying adequately trained and well-disciplined security personnel who shall be **Civilian** for the safeguard the MNGL office, stations, buildings, moveable and immovable assets, equipments and other items at the above address from any thefts, pilferage or damage and also ensure

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

safety of the employees, visitors, guests or any other persons working in the company premises.

34. The manpower shall be deployed round the clock in the following **3 shifts of 8 hours each** at MNGL office and CNG stations for the traffic control, safeguarding of the premises and other movable & immovable assets of the company:

First Shift : 7.00 AM to 3.00 PM
Second Shift: 3.00 PM to 11.00PM
Third Shift : 11.00 PM to 7.00 AM

35. The contractor shall be responsible for opening/closing of the entire office, cabin and station rooms as necessitated/directed by MNGL on working and closed days.
36. The contractor shall ensure that water taps/lights/ACs are not left open/on after close of working hours on normal working days as well as on off days, as the case may be in office or stations.
37. The contractor shall **maintain records of inward and outward movement** of men (MNGL Employees and also regulation of guests and visitors), materials and vehicles, etc. with proper check on the same as per instructions given from time to time by MNGL.
38. The personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
39. The personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at MNGL.
40. The contractor shall ensure that the manpower's deputed are Civilian and he should be below 45 years & healthy and Ex-serviceman must be below 58 years & healthy, **failing which will attract penalty of Rs.1,000/- per person per day. The contractor will get their antecedents, character and conduct verified.** Note that, penalty levied under this clause from the Contractor shall not be transferable/ debit/ recover from the salary / wage payment of the deployed contractual employees.
41. The full particulars of the personnel to be deployed by the contractor including their names and addresses shall be furnished to MNGL along with testimonials before they are actually deployed for the job.

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

42. The contractor shall **deploy trained manpower** in security supervisor service and traffic control service which also includes fire-fighting. The contractor shall provide necessary undertaking and documentary evidence in this regard.
43. **A senior level representative of the contractor shall visit MNGL premises at least once-a-week and review the service performance of its personnel.** During the weekly visit, contractor's representative "SUPERVISOR" will also meet the MNGL officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
44. The contractor shall ensure that any **replacement of the personnel**, as required by MNGL for any reason specified or otherwise, shall be effected promptly without any additional cost to the MNGL. If the contractor wishes to replace any of the personnel, the same shall be complied with prior concurrence of the MNGL at contractors own cost.
45. The contractor shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the MNGL/Govt. of India/any State/or any Union Territory.
46. In addition to the regular service, Contractor shall be abide to provide 02 nos. of Traffic Controller/ Assistant & 05 nos. of the Security Supervisors during contract period for **any event / function / program organized by the MNGL on the same SOR of this contract.**
47. **The contractor shall be solely responsible for compliance of the provisions of various labour and industrial laws, such as, minimum wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at MNGL or for any accident caused to them and the MNGL shall not be liable to borne any expense in this regard except that of, statutory wages variation and such payment shall be made by the MNGL on receipt of the bill/ invoice to that effect from the contractor.**
48. The contractor shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the MNGL for whatever reason. The contractor shall also be responsible for the insurance of its personnel. The contractor shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/modifications. In case of

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGGL, PUNE</p> <p>Bid No.: MNGGL/C&P/2017-18/35</p>
---	--

any changes in statutory wages, MNGGL will pay the same after the receipt of the invoice to that effect from contractor:

- I) The Payment of Wages Act 1936
- II) The Employees Provident Fund Act, 1952
- III) The Factory Act, 1948
- IV) The Contract Labour (Regulation) Act, 1970
- V) The Payment of Bonus Act, 1965
- VI) The Payment of Gratuity Act, 1972
- VII) The Employees State Insurance Act, 1948
- VIII) The Employment of Children Act, 1938
- IX) The Minimum Wages Act, 1948
- X) The Maharashtra Labour Welfare Fund Act, 1953

- 49. The contractor shall ensure that his staff appointed by them is fully loyal-to and assist the MNGGL during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the MNGGL.
- 50. In case of any loss that might be caused to the MNGGL due to lapse on the part of the personnel discharging his responsibilities will be borne by the contractor and in this connection, MNGGL shall have the right to deduct appropriate amount from the bill of the contractor to make good such loss to MNGGL besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, MNGGL shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- 51. The contractor shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the personnel so deployed by it showing their IN and OUT time. The contractor shall submit to MNGGL an attested photocopy of the attendance record and enclose the same with the monthly bill.
- 52. There would be no increase in rates payable to the contractor during the Contract period except reimbursement of the statutory wages revised by the Government time to time.
- 53. An agreement shall be signed with the successful bidder as per specimen enclosed.

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

54. **No payment shall be paid and penalty shall be levied from the contractor** under clause no. 55, in case the contractor deploys Civilian in place of Ex-Serviceman duty/shift.
55. **Penalty shall be levied from the contractor Rs.500/- per day per person for the Non- compliance** of any special condition of this contract and scope as a whole is the sole decision of the OIC.
56. **Note that, during contract period contractor shall not transferable/ debit/ recover from the salary / wage payment of the deployed contractual employees any penalty levied/ imposed by the MNGL for any non-compliance of the special condition of contract.**
57. **List of Documents required with monthly bill:**
- i) **Labour License**
 - ii) **Muster roll**
 - iii) **Wage register**
 - iv) **Wage payment proof [RTGS/ NEFT]**
 - v) **MLWF return**
 - vi) **EPF compliance**
 - vii) **ESIC compliance**
 - viii) **Bonus**
58. **METHODOLOGY TO ASCERTAIN LOWEST BIDDER :**
Evaluation of bid shall be done on lowest quote basis i.e. %(Percentage) Service charge quoted by the bidder **IN SOR**. In case if more than 1 bidder quote same/equal service charges, then order shall be on the basis of highest turn over in any one of the preceding 03 Financial years i.e. 2014-15, 2015-16 & 2016-17 amongst the bidders.
59. **PRICE REDUCTION SCHEDULE :**
In the event of failure of the Contractor to mobilize the services within mobilization period at the disposal of Maharashtra Natural Gas Limited or if the services is not acceptable as per the provisions of the Contract, Maharashtra Natural Gas Limited without prejudice to other remedies available under the Contract, shall have the right to exercise any of the following :-
- (i) to recover from the bidder price reduction / liquidated damages @0.5% of the estimated contract value per week of delay or part thereof in providing such services subject to a maximum of **5% of the total estimated value of contract**. Both bidder and MNGL agree that the above percentage of price reduction are genuine pre-estimates of the loss / damage which MNGL would have suffered on account of delay / breach on the part of the bidder 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 Maharashtra Natural Gas Limited in the matter of

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNG, PUNE Bid No.: MNG/C&P/2017-18/35</p>
---	--

- applicability of price reduction / liquidated damages shall be final and binding.
- (ii) In addition to above fixed charges on pro-rata basis shall not be payable for the period for which the services was not provided to make alternative arrangement of such services at the sole risk and cost of the bidder and recover such extra costs and expenses from bidder's or from any other amount due to the bidder.
 - (iii) to terminate the contract in whole or in part thereof by forfeiting the Security Deposit (SD) as per provisions of the Contract.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between MNG and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

(To be made on Rs 500 Non Judicial Stamp Paper)

MASTER AGREEMENT
 Between
MAHARASHTRA NATURAL GAS LTD.,PUNE
 And

Watch & Ward & Traffic Controller / Assistant work service Agency -----

THIS AGREEMENT is made and entered into this the _____ (“Effective Date”) by and between Maharashtra Natural Gas Limited, having its registered office at A-Block, Plot No.27, Narveer Tanajiwadi, PMPML Bus Depot Commercial Bldg.,1st Floor, Shivaji Nagar, Pune– 411 005 (“The COMPANY”) party of the One part ,and the Watch & Ward & Traffic Controller / Assistant work service Agency_____ having its registered office the Watch & Ward & Traffic Controller / Assistant work service Agency_____, which expression unless repugnant to the context or meaning thereof shall mean and include its successors, legal heirs or assigns; party of the other Part.

WHEREAS ‘the Watch & Ward & Traffic Controller / Assistant work service Agency’ is engaged in providing Watch & Ward & Traffic Controller / Assistant work services to various other companies, bodies corporate, firms etc. and has sent their Bid to the Company for the rate contract for the period of 2 years for providing Watch & Ward & Traffic Controller / Assistant work service Services.

WHEREAS the Watch & Ward & Traffic Controller / Assistant work service Agency understands and is fully aware about the existence of Private Security Agencies (Regulation) Act, 2005 and any other Acts / rules relating to Private Security Guards applicable to the State of Maharashtra and has assured the COMPANY that they have /will obtained/ obtain registration under the said Act and are following the provisions of the Acts / rules applicable there under. The Watch & Ward & Traffic Controller / Assistant work service Agency also assures the COMPANY that its guards are fully trained and qualified for providing the services to the COMPANY.

Whereas based on the above representations, warranties and assurances and compliances and subject to above mentioned pre-conditions and compliances by the Watch & Ward & Traffic Controller / Assistant work service Agency, the COMPANY agrees to engage the Watch & Ward & Traffic Controller / Assistant work service Agency to provide Watch & Ward & Traffic Controller / Assistant work service Services and the Parties hereto enter into this agreement on following terms & Conditions contained herein, and intending to be legally bound, the Parties covenant and agree as follows:

I. DEFINITIONS

As used in this Agreement, the following words and phrases shall have the following meanings. All words and phrases defined in this Section I. shall appear in initial capital

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

letters throughout this Agreement indicating that each has a special meaning defined herein.

- A. "Day" or "day" refers to a 24 hour period from midnight to midnight. All reference shall be to a calendar day, not a workday.
- B. "Purchase Order" is defined as a standard THE COMPANY Purchase Order which shall be employed or this Agreement exclusively for administrative and billing purposes.
- C. "Services" is defined as those services provided by the Watch & Ward & Traffic Controller / Assistant work service Agency as described in Exhibit A or in a future Statement of Work.

II. SERVICES

- A. During the term of this Agreement, the Watch & Ward & Traffic Controller / Assistant work service Agency shall perform the Services set forth in the attached Statement of Work marked **Exhibit A**. Also, the parties contemplate that "The COMPANY" may engage the Watch & Ward & Traffic Controller / Assistant work service Agency to perform additional assignments, each of which prior to commencement must be approved in writing by the COMPANY and the Watch & Ward & Traffic Controller / Assistant work service Agency and detailed in a separate Statement of Work incorporating this Agreement and shall be attached hereto as an Addendum. The Watch & Ward & Traffic Controller / Assistant work service Agency agrees that no other services shall be provided to "The COMPANY" that would cause the COMPANY to incur any additional fees without the prior consultation and written approval of The Company's Manager – Human Resources pursuant to Section XVI., Subsection D of this Agreement. It is understood that the Watch & Ward & Traffic Controller / Assistant work service Agency may be one of a number of Agencies who are being engaged to perform the same or similar Services.
- B. The Watch & Ward & Traffic Controller / Assistant work service Agency is not authorized to commence work until this Agreement has been fully executed. "The COMPANY" shall incur no obligation to the Watch & Ward & Traffic Controller / Assistant work service Agency to pay for work performed on Services prior to the date of issue of this Agreement. To the extent that the Watch & Ward & Traffic Controller / Assistant work service Agency chooses, even at the COMPANY urging, to commence work in advance of receipt of a fully executed Agreement, the Watch & Ward & Traffic Controller / Assistant work service Agency does so at its own risk.
- C. **Assumptions with regard to the Services are as follows:**
 - (i) As part of any Statement of Work for Services, the technical specifications and service levels set forth in **Exhibit A** or additional Statements of Work hereto shall be utilized and provide a standard by which "The COMPANY" shall assess the Watch & Ward & Traffic Controller / Assistant work service Agency's

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35</p>
---	--

performance. In areas where no specifications or service levels are provided, the Watch & Ward & Traffic Controller / Assistant work service Agency shall use standard industry solutions which meet or exceed the requirements of the specific Services, and which result in the lowest cost consistent with those requirements.

- (ii) Except as specifically set forth in **Exhibit A** or additional Statements of Work hereto, the Watch & Ward & Traffic Controller / Assistant work service Agency shall be free to exercise its discretion as to the method and means of performance of the Services in order to minimize cost, consistent with the applicable Quality provisions herein.

D. Acceptance or Rejection of the Watch & Ward & Traffic Controller / Assistant work service Agency Personnel.

The Watch & Ward & Traffic Controller / Assistant work service Agency shall have sole control and power over his employees and the same shall rest and vest with the Watch & Ward & Traffic Controller / Assistant work service Agency alone and the COMPANY shall not exercise any control. However, in the event, the “COMPANY” representative is of the opinion that any of the employees of the Watch & Ward & Traffic Controller / Assistant work service Agency is guilty of behavior prejudicial to the Code of conduct of the COMPANY or work assigned or any other interest of the “COMPANY”, then the “COMPANY” shall inform its concern in writing to the Watch & Ward & Traffic Controller / Assistant work service Agency. The Watch & Ward & Traffic Controller / Assistant work service Agency shall, pursuant to receipt of such information, shall immediately within three days hold the appropriate enquiry in the matter and take appropriate action including termination of the employee.

E. Watch & Ward & Traffic Controller / Assistant work service Agency personnel:

- (i) The Watch & Ward & Traffic Controller / Assistant work service Agency is prohibited from hiring any past or present employee of the “COMPANY” for purposes of providing Services under this Agreement without prior written consent from the “Company’s” Manager–Human Resources. Likewise, during the period of Services are being provided, the “COMPANY” agrees not to hire Watch & Ward & Traffic Controller / Assistant work service Agency’s employees working directly or indirectly on Services without prior written consent from the Watch & Ward & Traffic Controller / Assistant work service Agency representative for the period of the Service.
- (ii) The Watch & Ward & Traffic Controller / Assistant work service Agency agrees and undertakes that all personnel deployed by it hereunder shall be their employees and no such personnel shall have any claim or right of employment or otherwise against the Company, the Watch & Ward & Traffic Controller / Assistant work service Agency agrees that the Watch & Ward & Traffic Controller / Assistant work service Agency and the persons employed by the Watch & Ward & Traffic Controller / Assistant work service Agency cannot in any way invoke the



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

employer-employee relationship with the Company and that the Watch & Ward & Traffic Controller / Assistant work service Agency will be solely responsible for affecting all types of legal dues and payment due to its employees. The Watch & Ward & Traffic Controller / Assistant work service Agency shall make this clear to its personnel and shall enter into a separate agreement in its own name with all personnel, the Watch & Ward & Traffic Controller / Assistant work service Agency has agreed to produce all the necessary documents and the records maintained by it under all applicable laws, as and when called upon by the concerned Officer / Authorities of the Company the Watch & Ward & Traffic Controller / Assistant work service Agency's" employees shall in no sense be considered employees or agents of the COMPANY, nor shall they be entitled to or be eligible, by reason of the contractual relationship hereby created, to participate in any benefits or privileges given or extended by THE COMPANY to its employees. The Watch & Ward & Traffic Controller / Assistant work service Agency's" employees shall have no authority to act on behalf of The "COMPANY" and shall have no authority to bind the "COMPANY" in any contractual relationship unless authorized in writing in advance by the "Company's Manager –Human Resources.

- (iii) The Watch & Ward & Traffic Controller / Assistant work service Agency shall be solely and exclusively liable for all legal compliance & all statutory payments throughout the period of this agreement and also the dues and terminal benefits on expiry or termination of this agreement to his employees, in all categories, including salary, wages, bonus, provident fund, gratuity, maternity benefits, and any other contributions prescribed by law and compensations under Industrial Disputes Act, Employees Provident Funds and Miscellaneous Provisions Act, Minimum wages Act, Payment of wages Act. **Employees' State Insurance Act**, Employees Workmen's Compensation Act, Employees' Pension Scheme and all other applicable labour legislations, rules, circulars, notifications etc. The Security Agency shall be solely liable to face civil or criminal action that the Government, Municipal, local authorities or private persons/firms may take against him, and shall indemnify and pay on demand without demur and save loss to the "COMPANY" in case the COMPANY is required to pay the same or the COMPANY is made a party to such proceedings and the COMPANY shall recover from the Watch & Ward & Traffic Controller / Assistant work service Agency all costs, fees, compensations and damages paid, loss suffered or penalties paid by the COMPANY and/or its officer/s in all types of complaints, petitions, claims, actions, proceedings, hearings, etc.

The Watch & Ward & Traffic Controller / Assistant work service Agency hereby agrees that it shall comply with and observe all the existing provisions of the Contract Labor (Regulation and Abolition) Act, 1970, Minimum Wages Act, 1948, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, Payment of Gratuity Act, Employees State Insurance Act and such other statutory enactments, rules and regulations, circulars stipulated / issued by the state and / or Central Government or local body force / coming into force from time to time.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35</p>
---	--

The Watch & Ward & Traffic Controller / Assistant work service Agency shall be solely responsible to obtain due permissions, registration licenses under applicable statutes & maintain all registrations & records stipulated under relevant Act / Law.

The Watch & Ward & Traffic Controller / Assistant work service Agency shall be solely responsible and liable for any non-compliance of any laws, regulations and notifications. The Watch & Ward & Traffic Controller / Assistant work service Agency hereby indemnified and keeps indemnified the Company against any expense, costs, losses, damages, penal actions or otherwise that the Company may suffer or incur in this regards.

The Watch & Ward & Traffic Controller / Assistant work service Agency agrees to inform the Company immediately in writing in case the registration / exemption application is rejected by the State Government/ the appropriate authority.

Safety Precautions:

The Watch & Ward & Traffic Controller / Assistant work service Agency shall observe and follow all the safety rules / regulations and shall take every precaution that no accident or cause of threat to life and property takes place while executing the work assigned under this Agreement. In the event of any accident taking place and if the "COMPANY" is to suffer any loss or damage of any nature then the Watch & Ward & Traffic Controller / Assistant work service Agency shall indemnify and keep the "COMPANY" indemnified against any loss/damage that may be suffered by the "COMPANY". The Watch & Ward & Traffic Controller / Assistant work service Agency shall ensure that his employees do not enter in any other area/s other than work place under this agreement and shall further be responsible for all the acts, deeds, actions of his employees.

If the Watch & Ward & Traffic Controller / Assistant work service Agency fails to comply with any of the Labour Legislations as may be applicable and if the "COMPANY" has to suffer any loss, damage, expense, in respect thereof, then the Watch & Ward & Traffic Controller / Assistant work service Agency shall indemnify and keep the "COMPANY" indemnified against such loss, damage, expense, etc.

III. WARRANTIES; SERVICE LEVELS & PENALTIES

- A. the Watch & Ward & Traffic Controller / Assistant work service Agency warrants and represents that the Services to be provided under this Agreement shall be given by the Watch & Ward & Traffic Controller / Assistant work service Agency solely in consideration for the fee(s) stated herein, with no expectation for any additional compensation unless expressly agreed to in writing by the parties.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35</p>
---	--

- B. the Watch & Ward & Traffic Controller / Assistant work service Agency represents and warrants that it shall use its best efforts to perform the Services in the most cost-effective and efficient manner consistent with the required level of quality.
- C. the Watch & Ward & Traffic Controller / Assistant work service Agency warrants that the Services, product and/or materials provided under this Agreement shall conform with all the specifications for such Services to which the parties agreed to in writing or, if not in agreed to in writing, then as represented by “the Watch & Ward & Traffic Controller / Assistant work service Agency prior to the “COMPANY” being provided the Services.
- D. the Watch & Ward & Traffic Controller / Assistant work service Agency has further agreed that in the event of its services not being up to the mark the COMPANY reserves its right to deduct part/full of the amount as deemed fit, from the monthly bills or otherwise due to the Watch & Ward & Traffic Controller / Assistant work service Agency, without prejudice to right of the COMPANY to terminate the agreement under clause V of this Agreement.
- E. the Watch & Ward & Traffic Controller / Assistant work service Agency shall submit its statutory compliance report supported by the evidence of compliance along with the monthly bill.

IV. TERM

The Parties agree that the initial term (“Term”) of this Agreement shall be for 2 years , commencing from _____ AND terminating on _____ i.e. at the end of the 2 years period unless extended or terminated sooner in accordance with the provisions of this Agreement. Despite the termination or expiration of this Agreement, its terms shall remain in affect as to the any one or more Statements of Work whose term extends beyond the termination or expiration of this Agreement. Such Statements of Work may either expire according to their terms or be terminated in accordance with Section V.

V. TERMINATION

- A. Termination for Cause. If Watch & Ward & Traffic Controller / Assistant work service Agency is in material breach of this Agreement, and fails to adequately cure such breach within thirty (30) days after notice thereof, the MNGL/Company may terminate this Agreement immediately if the breach is not cured within 30 days mentioned above. The Watch & Ward & Traffic Controller / Assistant work service Agency shall be paid for the Services rendered according to the terms of this Agreement up to the date of termination.
- B. In the event of termination of this Agreement for cause, at the “COMPANY” request, the Watch & Ward & Traffic Controller / Assistant work service Agency shall continue to provide the Services outlined in this Agreement on the same terms set forth herein for a period of not more than One (1) month (“Transition Period”). The Transition

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

Period shall be utilized to enable the “COMPANY” to contract the Services to a third party.

VI. INVOICES, PAYMENT TERMS, SERVICE ORDERS AND TAXES

- A. The Watch & Ward & Traffic Controller / Assistant work service Agency shall raise a Monthly invoice in the name of **MAHARASHTRA NATURAL GAS LIMITED**. And send it by the 5th of the month at the following address.

Head (HR),
Maharashtra Natural Gas Limited
A Block, Plot No.27, Narveer Tanajiwadi,
PMPML Bus Depot Commercial Bldg., 1st Floor,
Shivaji Nagar, Pune– 411 005
020-25611000

- B. Payment terms shall be (15) days from date of receipt of a detailed Bill together with the relevant proofs of payment. The bill shall indicate the number of persons actually employed during the period, number of hours worked and overtime paid.

All payments to the Watch & Ward & Traffic Controller / Assistant work service Agency shall be made subject to deduction of the Income-tax at source as per the rates applicable from time to time. Further, the Watch & Ward & Traffic Controller / Assistant work service Agency shall raise the Invoices indicating therein all cesses, taxes and duties separately along with relevant registration No. as may be prescribed by the Law.

VIII. ACCOUNTABILITY

- A. the Watch & Ward & Traffic Controller / Assistant work service Agency accepts responsibility and agrees to be accountable for the handling of the Companies trade secrets, all business, technical, manufacturing, marketing, sales, financial or other confidential and proprietary information and know how (collectively referred to herein as "Data") and for controlling access to the same. Any violation or failure to meet the guidelines below would be cause for termination of this Agreement.

IX. CONFIDENTIALITY

- A. Each party (for purposes of this Section, the "Recipient"), agrees to hold in confidence and keep confidential the Confidential Information (defined below) disclosed by the other party (the “Disclosing Party”).

In this Agreement, the term “Confidential Information” shall mean all information relating to the management, operations, products and intellectual property of the Disclosing Party, including, without limitation, any and all information relating to inventions, trade secrets, know-how, designs, samples, processes, product performance data, supplier lists, customer lists, financial data, marketing information and computer programs.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35</p>
---	--

- B. Exceptions for Confidentiality.** Nothing in this Agreement will prevent the Recipient or the Recipient's employees from making use of or disclosing any Confidential Information disclosed to them by the Disclosing Party:
- (i) which is or becomes generally available to the public through no breach of this Agreement or any other obligation of the Recipient or the Recipient's Agents to the Disclosing Party;
 - (ii) of which the Recipient or the Recipient's Agents had knowledge before the date of this Agreement, as evidenced by competent proof, unless the same was disclosed to the Recipient or the Recipient's Agents by the Disclosing Party;
 - (iii) of which the Recipient or the Recipient's Agents obtained knowledge from a third party, as evidenced by competent proof, unless such third party obtained such Confidential Information in violation of any duty of confidence owed to the Disclosing Party;
 - (iv) which is independently developed by the Recipient as evidenced by competent proof, without in any way using the Confidential information of the Disclosing Party and without the aid or utilization of the personnel involved in the performance of this Agreement, or
 - (v) which is required to be disclosed pursuant to law or a rule, regulation, policy or order of a governmental authority having jurisdiction or pursuant to a final order or judgment of a court of competent jurisdiction and in such case the parties will cooperate with one another to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded to such Confidential Information.
- C. Use and Distribution of Confidential Information.** Confidential Information shall only be released to the Recipient's Agents on a need to know basis, and the Recipient shall establish procedures to ensure that the Confidential Information is restricted in release to the smallest number of the Recipient's Agents who are authorized and have a need to know and use the information of the Disclosing Party.
- D. Non-Disclosure of Agreements.** Except as may be required by law or applicable securities regulatory authorities, neither party will make public the existence of this Agreement or the bid details leading to or pursuant to this Agreement without the written consent of the other party, as provided by the publicity provisions of this Article.
- E.** After termination or expiration of this Agreement, the Watch & Ward & Traffic Controller / Assistant work service Agency will destroy or return to the "COMPANY" all Confidential Information, materials, data and documents provided to the Watch & Ward & Traffic Controller / Assistant work service Agency by the "COMPANY" and the material developed pursuant to Service Orders under this Agreement.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35</p>
---	--

X. INDEMNITY and HOLD HARMLESS

It is expressly agreed and understood that, to the fullest extent permitted by law, that the Watch & Ward & Traffic Controller / Assistant work service Agency shall indemnify, protect, defend, and save harmless the COMPANY, its officers, agents, employees on demand without demur from any and all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims judgments or any demands whatsoever, including prejudgment interest, attorney's fees, expert witness fees and all other expert and professional fees and expenses ["Claims(s)"], based on or resulting from any personal injury, including, but not by way of limitation, bodily injury, emotional injury, sickness or disease, or death to any person including but not limited to agents employees of the "COMPANY" or damage to property of anyone (including loss of use thereof), which injury, sickness, death or damage results from, arises out of or is in any way connected with the performance of this Agreement or the Services. the Security Agency's "obligation under this paragraph shall apply whether the Claim is caused or alleged to be caused by any active or passive act or omission of the Watch & Ward & Traffic Controller / Assistant work service Agency, the "COMPANY" or other party indemnified hereunder, provided however, that the Watch & Ward & Traffic Controller / Assistant work service Agency shall not be obligated to indemnify for those Claims which arise from the sole negligence or willful misconduct of the "COMPANY" or its agents. In Claims against any person or entity indemnified under this paragraph by an employee of the Watch & Ward & Traffic Controller / Assistant work service Agency, any one directly or indirectly employed by the Watch & Ward & Traffic Controller / Assistant work service Agency or anyone for whose acts "the Watch & Ward & Traffic Controller / Assistant work service Agency may be liable, the Watch & Ward & Traffic Controller / Assistant work service Agency's obligations under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Watch & Ward & Traffic Controller / Assistant work service Agency under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The foregoing and any other provision of this Agreement notwithstanding, the Watch & Ward & Traffic Controller / Assistant work service Agency shall be solely liable for any injury or death to employees or sub contractors of the Watch & Ward & Traffic Controller / Assistant work service Agency or damage to the Watch & Ward & Traffic Controller / Assistant work service Agency's" property occurring on the "COMPANY" premises for any reason.

XI. INSURANCE

The Watch & Ward & Traffic Controller / Assistant work service Agency shall insure for the following risks:

- i) Insurance for employees' health and or accidental injury, death etc.

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

- ii) Insurance against Workmen Compensation. For payment of compensation to employees of the Watch & Ward & Traffic Controller / Assistant work service Agency arising out of accident, if any.

XII. CONDUCT WITH OTHERS

Conduct with others means treating each other with dignity and respect. Each employee shall respect the feelings of others. We shall treat other employees the way other employees want to be treated. We should treat every employee, customers and suppliers, with dignity and respect no matter whether the person reports to us, is our supervisor, a co-worker, customer, the Watch & Ward & Traffic Controller / Assistant work service Agency or supplier.

Each employee should have respect for others. This means that each of us must try to understand the different backgrounds and ways of thinking of our people. This spirit is required for the "COMPANY" to succeed as a COMPANY. Disrespect causes conflict and hard feelings that take time and energy away from our work. We cannot afford this loss of productivity.

Each employee should realize that as a COMPANY, we are committed to giving women, people of color, people with disabilities, and others regardless of national origin, age, religion or sexual orientation, an equal opportunity in our workplace. We are also committed to acting affirmatively to ensure that, like everyone else, they are treated with respect.

XIII. DISPUTE RESOLUTION

In the event of a dispute under this Agreement the affected parties shall attempt to resolve the issues through discussions between the parties' representatives within a period of thirty (30) days.

In the event they are unable to successfully come to a resolution, the matter shall be referred to a single Arbitrator agreed by both the Parties. The Place of Arbitration shall be at Pune (India). The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996.

XV. REPRESENTATIONS AND OBLIGATIONS

A. Each party represents to the other that the execution, delivery and performance of this Agreement have been duly authorized.

B. The "the Watch & Ward & Traffic Controller / Assistant work service Agency shall comply with all State / Central Government Acts, Rules, Regulations, Notification, Circulars, Press Notes, Trade Notices, etc. as may be applicable to the Watch & Ward & Traffic Controller / Assistant work service Agency/Contract from time to time.

XV. MISCELLANEOUS

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

- A. **Governing Law and Venue.** This agreement shall be governed and construed according to the laws of India. All judicial proceedings shall be subject to the jurisdiction of Courts at Pune (India).
- B. **Extended Meanings.** In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include all genders. The word "person" includes, subject to the context in which it appears, an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative.
- C. **Notice.** Any notice, demand or other communication required or permitted to be given to either party shall be in writing and shall be:
- (i) Personally delivered to such party;
 - (ii) Sent by prepaid overnight courier; or
 - (iii) Sent by certified mail, return receipt requested.

Any notice, demand or other communication given pursuant to Subsections (i), (ii) and (iii) above shall be delivered or sent to the intended recipient at its address below:

If to THE COMPANY:

Head (Human Resources)
MNGL, A Block, Plot No.27, Narveer Tanajiwadi,
PMPML Bus Depot Commercial Bldg., 1st Floor,
Shivaji Nagar, Pune- 411 005
020-25611000

With a copy to:

The Secretarial & legal Department

If to the Watch & Ward & Traffic Controller / Assistant work service Agency:

Any party may from time to time change its address by written notice to the other party given in accordance with the provisions hereof.

Any notice, demand or other communication delivered in accordance with Subsections (i), (ii) or (iii) above shall be deemed to have been received on the day of its delivery.

- D. **Waiver and Amendment.** No amendment or waiver of this Agreement shall be binding unless executed in writing by both parties. Only the Company's legal / Human Resources is authorized to sign such amendments or waivers on behalf of

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

the COMPANY. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

- E. **Severability.** Any provision in this Agreement which is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.
- F. **Compliance with Local Rules.** While at the COMPANY locations, the Watch & Ward & Traffic Controller / Assistant work service Agency and the Watch & Ward & Traffic Controller / Assistant work service Agency's Agents shall comply with reasonable requests, standard rules and regulations of the COMPANY regarding personal and professional conduct.
- G. **Force Majeure.** Neither party shall incur liability to the other for delay in performance or for failure to perform under this Agreement if due to causes beyond its control, including, but not limited to, acts of God, acts of war, fire, riot, or intervention by any governmental authority, and each party shall take steps to minimize any such delay.
- H. **Engagement Management.** The overall engagement and performance of Services shall be managed by and under the direct supervision of _____. The Agreement 'owner' and primary contact at the COMPANY shall be _____.
- I. **Survival.** The following sections shall survive the termination and/or expiration of this agreement: confidentiality, indemnity and hold harmless, governing law, dispute resolution, intellectual property, warranties, and all subparts of this Section XVI.
- J. **Limitation of Liability.** NA.
- K. **No License.** Other than the express licenses granted in this Agreement, if any, no license, express or implied, by estoppels or otherwise, is granted to any intellectual property that is now or may hereafter be owned by a party by the disclosure of Confidential Information under this Agreement.
- L. **Assignment;** Watch & Ward & Traffic Controller / Assistant work service Agency shall not assign or subcontract this Agreement or any interest, obligation, payment or rights hereunder without the prior written consent of the Company. Only the COMPANY's Sr. Manager. - Human Resources can approve subcontractors for Services.
- N. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.
- O. **Transfer of Knowledge.** Upon the request of the "COMPANY", the Watch & Ward & Traffic Controller / Assistant work service Agency shall carry out the prompt and

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

efficient transfer to THE COMPANY and/or any supplier identified by the COMPANY of knowledge and information unique to this Agreement and associated with the Services.

P **Right to Audit.** The COMPANY reserves the right to audit compliance with the implementation of any and all aspects of this Agreement and to require the Watch & Ward & Traffic Controller / Assistant work service Agency's" documentation of its processes to the extent of such processes may impact the accuracy of the COMPANY financial reporting. This includes the right to hire and assign independent auditors to review compliance on behalf of the COMPANY. Refusal to allow or cooperate with such an audit will be considered grounds for termination for cause under Section V.

Q. **Liquidated Damages:**

It is expressly agreed by the "the Watch & Ward & Traffic Controller / Assistant work service Agency that supply of the Products/ services of exact quantity, quality and on time delivery is the essence of this contract and that in the event of failure to meet these parameters and if such failure is not corrected within a week from the date of receipt of information by the Watch & Ward & Traffic Controller / Assistant work service Agency, then THE COMPANY reserves the right to levy the liquidated damages on the Agency equal to a maximum of 1 month payment due and payable to them.

R. **Special Condition of Contract:**

The Special Condition of Contract (SCC) shall form part of the Master Agreement and in case of any contradiction between the SCC and Master Agreement, the SCC shall prevail.

S. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and supersedes all previous negotiations, letters of intent, letter contracts, writings, agreements and understandings, if any, heretofore had between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

MAHARASHTRA NATURAL GAS LIMITED

(Authorized signatory)

Witness

(Signature)

(Signature)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35</p>
---	--

The Watch & Ward & Traffic Controller / Assistant work service Agency

(Authorised Signatory)

Witness

(Signature)

(Signature)

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

EXHIBIT A

Statement of Work
Services & Service Performance Targets

Scope:

- (a) To ensure that the COMPANY's movable and immovable properties, of every description inter alia, including Company's premises, at Shivaji nagar Office, Chinchwad Office, Mother Station at Chikhli and all other location of every description inter alia, including premises, machineries, furniture and fixtures, stores, secret documents, drawings, software etc. located at the all the Company's' location at Pune and elsewhere, are guarded and appropriate security is provided to ensure that the property of every description owned and lying on the aforesaid Company premises is not damaged, stolen or removed without the permission of appropriate authority of the COMPANY and that Service Agency shall provide appropriate Watch & Ward & Traffic Controller / Assistant work service arrangement to ensure that the nature and intent of this Agreement is carried out to the fullest execution and satisfaction of the Company.

Description of Services:

- A) They will ensure that no movable property of any description owned / on the premises of the Company is stolen or damaged or lost or the same is not moved out of the Company by any person without authority and permission of MNGL Authority.
- B) They will ensure that no immovable property of any description owned by the Company is damaged or attempted to be damaged by any person and / or outside vehicle. In the event of any damage to any immovable property of the Company, and/or part thereof, including without limitation fence wall etc., the Authorized person of the Watch & Ward & Traffic Controller / Assistant work service Agency employees on duty at such time,
- C) They shall report such event immediately to the Company's designated Authority. Unless, the MNGL authority, under such circumstances, gives its decision about recovery or otherwise, the Guard or Authority of the Watch & Ward & Traffic Controller / Assistant work service Agency shall not allow the person/s and / or vehicle to leave the premises of the Company.
- D) They will ensure that no person other than authorized person enters the premises of the Company. In case, any unauthorized person is traced by guard on the Company premises, the Watch & Ward & Traffic Controller / Assistant work service Agency personnel will immediately report it to the appropriate authority of MNGL. Unless permitted by MNGL Authority, such person/s shall not be allowed to move within the premises by the Watch & Ward & Traffic Controller / Assistant work service Agency personnel without consent of MNGL Authority.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE</p> <p>Bid No.: MNGL/C&P/2017-18/35</p>
---	--

- E) They will ensure that vehicles of the Company, Company employees and visitors be parked separately at designated places and vehicles accessories and parts thereof are not damaged / stolen.
- F) They will ensure that only authorized vehicles are plying in the Company premises and shall not allow Drivers, cleaners, helpers etc. coming with vehicles to roam around or enter the office premises or such other restricted places, within the Company premises.
- G) Any person not being an employee of the Company seen on the premises without identity card or Visitor's Badge shall be escorted by the Watch & Ward & Traffic Controller / Assistant work service Agency employees till such person leaves the premises unless such person has been specifically permitted by Company authority to enter the premises of the Company.
- H) Any person, seen on the premises without identity card or Visitor's Badge shall be escorted by the Watch & Ward & Traffic Controller / Assistant work service Agency employees to the Office. The Watch & Ward & Traffic Controller / Assistant work service Agency shall immediately inform MNGL Authority about such incidence and take further directions about the same from the concerned MNGL Authority or other Company official.
- I) They will make consistent and periodic (hourly) rounds and shall patrol the Company premises to ensure adequate safety and security of the entire premises and property of every description therein.
- J) Supervisor/s of the Watch & Ward & Traffic Controller / Assistant work service Agency shall have separate identification and shall ensure that each of the Guard/s is carrying out his/her duties properly and diligently.
- K) the Watch & Ward & Traffic Controller / Assistant work service Agency guards shall submit daily reports to the Watch & Ward & Traffic Controller / Assistant work service Agency Officers and the Watch & Ward & Traffic Controller / Assistant work service Agency Officers / representative shall submit such reports to MNGL Authority on day-to-day basis including reports about any untoward event, experience, abnormal observations related to the movement of any person/s, material, and / or vehicle within or around the Company premises, indiscipline behavior of any person on the premises. A format of the daily report covering above mentioned areas shall be designed by the Watch & Ward & Traffic Controller / Assistant work service Agency in consultation with the MNGL Authority.
- L) They will not consume tobacco, or liquor or drugs in any form while on the premises of the Company.
- M) They will immediately report to MNGL Authority about any suspicious movement of material, vehicles, documents, person to avoid any untoward situation.

Service Level Targets and Performance Metrics:

- A. It is expressly understood and agreed that the Guards posted on the premises of the Company shall require reasonably different types of skills, qualifications and ability. Therefore, it will be sole responsibility of the Watch & Ward & Traffic Controller / Assistant work service Agency to provide

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

appropriate number of Guards having adequate qualifications and competency to carry out their duties and responsibilities effectively and diligently. The Company will indicate its requirements to the Watch & Ward & Traffic Controller / Assistant work service Agency from time to time.

- B. The Company may from time to time inform the Watch & Ward & Traffic Controller / Assistant work service Agency in writing of its requirements for specific functions and activities relating to services to be rendered by the Watch & Ward & Traffic Controller / Assistant work service Agency and the Watch & Ward & Traffic Controller / Assistant work service Agency agree to comply with the same.
- C. As regards the Guards to be posted on the premises of the Company, the Watch & Ward & Traffic Controller / Assistant work service Agency shall ensure that –
- (i) All Guards/ Supervisors shall be Civilian / Ex-serviceman (as per Scope of Work) and possess experience & competence to undertake the services hereof and shall be medically, physically and mentally fit to carry out duties as an efficient Guard / Supervisor.
 - (ii) All Civilian Guards should be in the age group of below 45 years and Ex-serviceman in the age group below 58 years.
 - (iii) The Guards are provided with appropriate Uniforms, shoes, safety equipments, wooden stick, torch etc.
 - (iv) All Guards must be aware as to how to communicate effectively on telephone and should be provided with mobiles with adequate training to operate such equipments etc.
 - (v) All Guards have to be punctual and shall behave in disciplined manner under all circumstances.
 - (vi) All Guards are trained in providing First Aid, fire fighting operations, use of fire tender and the Fire Hydrant system and having a permanent Driving Licence. They should also be trained in attending and facing emergency duties including the thefts and unrest labour situation including inbuilt competencies to face situation under militancy.
 - (vii) All conditions as specified in the Act issued under the Private Securities Agencies (Regulation) Act regarding Training, Police Verification, Physical requirements etc. of the guards are complied with as stated in the said Act or such other schedules and conditions as may be directed by the State Government from time to time.
 - (viii) They shall not accept any gift or reward in any shape or form which would create conflict of interest as regards their duties towards the Company.

Nos. of Watch & ward & Traffic Controller / Assistant Personnel

Deployment of Watch & Ward and Traffic Controller / Assistant personnel in the Company's premises will be as under:-

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

Sr. No.	Location	Category	No. of required person per day
1	MS Shivaji Nagar	Traffic controller	9
		Security Supervisor	1
2	MS Kothrud Depot	Traffic controller	2
3	Shivaji Nagar Office	Security Supervisor	4
4	MS Chikhali	Traffic controller	6
		Security Supervisor	2
5	Chinchwad Office	Assistant	3
		Security Supervisor	1
6	S T Nagar	Traffic controller	1
7	Fursungi	Traffic controller	3
8	New Shivajinagar Office	Assistant	2
9	New Viman Nagar Office	Assistant	2
10	DBS PMC Mukundnagar	Traffic controller	6
11	Katraj	Traffic controller	2
12	Swargate	Traffic controller	2
13	Nigdi	Traffic controller	2

In addition, based on requirement no. of Watch & Ward and Traffic Controller / Assistant personnel can be increased / decreased and communication to this effect will be given to the Watch & Ward and Traffic Controller / Assistant work service Agency by _____.

1. The Watch & Ward and Traffic Controller / Assistant work service Agency shall annex its performance report to the monthly bill duly approved by MNGL Authority from time to time. In addition to a normal performance report it will also evidence the developmental areas related to the Security system, executed during each month as against the expectations of MNGL. In the absence of such report to the satisfaction of the Company, it will be presumed that the Watch & Ward and Traffic Controller / Assistant work service Agency has failed to perform its duties hereunder. the Watch & Ward and Traffic Controller / Assistant work service Agency has further agreed that in the event of its services not being up to the mark, the COMPANY reserves its right to deduct part/full of the amount, as

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35</p>
---	--

deemed fit, from monthly bills or otherwise due to the Watch & Ward and Traffic Controller / Assistant work service Agency without prejudice to right of the COMPANY to terminate the agreement under clause V of this Agreement. This action will be taken by the Director Commercial/ Sr. Manager H.R., on the basis of the reports from the MNGL Authority.

In addition to the above performance report, the Watch & Ward and Traffic Controller / Assistant work service Agency shall submit its statutory compliance report supported by the evidence of compliance along with the monthly bill.

2. The Watch & Ward and Traffic Controller / Assistant work service Agency has agreed to engage and deploy such number of Guards and Supervisors/Inspectors as are sufficient to carry out the duties and responsibilities under this Agreement and pay them according to the provisions of Minimum Wages Act, 1948 or any other similar applicable enactments. The Watch & Ward and Traffic Controller / Assistant work service Agency shall submit documentary evidence of such payment along with its monthly bills. In the event of the Watch & Ward and Traffic Controller / Assistant work service Agency not providing sufficient Number of Guards/employees to the Company to carry out duties and obligations undertaken in this Agreement, the Company, shall have the right to deduct such appropriate amount, as it may deem fit, from the monthly bills payable by the Company to the Watch & Ward and Traffic Controller / Assistant work service Agency. Upon being required in writing by the MNGL Authority, the Watch & Ward and Traffic Controller / Assistant work service Agency agrees to hold enquiry and if required, to remove any of its Guards / Supervisor / Inspector / Officer employed who, in the opinion of the Factory Manager OR Designated Officer, is acting prejudicial to the interest of the Company or who is physically and / or mentally unfit to work or do not meet the desired qualification and experience.
3. The Watch & Ward and Traffic Controller / Assistant work service Agency has agreed that its guards and employees at work will always wear the uniform in clean and good condition. The Watch & Ward and Traffic Controller / Assistant work service Agency further agrees that its employees will wear / put on the safety shoes and carry safety equipments while at work in applicable areas.
4. The Watch & Ward and Traffic Controller / Assistant work service Agency hereby agrees that it shall comply with and observe all the existing provisions of the Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act, 1948, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Payment of Bonus Act, Payment of Gratuity Act, Employees State Insurance Act, and such other statutory enactments, rules and regulations, circulars stipulated/issued by the state and / or Central Government or local body force / coming into force from time to time.

The Watch & Ward and Traffic Controller / Assistant work service Agency shall be solely responsible to obtain due permissions, registration licenses under

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE</p> <p>Bid No.: MNGL/C&P/2017-18/35</p>
---	--

applicable statutes & maintain all registrations & records stipulated under relevant Act / Law.

The Watch & Ward and Traffic Controller / Assistant work service Agency has agreed to timely payment of minimum wages and other dues of its personnel including special allowance, Bonus, P. F., E.S.I., H.R.A., overtime wages etc. legally due to its employees and has solely undertaken the responsibility in that behalf, as the “Employer”.

The Watch & Ward and Traffic Controller / Assistant work service Agency shall be solely and exclusively responsible and liable for all statutory payments throughout the period of this agreement and also for payment of dues and terminal benefits as the case may be to its employees in all categories including salary, wages, bonus, provident fund, gratuity, payment benefits, payment under E.D.L.I. Scheme, E.S.I. and any other contributions prescribed by law and compensations under Industrial Disputes Act, E.S.I. Act, Employee Compensation Act etc. The Watch & Ward and Traffic Controller / Assistant work service Agency shall be liable to face civil or criminal action that the Government, Municipal, local authorities or private persons, firms may take against it and shall immediately indemnify and save loss to the Company in case it is made a party to such proceedings and the Company shall recover from the Watch & Ward and Traffic Controller / Assistant work service Agency all costs, fees (Including court fees), compensations, and damages paid, losses suffered or penalties paid by the Company and / or its officer/s in all types of complaints, petitions, claims, actions, proceedings, hearings etc.

5. It is made abundantly clear to the Watch & Ward and Traffic Controller / Assistant work service Agency and agreed and accepted by and between the parties that there is no employee-employer relationship or any other relationship of such nature between the Company and the Watch & Ward and Traffic Controller / Assistant work service Agency employees. The Watch & Ward and Traffic Controller / Assistant work service Agency, in its best endeavor and capacity, would maintain harmonious relationship with its employees. The Watch & Ward and Traffic Controller / Assistant work service Agency shall as an employer have exclusive right to recruit, transfer, terminate its personnel deployed hereunder and such personnel shall subject to the terms hereof, be under direct supervision of and control of the Watch & Ward and Traffic Controller / Assistant work service Agency.
6. The Watch & Ward and Traffic Controller / Assistant work service Agency shall keep license under the Contract Labour (Regulation and Abolition) Act, 1970 and other required permissions duly renewed and valid at all times and ensure compliance with all statutory requirements thereof.
7. If any theft takes place or any damage or loss to the movable or immovable property on the premises of the Company is caused due to the negligence of the Watch & Ward and Traffic Controller / Assistant work service Agency employees

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35</p>
---	--

or its misbehavior, then the Watch & Ward and Traffic Controller / Assistant work service Agency shall be solely responsible and liable for the same and keeps the Company indemnified, against such losses, costs, etc. to the Company. The Company shall not be liable for any loss, accident, damage etc. of the Watch & Ward and Traffic Controller / Assistant work service Agency and its personnel.

8. The Watch & Ward and Traffic Controller / Assistant work service Agency shall ensure that the services are provided uninterrupted twenty four hours a day and 365 days of the year to ensure that the premises and property of the Company is properly guarded. In the event of the Watch & Ward and Traffic Controller / Assistant work service Agency personnel going on strike or otherwise disrupt the services hereunder, the Watch & Ward and Traffic Controller / Assistant work service Agency undertakes to forthwith make alternate arrangements, failing which the Company will be entitled to make its own arrangements and recover any expense towards the same from The Watch & Ward and Traffic Controller / Assistant work service Agency.
9. The Watch & Ward and Traffic Controller / Assistant work service Agency shall hold monthly meeting with designated Officers of the Company and understand the issues, problems etc., if any, in regards to this Agreement and minutes of such meetings shall be prepared and signed by both.
10. The Watch & Ward and Traffic Controller / Assistant work service Agency hereby indemnifies and keeps the Company indemnified against any loss, damages, cost, expenses borne by the Company due to negligence on the part of the Watch & Ward and Traffic Controller / Assistant work service Agency or its guards or personnel deployed by them, as also due to violation of any of the statutory obligation cost on the Watch & Ward and Traffic Controller / Assistant work service Agency agree to execute due Indemnity bond to that effect separately.
11. It is agreed that the Watch & Ward and Traffic Controller / Assistant work service Agency shall pay to the Guards the actual remuneration claimed from the Company mentioned in the pricing except the Services charges.



**MAHARASHTRA NATURAL
GAS LIMITED**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS
FOR PROVIDING WATCH & WARD & TRAFFIC
CONTROLLER / ASSISTANT WORK SERVICES
AT MNGL, PUNE
Bid No.: MNGL/C&P/2017-18/35**

PART-E

Schedule of Rates (SOR)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35</p>
---	--

Schedule of Rates (SOR)

PREAMBLE TO PRICE SCHEDULE / SCHEDULE OF RATES (SOR):

1. The applicable schedule rate [minimum wages] shall be revise as per the gazette notification of the appropriate government.
2. The schedule of rates shall be read in conjunction with other sections with this Bidding document.
3. The contractor is deemed to have studied the details of services to be done within the time schedule and should have acquainted himself of the conditions prevailing in the region(s).
4. The quantities given in the Scope of Work are indicative, tentative and approximate.

 MAHARASHTRA NATURAL GAS LIMITED	RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR PROVIDING WATCH & WARD & TRAFFIC CONTROLLER / ASSISTANT WORK SERVICES AT MNGL, PUNE Bid No.: MNGL/C&P/2017-18/35
---	---

PART-E
SCHEDULE OF RATES(SOR)

(BID DOCUMENT NO. MNGL/C&P/2017-18/35)

SL. NO	ITEM DESCRIPTION	SERVICE CHARGE RATE IN (%) PERCENTAGE TERMS ONLY UP TO TWO DECIMAL POINT
(1)	(2)	(3)
1	% (Percentage) of SERVICE CHARGES REQUIRED for providing Services as per the scope of tender	In figurepercent In Wordspercent
		APPLICABLE GOODS & SERVICE TAX RATE IN (%) PERCENTAGE TERMS ONLY (AFTER CONSIDERING ABATMENT IF ANY)
2	Please indicate THE APPLICABLE GOODS & SERVICE TAX in %(percentage terms) after considering abatement if any	In figurepercent In Wordspercent

Note:

1. Fixed consolidated monthly payment is admissible as per clause no. **1 of Scope of Work and SCC** for execution of the contract.
2. In case the services are required on Weekly Holiday/ National Holidays, MNGL shall pay for relieving duty charges. Service charge shall be paid in quoted % terms on gross payment of (Monthly consolidated fixed Pay rate + Relieving duty charges) excluding Goods & Service Tax.
3. Please indicate the applicable goods & service tax in % (percentage terms). Any change in Goods & Service Tax shall be payable after submission of a copy of the Govt. notification.
4. Goods & Service tax if payable, then the same shall be reimbursed by MNGL at actuals against proof of payment for the services rendered and on receipt of Cenvatable invoice only.
5. Service charges quoted by bidder should be more than zero percent and service charges quoted in negative shall lead to rejection of the bid.

Bidder's Signature & Seal _____