 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>REPLY TO BIDDERS QUERIES AGAINST TENDER FOR PROCUREMENT OF SS TUBES FOR CNG &amp; CGD NETWORK OF MNGL, PUNE</b>  <b>Bid No.: MNGL/C&amp;P/2018-19/16</b>
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**Date: 05.05.2018**

**Replies to Queries of the Bidders**

**SUB: Replies to queries of the bidders for Tender for Procurement of SS Tubes for CNG & CGD Network of MNGL, Pune**

REF: Bid Document No. MNGL/C&P/2018-19/16 dated 20.04.2018.

Dear Sir,

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


Sl. No.	Bidder's Query / Clarification	MNGL' Reply
	<b>Commercial:</b>	
1	Request to share Foreign Vendor SOR for the tender.	Foreign Bidder SOR is enclosed herewith as Annexure – I.
	<b>Technical:</b>	
1	6.0 SPECIFICATION, Page No.86 of 91 Tubing material shall have minimum molybdenum content 2.5%.  - Your technical specification on Moly percentage is mentioned 2.5%. Kindly note we have always supplied & even the existing order is with min. 2% Moly which is as per ASTM A269 standard.  As such we request your amendment on the same.	Tender Condition prevails.

**Also note the following modified and additional clauses for Foreign Bidder :**

**“1. INVITATION FOR BIDS :**

**II. TYPE OF BID : Limited International Competitive Bidding**

**V. EARNEST MONEY/ BIDSECURITY** : For Indian Bidder: Rs.2,00,000/-  
For Foreign Bidders: USD 3,077/-  
in the form of Demand Draft/BG to be in favour of **“Maharashtra Natural Gas Ltd.”** payable at **Pune.**

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## 2. INSTRUCTIONS TO BIDDERS :

- 12.5 Foreign Bidders shall submit prices separately for the following (as per Price Schedule).  
A) CIF Port of Discharge (INDIA).
- 12.6 The delivery terms shall be interpreted as per INCOTERMS 2010.
- 13.2 Foreign bidders may submit bid in Indian Rupees and / or in US Dollars [*Applicable in ICB tender*].
- 13.3 A bidder expecting to Incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of ITB Clause 13.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.
- 21 Agent/ consultant/ Representative/ Retainer/ Associate [*Applicable for ICB tenders only*]
- 21.1 MNGL would prefer to deal directly with the manufacturers/ principals abroad but in case they decide to have their Agent/Consultant/Representative/Retainer/ Associate in India and pay commission for their services against a particular tender, it should be bare minimum and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/ Consultant /Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/ Consultant/ Representative Retainer/ Associate in India.
- 21.2 In the event bidder is having as Agent/ Consultant/ Representative/ Retainer/ Associate/ servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/ Consultant/ Representative/Retainer / Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/ Representative Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/Consultant Representative/Retainer/ Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to MNGL. Such remuneration/commission will be paid by MNGL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration commission either in India or abroad is being paid to anyone (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of MNGL.

The following particulars will also be furnished by the bidder:

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

21.3 Overseas bidder should send their bids directly and not through Agent/ Consultant/ Representative / Retainer /Associate Agent Consultant Representative Retainer/ Associate of the overseas manufacturers/suppliers are, however, permitted to purchase bidding documents and attend bid opening provided such as Agent/ Consultant / Representative/ Retainer/ Associate has a power of attorney / letter of authority setting out very clearly his role, which will be limited to such areas of activity as purchase of bidding documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney / letter of authority is submitted to MNGL in advance for scrutiny and acceptance or otherwise.

**33.2 (B) Foreign Bidders:**


The evaluated price of foreign bidders shall include the following:

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

The total Goods & Service Tax amount shall be considered as CENVAT Credit amount available to the owner.

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

- i) Total value on FOT site basis including liability towards customs duty, Goods & Service Tax, all other taxes & duties, levies, transportation, all insurance and all other costs as applicable up to Final Acceptance of work complete in all respects covered under para A or B above.
- ii) Cost of mandatory spares, if any.
- iii) **The total site price quoted shall be compared.**
- iv) Third party inspection charges (if sought in Price Schedule) as quoted by Foreign Bidder. For Domestic Bidder Third Party Inspection will be carried by

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owner / consultant and cost towards this @0.5% of the ex-works price of the equipment for price comparison purpose only.

### 3. FORMS & FORMATS :

#### F – 9A [APPLICABLE FOR ICB TENDERS] PACKING, MARKING AND SHIPPING INSTRUCTIONS

#### 1.0 PACKING

- 1.1 Packing shall be strong and sturdy such that it can withstand loading/unloading, pushing and crane lifting etc. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new and unless otherwise specified, shall be of packers standard for export shipments.
- 1.2 Fragile articles should have special packing materials depending on type of materials.
- 1.3 Pipes shall be packed as under:
  - a) Up to 50 mm NB in Wooden cases/crates
  - b) Above 50 mm NB and up to 100mm NB in Bundles and the bundles should be strapped at minimum three places
  - c) Above 100mm NB in loose Individual cases / bundles must contain the pipes of same size and length. Ends should be capped.
- 1.4 Pipes/tubes of stainless steel, copper etc., shall be packed in wooden cases irrespective of sizes.
- 1.5 All soft and delicate surfaces on equipment material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.
- 1.6 All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 1.7 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Irons/steels angle should be provided at the place where sling markings are made to avoid damage to package/equipments while lifting.
- 1.8 All threaded fittings and pipes should be greased and provided with plastic caps.
- 1.9 Attachments and spare parts of equipments and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.

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- 1.10 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 1.11 Wherever required equipments/materials shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect them.
- 1.12 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in water proof envelope and covered by metal cover. In case of bigger dia pipes and large equipments, documents contained in the envelope shall be fastened inside a shell connection with an identifying arrow sign 'Documents' applied with indelible paint.

**2.0 MARKING**

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

Purchaser: Maharashtra Natural Gas Limited

Destination:

Purchase Order No .....

Net Wt .....Kgs .....Gross Wt..... Kgs.

Dimensions .....X.....X..... CM

Package No. (S. No. of total packages) .....

Seller's Name .....

- 2.2 Letters, hares, marks etc, used for marking shall he stencil printed. Handwriting should be avoided as for as possible. Size of letters shall be optimum for each package dimension.
- 2.3 In case of bundles or other packages wherever marking can not be stenciled same shall he embossed on metal or similar tag and wired securely at minimum two convenient points and both ends shall be suitably protected/covered. In case of loose pipes sticker of above markings should be pasted on inner wall corner of each pipe on both sides.

**3.0 SHIPMENT**

**3.1 BY SEA**


- 3.1 All shipment of materials shall be made by First class direct vessels. All shipments shall be under deck unless carriage on deck is unavoidable.

**3.2 BY AIR**


Wherever the shipments are to be effected by Air, the same shall be dispatched THROUGH reputed Airlines.

**4.0 SHIPPING DOCUMENTATION**

- 4.1 All documents shall be in English Language.

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- 4.2 **DOCUMENTS REQUIRED BEFORE SHIPMENT**  
Proforma Packing Lists and sketches of Over Dimensioned Cargo should be forwarded to Purchaser in triplicate.
- 4.3 **DOCUMENTS REQUIRED AFTER SHIPMENT**
- 4.3.1 The Supplier shall air mail the shipping documents stated hereinbelow after the shipment has been made so that the same are received at least two weeks prior to the arrival of vessel at destination Port. Copies to Port Office must be sent immediately through International Courier.
- 4.3.2 The Supplier shall be fully responsible for any delay and/or demurrage that may become payable at destination Port on account of delay in transmittal of following shipping documents.
- i) Commercial Invoice
  - ii) Bill of Lading
  - iii) Inspection Release Note
  - iv) Packing List
  - v) Freight Memo
  - vi) Certificate of Origin
  - vii) Test Certificate
  - viii) Certificate of Measurement and Weight
- 4.3.3 One set each of the above documents is to be sent by first class courier to Purchaser at the address given in the Bidding Document and to Engineer-in-Charge (Respective Project Sites).
- 4.3.4 In case of air shipments, two sets of non-negotiable documents consisting of Commercial Invoice (ink signed). Packing list, Certificate of Origin, Technical Literature shall be handed over to Airlines with the instructions that the same should be handed over along with cargo arrival notice and copy of Airway Bill to Destination Airport Notify party.
- 4.4 **BILL OF LADING**  
Bill of lading shall be 'Clean on Board'. Ocean Bill of Lading be made in favour of Purchaser or order OF the bank (and not order of the shipper) and the notify column should indicate Maharashtra Natural Gas Limited with address
- 4.5 **PACKING LIST**  
Packing list must show, apart from other particulars actual contents in each case, net and gross weights and dimensions and the total number of packages.  
In case of pipes and plates in bundles, number of pipes/plates with individual length/size in each bundle must Be indicated.
- 5.0 **SHIPPING ADVICE**
- 5.1 Within 48 hours after shipment, the Supplier SHALL send shipping advice by way of Cable Fax to Engineer-in-Charge at respective project sites and Purchaser at the address given below in clause 6.0 giving particulars of the shipment, vessel's

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name/Airlines, Flight No. & Date on which materials actually left (and NOT tentative flight No. and Date), Port of Shipment, Bill of Lading No. & Date, contents in brief. Purchase Order Number, total FOB and Freight Values, number OF Packages and total gross weight, ETD & ETA of vessel. In case of Air shipment through consolidation services, information must contain both Master Air Way no. & House Airway Bill no.

5.2 In case of free replacement supply of components/parts, the supplier shall advise by cable Fax above dispatch particulars ALONGWITH specific statement 'Free Supply' Value for customs purposes only'.

6.0 **ADDRESSES**

6.1 Project Consignee:

Maharashtra Natural Gas Ltd.,  
Plot no. 27, 1st Floor,  
Narvir Tanaji Wadi PMPML Bus Depot Commercial Building,  
Shivajinagar, Pune - 411005  
Ph. No. – +91-20-25611000  
Fax no. – +91-20-25511522  
Email- gasaid@mngl.in

6.2 Consignee (for sea port/ airport of entry):

6.3 Chief General Manager (P&P)

Maharashtra Natural Gas Ltd.,  
Plot no. 27, 1st Floor,  
Narvir Tanaji Wadi PMPML Bus Depot Commercial Building,  
Shivajinagar, Pune - 411005  
Sea Port . Airport of Enrty : MUMBAI

6.4 Storehouse(s):


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

6.5 Bankers

Corporation Bank,  
Jeevan Prakash Building,  
LIC University Road,  
Shivajinagar, Pune-411005

6.6 Paying Authority:

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

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7.0 SHORT SHIPMENTS

7.1 Seller should thoroughly check all items in the packing before effecting shipment, If any item(s) are found short packed in sound boxes on examination at project site. Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short packed items.

**4. SPECIAL CONDITIONS OF CONTRACT :**

**3.0 Payment Terms for Foreign Bidders only**

- 90% (Ninety percent) of supply value on receipt of goods at CIF Indian Port through an irrevocable letter of credit and on submission of shipping documents required as per Packing, Marking, Shipping and Documentation Specification for Imported Materials viz.
  - i) Invoice in triplicate
  - ii) Inspection Release note by inspection agency appointed / approved by Owner.
  - iii) Clean Bill of Lading
  - iv) Packing List
  - v) Country of Origin Certificate
  - vi) A certificate from manufacturer that the all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement. In case manufacturer is not the contractor the contractor owning overall responsibility will duly endorse this certificate.
  - vii) Bill of Entry
  - viii) Insurance cover note covering inland transit insurance in India.
  - ix) Performance Bank Guarantee(s) of 10% of Total Order Value. If already submitted, a copy of the same.
  - x) Documents as specified in the Technical Specifications/ Material Requisition, Volume-II of II of the Bid Document.
  - xi) In case of delay in supply as on the date of receipt of material at Indian port (as per Bill of Entry) the invoice value shall be reduced to take care of stipulation of PRS clause of the contract taking into account delay till date.

The letter of credit shall be established after the seller submits the performance bank guarantee alongwith the unconditional Acceptance of Purchase Order / Delivery Order.

- 10% (ten percent) within 30 (thirty) days after receipt and acceptance of goods at site alongwith submission of following documents:
    - i. No Claim Certificate.
- 5.0 Inspection agency for indigenous items: MNGL / Third party inspection agency appointed by MNGL.
- **Inspection agency for imported items: Third Party inspection charges shall be included by Foreign Bidder in the CIF rate & inspection shall be carried**



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**out from Third party inspection agency approved by MNGL. Following is the list of Third Party Inspection Agencies approved for carrying out inspection.**

1. M/s Quality Services and Solutions Pvt. Ltd.
2. M/s Bureau Veritas (India) Pvt Ltd.
3. M/s Germanischer Lloyd Industrial Services, GmbH.
4. M/s Certification Engineers International Limited.
5. M/s TÜV SÜD South Asia Pvt. Ltd.
6. M/s VCS Quality Services Pvt Ltd.
7. M/s International Certification Services Pvt Ltd.
8. M/s TQ Services, A Div. of Tata Projects Ltd.
9. M/s RINA India Private Limited
10. M/s ABS Industrial Verification (I) Pvt. Ltd
11. M/s. SGS India Pvt. Ltd.
12. M/s. Moody International India Pvt. Ltd.
13. M/s. Vincotte International India Assessment Services Pvt. Ltd.

**The above is also applicable to Authorized Indian Supplier of Foreign Manufacturer & authorized supplier (bidder) should include the cost of Third Party Inspection charges in Ex-Works Price of the SOR item.”**

Please submit the signed & stamped copy of Replies to Queries of the Bidders along with tender document with your techno-commercial offer as a token of acceptance.

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

With regards.

Ganesh Said  
Sr. Manager (C&P)



**MAHARASHTRA  
NATURAL GAS LIMITED**

**REPLY TO BIDDERS QUERIES AGAINST TENDER  
FOR PROCUREMENT OF SS TUBES FOR CNG & CGD  
NETWORK OF MNGL, PUNE**

**Bid No.: MNGL/C&P/2018-19/16**

**PRICE SCHEDULE FOR NON INDIAN (FOREIGN) BIDDERS**

**NAME OF BIDDER :**  
**BID DOCUMENT NO. : MNGL/C&P/2018-19/16**  
**PROJECT : CNG AND CITY GAS DISTRIBUTION FOR PUNE CITY**  
**ITEM : SS Tubes for CNG filling Stations**

**Country of Origin..... \***

**Foreign Port of Loading ..... \***

**Currency ..... \***

Item No.	Description	UNIT	QTY	Currency	Unit Price (please indicate currency at column (5))	Total Price	
					CIF, Mumbai	CIF, Mumbai (4 X 6)	Port Handling , Port Clearance, Inland Freight including transit insurance from Indian Port of Unloading to Project Site <b>(In Indian Rupees)</b>
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.0	<b>SS Tubes, conforming to Technical Specification No. MNGL/TS/SS TUBES/01 for SS Tubes of following sizes, specifications as indicated below :</b>						
1.1	Size : 1" OD Wall thickness - 0.120", Material - SS316 Tolerance - (+0.005"), Finish - Fully Annealed Seamless, Hardness ≤ Rb80	Meter	394				
1.2	Size : 3/4" OD Wall thickness - 0.095", Material - SS316 Tolerance - (+0.005"), Finish - Fully Annealed Seamless, Hardness ≤ Rb80	Meter	7937				
1.3	Size : 1/2" OD Wall thickness - 0.083", Material - SS316 Tolerance - (+0.005"), Finish - Fully Annealed Seamless, Hardness ≤ Rb80	Meter	1294				

**Note:**

1. **The Price evaluation shall be carried out on item wise basis.**
2. **For Indian bidder inspection shall be carried out by Owner / Consultant and the loading for Inspection on the Indian bidders shall be considered @0.5% of the ex-works price of the equipment for price comparison purpose only.**
3. **Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above. Bidder shall note that any error in estimating these taxes & Duties will be to Bidder's Account.**
  - a. **Goods & Service Tax @-----in India**
  - b. **Any other Taxes, duties against works carried out in India -----**
4. **Indian Agency Commission already included in (CIF) Prices**  
**Indicate percentage of CIF Price for Item A \_\_\_\_\_**
5. **Information marked '\*' shall also be furnished by the Bidder**

**SIGNATURE OF BIDDER**