



**MAHARASHTRA NATURAL
GAS LIMITED**

**Tender for Procurement of HP Servers with AMC to migrate
the GIS application.**

Bid No.: MNGL/CP/2025-26/43



MAHARASHTRA NATURAL GAS LIMITED

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

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

**Bid document for
Procurement of HP Servers with AMC to migrate the GIS
application.**

**UNDER OPEN DOMESTIC COMPETITIVE BIDDING
(THROUGH E-TENDERING MODE)**

Bid Document No.: MNGL/CP/2025-26/43 Dt: 18.07.2025.



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PART A

1. INVITATION FOR BIDS (IFB)



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INVITATION FOR BIDS (IFB)

BID DOCUMENT NO.: MNGL/CP/2025-26/43

Date: 18.07.2025

M/s Maharashtra Natural Gas Ltd., Pune invites online bids (Technical & Financial) **UNDER TWO BID SYSTEM** from eligible bidders for the item(s) in complete accordance with the Bid Documents.

1.0 TENDER INFORMATION

Tender document number	MNGL/CP/2025-26/43 dated 18.07.2025 .
Item(s)	Tender for Procurement of HP Servers with AMC to migrate the GIS application.
Type of Bid	Open Domestic Competitive Bidding
Time Schedule	As per Scope of Work of tender document
Earnest Money / Bid Security	Rs. 2,00,000/- in the form of Demand Draft / BG / Online through e-portal to be in favour of "Maharashtra Natural Gas Ltd." payable at Pune.
Bid Security Validity	6 (Six) months from bid due date
Tender Fee ((Non-refundable)	Not applicable
Bid Validity	4 (Four) months from the bid due date
Pre-bid meeting date and time	Thursday, 24 July 2025 - 11:00am – 12:00pm Video call link: https://meet.google.com/xnd-pcjq-adg
Bid Submission at	https://etenders.gov.in
Bid submission due date and time	<u>01.08.2025 till 15:00 Hrs. IST</u>
Techno-commercial bid opening date and time	04.08.2025 at 16:00 Hrs. IST
Price bid opening date and time	Date and time shall be intimated later
Address for submission of EMD/Bid Security and venue for pre-bid meeting and opening of bids	Deputy Manager (C&P Department) Maharashtra Natural Gas Ltd., Pride Purple Coronet, 2 nd Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611157 / 1190 Email: balakrishna.thatikonda@mngl.in / gasaid@mngl.in
Bidders Eligibility Criteria and Bid Evaluation Criteria	As per Annexure - I to IFB in tender document

NOTE: Bidders are advised to complete the registration with e-tender portal (<https://etenders.gov.in>) at least two working days prior to bid submission date.



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Please note that in accordance with the general conditions of tender, MNGL may amend these dates of the tender process at its sole discretion. In case any of the specified dates are declared a public holiday, the deadline shall be the next working date.

2.0 BIDDING PROCEDURE

Bidding will be conducted through Open Domestic Tendering. Single Stage Two Bid system is adopted for this tender. The submission and opening of bids will be through e-tendering mode at <https://etenders.gov.in/eprocure/app>. Tender document can be downloaded from the website <https://etenders.gov.in/eprocure/app> or from e-tender link given on official MNGL website www.mngl.in.

Note: To participate in the e-tendering, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself on CPPP's website <https://etenders.gov.in/eprocure/app>. Please also note that the bidder has to obtain digital signature token for applying in the tender and in general, activation of registration may take 24 hours subject to the submission of all requisite documents required in the process.

Note: MNGL in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non-registration.

(The bids have to be submitted online in electronic form on <https://etenders.gov.in/eprocure/app> only. No physical bids will be accepted.)

3.0 DOWNLOADING OF TENDER DOCUMENT

The tender document is available for downloading from CPPP's e-tendering website <https://etenders.gov.in/eprocure/app> or from e-tender link given on official MNGL website www.mngl.in for viewing / participation of the eligible bidders. Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letter head that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

Disclaimer clause: Bidders are advised to visit CPPP's e-tendering website and MNGL website regularly for any updates on the tender. The ignorance to visit the website will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.

4.0 PRE-BID MEETING

The bidder(s) or their designated representatives, who have downloaded the bid document, or to whom tender document has been issued and intend to bid are invited to attend the pre-bid meeting. Bidder(s) queries if any, must reach Purchaser office at least one day prior to pre-bid meeting date. The pre bid meeting can be organized through video conferencing or physically. In case of physical meeting, the venue of pre bid meeting is MNGL office at Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045.



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Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. Corrigendum / addendum, if any, to the tender document, shall be hosted on the website subsequent to the pre-bid meeting.

Bidders may also note that the registration process for new bidders on e-tender portal shall take a minimum of 24 hrs. Hence, bidders are advised to kindly complete their registration on e-tender portal well in advance of the pre-bid meeting.

In case of pre-bid meeting through video conferencing, Link shall be sent to all the interested bidders by the purchaser.

Instructions to bidders for Pre-bid meeting through video conferencing: All bidders intending to attend pre-bid meeting must send their interest through email (at least 2 hours prior to the scheduled time of pre-bid meeting) to the purchaser. E-mail received from bidders within specified timeline shall be invited through email to attend the meeting.

Advisories for the bidders attending the pre-bid meeting:

- (1) All the Bidders who have submitted their registration details and interest to attend the pre-bid meeting will be invited to join as guests through the link shared in mail.
- (2) All bidders/participants mandatorily have to pin MNGL screen on their computer screens during the pre-bid meeting.
- (3) Bidders shall be allowed to discuss their queries in sequence of their responses received.
- (4) Time slot shall be allotted to each bidder to ask his queries.
- (5) Recording of the pre-bid meeting by the bidders is strictly prohibited. Subsequent to pre-bid meeting, corrigendum shall be issued by the purchaser regarding clarifications or queries raised during meeting.

5.0 OTHERS

- 5.1 Bid Document is non-transferable.
- 5.2 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.
- 5.3 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.



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- 5.4 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.
- 5.5 Bidder shall ensure that Bid Security having a validity of 6(SIX) months from the bid due date, must accompany the offer in the format made available in the Bid Document.
- 5.6 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.
- 5.7 MNGL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.

5.8 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) 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) The Bidder is not put on Black / holiday list by MNGL/MoP&NG/Oil Public Sector Enterprise(s).
- xiv) Bidder is under liquidation.
- xv) Bids not conforming to technical specification/requirements.
- xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xvii) Price Reduction Schedule.

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

THIS IS NOT AN ORDER

Yours faithfully,
for Maharashtra Natural Gas Limited, Pune

Balakrishna Thatikonda
Deputy Manager (C&P)

**Note: Please confirm your intention to quote or not within 5 (Five) days. In case not
intending to quote then please give your valuable feedback to us.**



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PART A

**2. BIDDERS ELIGIBILITY CRITERIA (BEC)
AND
BID EVALUATION CRITERIA
(ANNEXURE - I to IFB)**



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ANNEXURE-I to IFB

BIDDER'S ELIGIBILITY CRITERIA

1. BRIEF PROJECT DETAILS

Maharashtra Natural Gas Limited (**MNGL**) is a joint venture company of M/s. GAIL (India) Limited & M/s. Bharat Petroleum Corporation Limited (BPCL). MNGL has been set up to distribute natural gas for household / commercial sectors including setting up CNG filling stations for vehicle in Pune, Nashik-Dhule & Sindhudurg Geographical Area in Maharashtra & Ramanagara in Karnataka.

2. BRIEF SCOPE OF WORK

This tender deals with **Procurement of HP Servers with AMC to migrate the GIS application.**

Bill of Material:

Bidder should supply the following Hardware & Backup Software as per the specifications given in scope of work:

Sr No	Item Description	Make	Unit	Qty
A	Servers	HP / Dell	Nos	2
B	Storage	HPE / NetApp / Dell	Nos	1
C	Backup Software (10 Instances – 2 Packs)	Veeam	Nos	2
D	NDFG Firewall with VPN	Fortinet / Palo Alto Firewall	Nos	1
E	Networking Switches	Aruba / Cisco	Nos	2
F	Workstation	HP / DELL	Nos	1
G	Windows Server DC 2025 16 Core Std Operating System	Microsoft- Perpetual license	Nos	4
H	SQL Server 2022 Standard Core - 2 Core License Pack (3 Years)	Microsoft- Perpetual license	Nos	4
I	Patch Cords CAT 6a 2 mtr	Commscope / Molex	Nos	20
J	1) One Time Installation Charges for the said Hardware 2) 7 Year Manages Services (As per SOW)	Not applicable	Job	2



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3. BIDDER'S ELIGIBILITY CRITERIA:

The following are the BEC parameters: -

A. BEC – Technical:

- A.1 Bidder should be an authorized HP / DELL, NetApp and Veeam Software partner and shall provide the documentary evidence
- A.2 The Bidder shall have a valid authorization letter issued by HP/DELL, NetApp and Veeam dated after the date of issue of the online tender document as Authorized Distributer / Partner / Dealers for participating in a tender
- A.3 Bidder must have executed a similar single work order value not less than **Rs. 98 Lakhs** for providing Servers & Storage in India in last 5 (Five) years reckoned from the final bid due date.

To meet the technical qualification criteria as stated above, bidder shall provide documentary evidence viz. detailed Purchase Order copies with relevant completion (Supply) from Client in support of his claim.

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

B. BEC – Financial:

B.1 Turnover:

The bidder should have achieved a **minimum annual turnover of Rs. 98 Lakhs** in any of the last 3 (Three) audited financial years i.e. 2022-23, 2023-24 and 2024-25.

B.2 Net worth:

Net worth must be positive as per the last audited financial statement i.e. for the year 2024-25.

B.3 Working Capital:

The bidder should have a **minimum working capital of Rs. 19.6 Lakhs** as per the latest audited balance sheet i.e. for the year 2024-25:

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

Bidder must submit documentary evidence such as balance sheet & Profit & Loss A/c Statement for the last three audited financial years i.e. 2022-23, 2023-24 and 2024-25 in support of the above.



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If the audited financial results of the immediately preceding financial year i.e. 2024-25 are not available, then the audited financial results of the year immediately prior to 2024-25 i.e. 2023-24 shall be considered for calculation of Net Worth and Working Capital and Audited Financial Results of the year 2021-22, 2022-23 & 2023-24 shall be considered for calculation of Annual Turnover as specified at Cl. B of BEC-Financial Criteria.

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

3.0 EVALUATION AND AWARD OF WORK:

Evaluation shall be done on **overall L-1 basis to the purchaser** and order shall be placed on L-1 bidder(s) accordingly.

In case of tie for L-1 bidder, the order shall be placed on the bidder having highest turnover during the preceding 3 Financial Years i.e. 2022-23, 2023-24 and 2024-25.



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PART B

3. INSTRUCTION TO BIDDERS (ITB)



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INSTRUCTIONS TO BIDDERS

INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://etenders.gov.in/eprocure/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrolment" option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct / true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors / bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering, possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.



SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.



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SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BG/others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**

Bidders shall download the Schedule of Quantities & Prices i.e. Schedule of Rates, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter, save and upload the file in financial bid cover (Price bid) only.

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 17.0 of ITB including forfeiture of EMD.



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The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

- (ix)** Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay, or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x)** After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi)** Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii)** All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.

ASSISTANCE TO BIDDERS:

- (i)** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- (ii)** Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4001002, 0120-6277787 and 0120-4001005. The helpdesk email id is support-eproc@nic.in



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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 Bidder

- 2.1 Bidders shall, as part of their bid, submit duly executed written power of attorney, authorizing the signatory of the bid to bind the bidder.
- 2.2 This Invitation for Bids is open to any bidder and to pre-qualified bidders in case of limited tender.
- 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 Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).**

3. Bid Eligibility Criteria and Bid Evaluation Criteria: -

3.1 Technical Criteria - As per Annexure – I of IFB

3.1.1 Equipment Deployment Criteria

The bidder shall meet the requirement regarding deployment and ownership of minimum critical construction equipment as specified in SCC Technical of the bidding document.



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3.2 Financial Criteria - As per Annexure – I of IFB

3.2.1 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.

3.2.2 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 **(UDIN from CA is compulsory on financial document)** along with the bid, to justify meeting the stipulated qualification criteria. In absence of requisite documents as stated above, MNGL reserve the right to reject the bid without making any reference to the bidder

3.3 Evaluation Criteria - As per Annexure – I of IFB

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. 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.

5.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other bidder(s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

5.3 Alternative Bids shall not be considered.

5.4 The provisions mentioned at Sl. No. 5.1 and 5.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups / SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups / SOR items basis.

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. Site Visit

7.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.



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- 7.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.3 The Employer may conduct a Site Visit concurrently with the pre-bid meeting.



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B. BIDDING DOCUMENTS

8. Content of Bidding Document

- 8.1 The Bidding Documents/ Tender Documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITB Clause 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 of the bid documents may notify the Owner and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The Owner / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least one (01) working day before the pre-bid meeting date. Owner will not entertain any queries received after 18:00 Hrs post one (1) day of pre-bid meeting. Written copies of the Owner's/ Consultant's response (including an explanation of the query but without identifying the source of inquiry) will be hosted on CPPP's e-procurement website <https://etenders.gov.in> and MNGL website along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

Any Clarification or information required by the bidder but same not received by the Employer, one (01) working day prior to the pre-bid meeting date, the same is liable to be considered as no clarification/information required.

10. Amendment of Bidding Documents

- 10.1 At any time prior to the bid due date, the PURCHASER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda.
- 10.2 Any addendum / corrigendum / clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause 8.0 and shall be hosted on the on website www.mngl.in and CPPP's e-tendering website before bid due date. All the prospective bidders who have attended the Pre-Bid meeting / submitted bid document fee, shall be informed by email / post about the addendum / corrigendum / clarifications to bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s) / corrigendum (s) / clarifications to bidders query hosted on the above websites before submitting the bid.
- 10.3 Bidders are advised to visit MNGL's websites and CPPP's e-tendering website from time to time to get updated information / documents.



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- 10.4 In case of any inconsistency between an addendum and this tender document, the addendum shall prevail and in similar case between two or more addenda, the last issued addendum shall prevail.
- 10.5 The Purchaser may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the addenda / corrigenda issued.



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 of the following components that are required to be provided on the e-tendering portal:

12.1.1 Technical cover:

Scanned documents (duly signed by the authorized signatory) to be uploaded by the bidder on the portal as per list below:

- ii) Covering Letter for Bid (Annexure VII - Submission of Bid).
- iii) Duly Signed BIDDERS ELIGIBILITY CRITERIA AND BID EVALUATION CRITERIA
- iv) Duly filled and signed Format F-4 with scanned copy of Bid Security / EMD payment details or MSME Certificate
- v) Document for qualification of BEC - Technical.
- vi) Document for qualification of BEC - Financial (Duly filled and signed Format F-3 with CA Audited FY wise Statements with UDIN No)
- vii) Line of credit in case of Negative Working Capital
- viii) Duly filled Annexures I to VIII (except Annexure VII)
- ix) Duly filled Formats F-1 to F-9 (except F-3 and F-4)
- x) Power of Attorney in favour of person(s) signing the bid.
- xi) Addendum, Corrigendum and Other Documents if any.
- xii) Copy of GST Certificate and PAN Card.
- xiii) Copy of PF and ESIC Registration Certificates.
- xiv) Cancelled Cheque / Bank Mandate.
- xv) Duly signed and stamped Schedule of Rates (SOR) Instructions
- xvi) Any other information / details required as per bid document.

12.1.2 Financial cover:

- i) Schedule of Rates (SOR) / BOQ as per prescribed format on the e-tender portal.
- 12.2 All the documents submitted shall be duly signed and stamped on each page by the bidder or an authorized signatory of the bidder.
- 12.3 Bidders are advised to submit quotations based strictly on the terms and conditions and specifications contained in the bid document and not stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated only in the



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prescribed Pro forma. Owner reserves the right to evaluate quotations containing deviations having financial implications after adding the cost for such deviations as determined by Owner.

- 12.4 Original schedule of rates duly filled in shall not contain any condition whatsoever. Any condition given in this part shall not be considered and shall render the offer liable for rejection.
- 12.5 All signatures in bids shall be dated, as well as all pages of bids shall be initialed at lower right-hand corner by the Bidder or by a person holding power of attorney authorizing him to sign on behalf of the bidder before the submission of bids.
- 12.6 The Bidder's bid is central to the evaluation and selection process. Therefore, it is important that the Bidder carefully prepares the bid and answers all questions completely. Missing information and vague answers may delay the evaluation of a bid and may impair the Bidder's chances of success.
- 12.7 Information received by Purchaser from the Bidder will be disclosed to Purchaser's employees and/or advisers or external consultants for the purpose of evaluating the bid response.

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. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the SOR.
- 13.4 All duties and taxes including applicable Custom duty, Works Contract tax, Goods & Service Tax and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates and prices and the total bid price submitted by the bidder.
- 13.5 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account except statutory variations in Goods & Service tax as mentioned below.



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Statutory variations in Goods & Service Tax on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to MNGL. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to MNGL.

13.6 The Bidder shall quote the prices both in figures as well as in words. There should not be any discrepancies between the price indicated in figures and the price indicated in words. In case of any discrepancy, the price indicated in words shall prevail over the price indicated in figure.

13.7 Alternative bids shall not be considered.

13.8 Conditional discount, if offered, shall not be considered for evaluation.

13.9 The bidder shall have to raise the Cenvatable invoice.

14. Bid Currencies

14.1 The Prices should be quoted in **INR** only

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 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 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 or irrevocable Letter of Credit, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank



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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 may be rejected by MNGL as nonresponsive.
- 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/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 or Letter of Credit, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee).
- 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.**
- 17. Pre-Bid Meeting – As per 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.



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- 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) The Bidder is not put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).
 - xiv) Bidder is under liquidation.
 - xv) Bids not conforming to technical specification/requirements.
 - xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
 - xvii) 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 release payment through Online / Cheque / RTGS payable at par in case work is awarded to bidder.

21. Agent/ consultant/ Representative/ Retainer/ Associate - VOID
D. SUBMISSION OF BIDS

22. DEADLINE FOR SUBMISSION OF BID

- 22.1 The bid must be submitted on the specified e-tendering portal as specified in IFB not later than the time and date as specified in IFB. The online e-tendering portal will not



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allow any bid or part thereof whatsoever to be submitted after the due time on the due date.

- 22.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by email or any written communication to all prospective bidders who have been issued the bid document to extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

23. LATE BIDS

Any Bid Security / EMD received by the Purchaser after the deadline for submission of bid may render the bid to be declared "Late" and such bid is liable for rejection; such EMD may be returned unopened to the bidder at the sole discretion of the Purchaser.

24. MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time however, no modifications whatsoever are allowed in the bid.
- 24.2 No bid shall 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. In case of request in written by the authorized signatory for withdrawal of a bid during this interval, the Bidder's bid security shall be forfeited.



E. BID OPENING AND EVALUATION

25. Bid Opening

- 25.1 The Purchaser will open all bids on the e-tendering portal in the presence of bidder(s) representatives who choose to attend, at the time, on the date and place (as specified in IFB). The bidder(s) representatives, who are present, shall sign an attendance sheet evidencing their attendance, if so required by the Purchaser.
- 25.2 The Bidder's names and the presence or absence of requisite Bid Security (EMD) and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for bids without EMD.
- 25.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Purchaser any documents pertaining to its bid is not being acknowledged and relevant portions read out.
- 25.4 The Purchaser will prepare a bid opening statement to be signed by all representatives present during bid opening.

26. Process to be Confidential

- 26.1 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.

27. Contacting the Employer

- 27.1 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.
- 27.2 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.

28. Examination of bids and Determination of Responsiveness

- 28.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid.
- a) meets the Bid Evaluation Criteria.
 - b) has been properly signed.
 - c) is accompanied by the required securities.
 - d) is substantially responsive to the requirements of the bidding documents; and
 - e) provides any clarification and/ or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 28.2.
- 28.2 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.



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- a) that affects in any substantial way the scope, quality, or performance of the Works.
- b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
- c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

28.3 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.

29. Opening Of Price Bid

29.1 In case of two-part bidding, the Bidders whose bids are found substantially responsive shall be invited to attend the opening of price bid. Such bidders may be required to attend the price bid opening at a short notice. The place, date and time of price bid opening will be informed to all such Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance.

29.2 The bid prices stated in the price schedules will be announced during price bid opening.

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:

- a) where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and
- b) 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.

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 as per Annexure – I to ITB (to be separately enclosed along with bidding document against individual tenders).

33. Preference for Domestic Bidders - VOID

34. Purchase Preference – VOID

35. Compensation for extended stay - Not Applicable



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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/ Service Order will constitute the formation of the Contract.
- 38.2 Delivery / completion period shall be counted from the date of notification of award / 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 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/ Service Order from MNGL, the successful bidder shall furnish the contract performance security in accordance with Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.



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40.2 The contract performance security shall be for an amount equal to 10% of the annualized value of the contract / order value towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee/ DD/ Letter of Credit shall be from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve bank of India as scheduled foreign bank. This Bank Guarantee shall be valid for a period as stated in Article-24 of General Conditions 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.

42. Procurement From a Bidder Which Shares a Land Border With INDIA

I. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

II. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India



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- III. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- IV. "Bidder from a country which shares a land border with India" for the purpose of this:
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- V. "Beneficial owner" for the purpose of above (4) will be as under:
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
 - "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen



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percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- VI. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.
- VII. SUBMISSION OF CERTIFICATE IN BIDS: Bidder shall submit a certificate in this regard as Form-I to Section-II. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
- VIII. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

43. Failure by the contractor to comply with the provisions of the contract

43.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the CONTRACTOR:

a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.

43.2 In such events of Clause 43.1(a) or (b) above.



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a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to

recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilizing in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorized or required to be reserved or retained by the EMPLOYER.

43.3 Before determining the CONTRACT as per Clause 42.1(a) or (b) provided in the judgement of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

43.4 The EMPLOYER shall also have the right to proceed or take action as per 42.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR.

43.5 Termination of the CONTRACT as provided for in sub-clause 42.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued up to the date of such termination.

44. Termination of contract

44(A) TERMINATION OF CONTRACT FOR DEATH:

If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of



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CONTRACT. The decision of the EMPLOYER in such assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the diseased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

44(B) TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC.

If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, EMPLOYER shall be at liberty:-

To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee up to an amount to be agreed upon by EMPLOYER for due and faithful performance of the contract.

44(C) In case of termination of CONTRACT herein set forth (under clause 42.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by Maharashtra Natural Gas Limited against any type of tender nor their offer will be considered by MNGL against any ongoing tender (s) where contract between MNGL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by Maharashtra Natural Gas Limited to such CONTRACTOR.

44(D) Termination for convenience

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

45. Additions to GCC

i) In case of range of variation up to inclusive of range of +50% & -50% no increase and' or decrease shall be applicable in Schedule of Rates.

ii) Abnormally High Rated Item (AHR):

In items rate contract where the quoted rates for the item, exceed 50% of the owners' estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the BOQ stipulated quantities shall be made at the least of the following rates:

1. Rates as per BOQ, quoted by the Contractor.

2. Rate of the item, which shall be delivered as follows:



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- a) Based on rate of machine and labor as available from the contract (which is including 15% cover towards contractor's profit overhead and other expenses).
- b) Based on prevailing market rate of machine materials and labor plus 15% to cover contractors' profit, overhead and other expenses, when the rates are not available in the contracts.
- iii) Notwithstanding the provisions contained in Clause (ii) above, MNGL would have the right to negotiate all such AHR items before the award of the work.



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PART B

4. ANNEXURES TO INSTRUCTIONS TO BIDDERS (ITB)



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CONTENTS

SR. NO.	ANNEXURE	DESCRIPTION
1)	ANNEXURE - I	: BID EVALUATION CRITERIA
2)	ANNEXURE - II	: LIST OF FORMATS (F-1 TO F-10)
3)	ANNEXURE - III	: FORMAT FOR TENDER ACCEPTANCE LETTER
4)	ANNEXURE - IV	: COMMERCIAL QUESTIONNAIRE
5)	ANNEXURE - V	: CHECK LIST
6)	ANNEXURE - VI	: ACKNOWLEDGEMENT CUM CONSENT LETTER
7)	ANNEXURE - VII	: SUBMISSION OF BID
8)	ANNEXURE -VIII	: UNDERTAKING ON LETTERHEAD (FOR LAND BORDER WITH INDIA)



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ANNEXURE – I: BID EVALUATION CRITERIA

1.0 The Employer will examine the bids to determine whether the bids are complete as per Check List (Annexure V) and are in order.

2.0 EARNEST MONEY DEPOSIT

The bids without requisite EMD and / or EMD not in the prescribed format F-4 will not be considered and bids of such bidders shall be rejected.

Note:

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.

3.0 DEVIATION TO STIPULATIONS

“It may be noted that since this is zero deviation tender the bidder is advised to quote strictly as per terms & conditions of tender document & not to stipulate any deviation/ exception. Offers requesting deviation may be liable for rejection”.

4.0 CONFORMANCE TO SCOPE OF WORK

Bidder will be required to confirm to the Scope of Work as given in the tender document, Schedule of Rates and Job Specification / Technical Specifications and in line with terms & conditions as per GCC & SCC

5.0 EVALUATION OF PRICE BIDS

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

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

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

(SIGNATURE OF BIDDER WITH SEAL)



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ANNEXURE – II: LIST OF FORMATS

CONTENT

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



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BIDDER'S GENERAL INFORMATION

To
M/s Maharashtra Natural Gas Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

1.1 Bidder Name : _____

1.2 Number of Years in Operation : _____

1.3 Registered Address : _____

1.4 Operation Address : _____
(if different from above) _____

1.5 Telephone Number : _____
(Country Code) (Area Code) (Telephone No.)

1.6 E-mail address & Web Site : _____

1.7 Telefax Number : _____
(Country Code) (Area Code) (Telephone No.)

1.8 ISO Certification, if any : _____
{If yes, please furnish details}

(SIGNATURE OF BIDDER WITH SEAL)



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**F-2
BID FORM**

To
M/s Maharashtra Natural Gas Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

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 / order value, 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:



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LIST OF ENCLOSURES

To,
Maharashtra Natural Gas Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

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. Methodology of execution of work.
5. Execution schedule with interlinking of various activities.
6. 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)



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Sheet 1 of 2

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FINANCIAL DETAILS

Applicant's Legal Name: _____

Date: _____

Tender No: _____

Each bidder must fill in this form

i. Annual Turnover data for the last 3 audited financial years.

Year	Currency	Amount	Exchange Rate (*)	Amount (INR) (*)
Year 1: 2024-25				
Year 2: 2023-24				
Year 3: 2022-23				

* Exchange Rate is applicable in case of currency is other than INR.

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

ii. Annual Net-worth data for the last 3 years

Year	Currency	Amount	Exchange Rate (*)	Amount (INR) (*)
Year 1: 2024-25				
Year 2: 2023-24				
Year 3: 2022-23				

* Exchange Rate is applicable in case of currency is other than INR.

1. Net Worth = Reserves + Capitals – Accumulated Loss

(SIGNATURE OF BIDDER WITH SEAL)



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iii. Financial Data for last Audited Financial Year

Sr. No.	Description	Financial Year (2024-25)		
		Amount	Exchange Rate (*)	Amount (INR) (*)
1.	Current Assets			
2.	Current Liabilities			
3.	Working Capital (1-2)			
4.	Net Worth Owners' funds (Paid up share capital and Free Reserves & Surplus)			
5.	Profits before taxes			
6.	Return on Equity (5/4) x 100			

1. Attached are copies of the audited balance sheets, including all related notes, and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.
2. All such documents reflect the financial situation of the bidder, and not sister or parent companies.
3. Historic financial statements must be audited by a certified accountant.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial period shall be requested or accepted).

Bidder must submit CA Audited (with UDIN No) Financial Year wise Statements supporting above.

(SIGNATURE OF BIDDER WITH SEAL)



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Sheet 1 of 2

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

Bank Guarantee No. Ref: Date

To
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

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 _____ 2023 at _____.

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. _____

Date: _____



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

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

**NOTE: Bidder to Submit Bank Guarantee along
with SWIFT statement and it is mandatory.**

(SIGNATURE OF BIDDER WITH SEAL)



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

No.:

Date:

To,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

Dear Sir,

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

1) Name & Designation _____ Signature _____

2) Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

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

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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:

SR. 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.

NOTE - In case of no exceptions / deviations, bidder needs to mention "No Deviations" in above table. Blank table with sign and stamp of the bidder to be presumed as "No Deviations" taken by the bidder.

Name Of Bidder : _____

Signature of Bidder : _____
& Seal



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CERTIFICATE

To,
Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)



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DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS

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

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

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

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

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

(SEAL AND SIGNATURE OF BIDDER)



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PRESENT COMMITMENTS OF THE BIDDER

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

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

(SEAL AND SIGNATURE OF BIDDER)



**MAHARASHTRA NATURAL
GAS LIMITED**

**Tender for Procurement of HP Servers with AMC to migrate
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Bid No.: MNG/CP/2025-26/43

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
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

Dear Sir,

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



MAHARASHTRA NATURAL
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Sheet 2 of 2

3. Your right to recover the said sum of Rs. _____
(Rupees _____) from us in manner aforesaid will
not be affected or suspended by reason of the fact that any dispute or disputes have
been raised by the said M/s _____ and/ or that any
dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation
or winding up dissolution or changes of constitution or insolvency of the said but shall
in all respects and for all purposes be binding and operative until payment of all money
due to you in respect of such liabilities is paid.
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.

**NOTE: Bidder to Submit Bank Guarantee along
with SWIFT statement and it is mandatory.**



**MAHARASHTRA NATURAL
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ANNEXURE – III: FORMAT FOR TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date: _____

To,
M/s Maharashtra Natural Gas Limited
Pride Purple Coronet, 2nd Floor,
Baner Raod, Baner,
Pune – 411045

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work : _____

Dear Sir / Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/ MNGL/MoP&NG/Oil Public Sector Enterprise(s) undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason thereof summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



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ANNEXURE – IV: COMMERCIAL QUESTIONNAIRE

Note:

- 1) The Bidder shall submit reply to each query.
- 2) The bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supercede the stipulation mentioned else where in the Bid.

Sr. No.	MNGL's Query	Bidder's Reply/ Confirmation
1.	Confirm that your Bid is valid for 4(four) months from the last date of submission of Bid.	
2.	Confirm that the following documents are submitted with Part-I :	
i)	All documents in relevant Section as per CHECK LIST	
ii)	Schedule of Rates/ Prices without specifying the rates/ prices are submitted in unpriced part, exactly as per the priced portion submitted in Part-II. In case some of items have not been quoted, such items should be identified in blank price format.	
iii)	Addendum duly signed and stamped on each page as a token of acceptance (applicable if issued).	
3.	Rates/ amount 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. In any case, Bidder shall be presumed to have quoted against the tendered description of work and the same shall be binding on the Bidder. Please confirm.	
4.	Confirm that deviation/ terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	
5.	Confirm that you have studied complete Bidding Document including Technical and commercial part and your Bid is in accordance with the requirements of the Bidding Document.	
6.	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
7.	Confirm your acceptance for 'Scope of Supply' as mentioned in Bidding Document.	
8.	Confirm your compliance to critical stipulations of tender document as mentioned below	
i)	Contract Performance Security	
ii)	Arbitration	
iii)	Termination	
iv)	Terms of Payment – as per tender document	
v)	Price Reduction Schedule – As per SCC & GCC	



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Sr. No.	MNGL's Query	Bidder's Reply/ Confirmation
9.	Confirm your acceptance for 'Time Schedule' as mentioned in Bidding Document.	
10.	Confirm that your quoted price includes following taxes/ duties, insurance etc.	
i)	All taxes, charges and duties assessed or levied in respect of profits earned or income receivable by the Contractor by reason of this Contract.	
ii)	All taxes, duties as per applicable for this WORK in accordance with the provision of General Conditions of Contract and Special Conditions of Contract.	
iii)	All types of insurance as per the provisions of General Conditions of Contract and Special Conditions of Contract.	
11.	Confirm that you have proposed adequate project/ site organization with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning stores, QA/ QC etc.	
12.	Confirm that all costs resulting from safe execution of WORK, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	

(STAMP & SIGNATURE OF BIDDER)



**MAHARASHTRA NATURAL
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ANNEXURE – V: CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/ documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped **check list with each copy of the “Unpriced Part”** of his bid.

Sr. No.	Description	[Please tick (✓) in the Appropriate Block]		Remarks [Details/ Particulars]
		Submitted	Not Submitted	
A)	EMD/ BG DETAILS			
i)	Letter of Submission as per Format F-2	<input type="checkbox"/>	<input type="checkbox"/>	
ii)	EMD / BID GUARANTEE / BID SECURITY Bidder to confirm that EMD / Bid Guarantee / Bid Security has been submitted by them as per Tender Proforma (i.e. Form F-4) NOTE: Original shall be submitted in original copy and its zerox copy in other copies	<input type="checkbox"/>	<input type="checkbox"/>	(1) By Bank Guarantee BG No: _____ dated: _____ from Bank: _____ Branch: _____ For Rs: _____ Valid Till: _____ OR (2) By Demand Draft DD No: _____ Dated: _____ Drawn on: _____ For Rs: _____
iii)	CHECK LIST This check list duly filled in, (i.e. Annexure V)	<input type="checkbox"/>	<input type="checkbox"/>	
B)	CONFIRMATION OF VARIOUS FORMATS			
i)	Past Similar work done during five years as per Format F-8	<input type="checkbox"/>	<input type="checkbox"/>	
ii)	Present Commitments as per Format F-9	<input type="checkbox"/>	<input type="checkbox"/>	
iii)	Financial Details as per Format F-3A	<input type="checkbox"/>	<input type="checkbox"/>	
iv)	Audited Balance Sheet including profit and loss account statement for the last three years.	<input type="checkbox"/>	<input type="checkbox"/>	Submitter for the years 1) _____ 2) _____ 3) _____



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Sr. No.	Description	[Please tick (✓) in the Appropriate Block]		Remarks [Details/ Particulars]
		Submitted	Not Submitted	
v)	PF Registration Certificate	<input type="checkbox"/>	<input type="checkbox"/>	PF Registration No. _____
vi)	Goods & Service Tax Registration Certificate	<input type="checkbox"/>	<input type="checkbox"/>	GST Registration No. _____
vii)	Power of Attorney in favour of the person who has signed the bid on stamp paper of appropriate value.	<input type="checkbox"/>	<input type="checkbox"/>	
viii)	Partnership Deed in case of partnership firm and Article of Association in case of limited company.	<input type="checkbox"/>	<input type="checkbox"/>	
ix)	Deployment List of Supervisory personnel	<input type="checkbox"/>	<input type="checkbox"/>	
x)	A copy of SOR (without prices) duly signed, & stamped as per SOR Format	<input type="checkbox"/>	<input type="checkbox"/>	
C)	DEVIATIONS			
i)	Deviation (if any) as per Format - F-6	<input type="checkbox"/>	<input type="checkbox"/>	
D)	REGARDING TECHNICAL DETAILS			
i)	Technical Details/ Documents specified in Technical Part	<input type="checkbox"/>	<input type="checkbox"/>	Specify here if Not Applicable -

(STAMP & SIGNATURE OF BIDDER)



**MAHARASHTRA NATURAL
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ANNEXURE – VI: ACKNOWLEDGEMENT CUM CONSENT LETTER

To,
M/s Maharashtra Natural Gas Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
Ph.No. : 91-20-2561157
E-mail : balakrishna.thatikonda@mngl.in

Kind Attn: Balakrishna Thatikonda, Deputy Manager (C&P)

Sub:

Dear Sir,

We hereby acknowledge receipt of complete set of Bid Document along with enclosures for the subject works. We understand that documents received remain property of M/s Maharashtra Natural Gas Limited and further undertake that the contents of the above bid documents shall be kept confidential and shall not be transferred. We indicate below our intentions with respect to the Invitation for Bid.

a) We intend to bid as requested and furnish following details with respect to our quoting office

- I) POSTAL ADDRESS : _____

- II) TELEPHONE NO. : _____
- III) TELEFAX NO. : _____
- IV) E-MAIL : _____
- IV) CONTACT PERSON : _____

b) Contact Person at Pune, if any: -

- I) POSTAL ADDRESS : _____



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II) TELEPHONE NO. : _____

III) TELEFAX NO. : _____

IV) E-MAIL : _____

IV) CONTACT PERSON : _____

c) We are hereby returning the bid document as we are unable to bid for the reasons given below.

Reasons for non-submission of Bid:

COMPANY'S NAME : _____

SIGNATURE : _____

NAME : _____

DESIGNATION : _____

DATE : _____

Note: Bidder is requested to furnish the details mentioned at (a), (b) & (c) above as applicable, immediately after receipt of Bid Document.

(SIGNATURE OF BIDDER)



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ANNEXURE – VII: SUBMISSION OF BID

From:

M/s

To:

M/s Maharashtra Natural Gas Limited

Pride Purple Coronet, 2nd Floor,

Baner Road, Baner,

Pune – 411045

1. I/We hereby tender for execution of the WORKS of _____,
as per TENDER DOCUMENT within the Time Schedule of completion of work for jobs,
as separately signed and accepted by me/us, at the Schedule of Rates quoted by
me/us for the whole work in accordance with Notice / Letter Inviting Tender, General
Conditions of Contract, Special Conditions of Contract, Schedule of Rates of
Completion of Job, and other documents and papers, all as detailed in the Tender
documents.
2. It has been explained to me/us that the time stipulated for jobs and completion of
WORKS in all respects and in different stages mentioned in the "Time Schedule" of
completion of jobs and signed and accepted by me/us in the essence of the
CONTRACT. I/We agree that in the case of failure on my/our part to strictly observe
the Time of Completion mentioned for jobs or any of them and to the Final Completion
of WORK in all respects according to the schedule set out in the said "Time Schedule"
of completion of jobs. I/We shall pay compensation to the OWNER as per provisions
and stipulations contained in General Conditions of Contract and I/We agree to
recovery being made as specified therein. In exceptional circumstances, extension of
time which shall always be in writing may, however, be granted by the Engineer-in-
Charge at his entire discretion for some items of work, and I/We agree that such
extension of time will not be counted for the extension of completion dates stipulated
for job and for the Final Completion of WORK as stipulated in the said "Time
Schedule" of completion of jobs.
3. I/We agree to pay the Earnest Money and Contract Performance Bank Guarantee
(CPBG) and accept the terms and conditions laid down in the memorandum below in
this respect.

MEMORANDUM

- (a) General Description of Work _____

- (b) Earnest Money Rs _____
(Rupees) _____



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

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

- (c) Contract Performance Bank Guarantee (CPBG) 10% of the annualized CONTRACT amount / order value which will be paid in the manner set out in the General Conditions of Contract.
4. Should this tender be accepted, I/We hereby agree to abide by and fulfill all terms and conditions referred to above and in default thereof, to forfeit and pay to the OWNER or its successors or its authorized nominees such sums of money as are stipulated in conditions contained in General Tender Notice and other Tender Documents.
5. I/We hereby pay the Earnest Money of Rs _____
(Rupees _____)
in Bank Demand Draft/Bank Guarantee No. _____ issued
by _____ (name and office of the State Bank of India or
any Nationalized Bank) in favour of Maharashtra Natural Gas Limited, Pune.
6. If I/We fail to commence the work specified in the Memorandum in Para (3) above, or I/We to deposit the amount of Contract Performance Bank Guarantee (CPBG) specified in the Memorandum in (3) above, I/We agree that the said OWNER or its successors without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money in full, otherwise the said Earnest Money shall be retained by OWNER towards the Contract Performance Bank Guarantee (CPBG) specified in (3) above. The said OWNER shall also be at liberty to cancel the Notice of Acceptance of Tender if I/We fail to deposit the Contract Performance Bank Guarantee (CPBG) as aforesaid or to execute an Agreement or to start WORK as stipulated in the Tender Documents.

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

Dated the _____ day of _____ 2025

Witness:

Yours faithfully,

Name in Block Letters:

Signature of Tenderer(s) with the
seal of the Firm.

Address:

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



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**ANNEXURE – VIII: UNDERTAKING ON LETTERHEAD
(For Land Border with India)**

To,
M/s Maharashtra Natural Gas Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045

Sub:

Tender No:

Dear Sir,

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s _____ (Name of Bidder) is:

Bidder to tick (✓) the appropriate option from below:

(i) Not from such a country [☒]

(ii) If from such a country, has been registered [☒]
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

We hereby certify that bidder M/s _____ (**Name of bidder**) fulfils
all requirements in this regard and is eligible to be considered against the tender.

Place: {Signature of Authorised Signatory of Bidder}

Date: Name:

Seal: Designation:



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PART C

5. GENERAL CONDITIONS OF CONTRACT (GCC - Goods)



GENERAL CONDITIONS OF CONTRACT (GCC - GOODS)

1 Definitions:

In this document, General Conditions of Contract (GCC-Supply), the following terms shall have the following respective meanings:

- 1.1 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the EMPLOYER.
- 1.2 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid
- 1.3 BIDDER: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.4 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.5 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.6 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.7 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.
- 1.8 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.
- 1.9 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK or camping facilities.
- 1.10 "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.
- 1.11 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.



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- 1.12 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.
- 1.13 COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.
- 1.14 "COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be deemed to have provided for the same.
- 1.15 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day
- 1.16 DELIVERY terms shall be interpreted as per INCO TERMS 2010 in case of Contract with a foreign Bidder and as the date of FOT Site in the case of a contract with an Indian Bidder.
- 1.17 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions there.
- 1.18 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.19 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.20 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN- CHARGE/EMPLOYER after the period of liability is over.
- 1.21 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.22 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.



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- 1.23 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with subsystems and supporting equipment in service or available for service.
- 1.24 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipment's, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/ EMPLOYER.
- 1.25 "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.
- 1.26 PURCHASER/EMPLOYER/OWNER/COMPANY/MNGL shall mean MAHARSHRATRA NATURAL GAS LIMITED (MNGL) having its registered office at Pune (Maharashtra) PURCHASER includes successors, assigns of MNGL.
- 1.27 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
- 1.28 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.
- 1.29 PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.

Quantities – Bills of quantities

Bills of quantities:

Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

- 1.30 SELLER/SUPPLIER/CONTRACTOR shall mean the person, firm or company with whom PURCHASE ORDER/AWARD OF WORK/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.



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- 1.31 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.32 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.33 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.34 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.35 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.36 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.
- 1.37 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 1.38 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.
- 1.39 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
- 1.40 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" 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, including change order
- 1.41 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.
- 1.42 "WEEK" means a period of any consecutive seven days.



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- 1.43 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.

2 Seller to Inform:

- 2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.

3 Application:

- 3.1 These General Conditions of Contract (GCC-Supply) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

4 Country of Origin:

- 4.1 For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

5 Scope of Contract:

- 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.
- 5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.
- 5.3 The SELLER shall follow the best modern practices in the manufacture of high-grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.
- 5.4 The SELLER shall furnish six (6) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipment's to the PURCHASER.
- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.



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- 5.6 All dimensions and weight should be in metric system.
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.
- 5.9 Specifications, design and drawings issued to the SELLER along with RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER or its assigns and are subject to recall by PURCHASER. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for dispatch of EQUIPMENT as per instructions given in the CONTRACT.

6 Standards:

- 6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

7 Instructions, Direction & Correspondence:

- 7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.
- All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER.
 - All the work shall be carried out under the direction of and to the satisfaction of PURCHASER.
 - All communications including technical/commercial clarifications and/or comments shall be addressed to PURCHASER and shall always bear reference to the CONTRACT.
 - Invoices for payment against CONTRACT shall be addressed to PURCHASER.
 - The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.



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8 Contract Obligations:

- 8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.
- 8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

9 Modification in Contract:

- 9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.
- 9.2 PURCHASER shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

10 Use of Contract Documents & Information:

- 10.1 The Seller shall not, without the PURCHASER's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1 except for purpose of performing the CONTRACT.

11 Patent Rights, Liability & Compliance of Regulations:

- 11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER may have to pay or incur by reason of any such suit or proceedings.



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- 11.2 The SELLER shall indemnify the PURCHASER against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.
- 11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependents, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.
- 11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

12 Performance Guarantee:

- 12.1 Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of Contract Value, if the contract value is above Rs. 2.0 Lacs.
- 12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.
- 12.3 The performance guarantee shall be denominated in the currency of the CONTRACT.
- 12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee / Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.

13 Inspection, Testing & Expediting:

- 13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.
- 13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, when conducted on the premises of the SELLER or his sub-contractor (s), all reasonable



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facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.

- 13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them, and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days' notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall



include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.

13.13 Nothing in Article-13 shall in any way release the SELLER from any warrantee or other obligations under this CONTRACT.

13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.

13.15 Inspection & Rejection of Materials by consignees

When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14 Time Schedule & Progress Reporting:

14.1 Time Schedule Network/Bar Chart

14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.

14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.

14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.

14.1.4 The time schedule network/bar chart shall be updated at least every second month.

14.2 Progress Trend Chart/Monthly Report

14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.

14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.

14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with CONTRACT confirmation.



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- 14.3.1 PURCHASER's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.
- 14.3.2 Irrespective of such inspection, SELLER shall advise PURCHASER, at the earliest possible date of any anticipated delay in the progress.
- 14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER which shall be conclusive, or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER, the PURCHASER shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER shall not be responsible for any loss that the SELLER may incur, and SELLER shall not be entitled to any gain. PURCHASER shall, in addition, have the right to encash Performance Guarantee in full or part.

15 Delivery & Documents:

- 15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 15.2 Delivery shall be deemed to have been made:
- a) In the case of FOB Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date. However, for CFR & CIF Contracts delivery date will be receipt of goods at Indian Port.
 - b) In case of FOT dispatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.
 - c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER at the designated site(s).
- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER. Any request concerning delay will be void unless accepted by PURCHASER through a modification to the CONTRACT.
- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER.



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- 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.
- 15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

16 Transit Risk Insurance:

- 16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser against the advance information by the contractor with all the details.

Indigenous Bidders : Transit risk insurance till FOT Site shall be arranged and borne by Bidder.

Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne By Bidder.

The SELLER shall ensure that in effecting dispatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardized. The Seller shall furnish the cost of materials against each equipment.

- 16.2 PURCHASER's Insurance Agent:

[The name and address mentioned under SCC]

17 Transportation:

- 17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country



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of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

18 Incidental Services:

18.1 The Seller may be required to provide any or all of the following services:

18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods.

18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods.

18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/guarantee obligations under the Contract.

18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.

18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.

18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.

18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.

19 Spare Parts, Maintenance Tools, Lubricants:

19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.

19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and

19.1.2 In the event of termination of production of the spare parts:

- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
- ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if any when requested.

19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for:



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- 19.2.1 The construction, execution and commissioning.
- 19.2.2 2 years' operation and maintenance.
- 19.3 Spare parts shall be new and of first-class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.
- 19.4 Type and sizes of bearings shall be clearly indicated.
- 19.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 19.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.
- 19.7 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.
- 19.8 Lubricants
 - 19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trademark), quality and grade.
 - 19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.
 - 19.8.3 Seller shall indicate various equivalent lubricants available in India.

20 Guarantee:

- 20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.

No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by PURCHASER) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects all operating conditions, if any, specified in the Contract.



If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve (12) months from the date of the commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of not less than twelve (12) months from the date of replacement/repair.

If the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.

20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications /modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER in this regard shall be to SELLER's account.

21 Terms of Payment:

21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract. No interest shall be paid in case of delay in payments.



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- 21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract. No interest shall be paid in case of delay in payments.
- 21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
- 21.4 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. No interest shall be paid in case of delay in payments. If the requirements are stated as a percentage of the bid price along with exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

1. All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalized Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent together with Performance Guarantee for 10% of Contract Value.
2. For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
3. Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
4. All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of foreign bidder.
5. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
6. No interest charges for delay in payments, if any, shall be payable by PURCHASER.
7. In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.
8. Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.



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22 Prices:

- 22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.

23 Subletting & Assignment:

- 23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

24 Time as Essence of Contract:

- 24.1 The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

25 Delays in The Seller's Performance:

- 25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:
- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed, and SELLER shall be liable without limitation for the hire charges; or
 - ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
 - iii) hire the substitute goods vide (i) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.
- 25.2 Any unexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions:

Forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.

26 Price Reduction Schedule for Delayed Delivery:

- 26.1 Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT,



deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

26.1.1 Deductions shall apply as per following formula:

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

26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.

Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

27 Rejections, Removal of Rejected Equipment & Replacement:

27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.

27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.

27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.

27.4 EQUIPMENT rejected by the PURCHASER shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.

27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).



28 Termination of Contract:

28.1 Termination for Default

28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:

- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
- B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
- C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.

28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by MAHARSHRATRA NATURAL GAS LIMITED Against any type of tender nor their offer will be considered by MNGL against any ongoing tender (s) where contract between MNGL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by MAHARSHRATRA NATURAL GAS LIMITED to such VENDOR.

28.2 Termination for Insolvency

The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PURCHASER.

28.3 Termination for Convenience

28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:



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- a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or
- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29 Force Majeure:

29.1 Shall mean and be limited to the following:

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

The SELLER shall advise PURCHASER/CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

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

SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.

30 Resolution of Disputes/Arbitration:

- 30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.



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30.3 The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at Pune.

30.4 Arbitration

All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator.

The PURCHASER (MNGL) shall suggest a panel of three independent and distinguished persons to the Seller to select anyone among them to act as the sole Arbitrator.

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

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. All matters relating to this contract are subject to the exclusive jurisdiction of the courts situated at Pune. Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed thereunder shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated at **Pune, Maharashtra, India.**

30.5 **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, MAHARASHTRA, INDIA only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

31 **Governing Language:**

31.1 The Contract shall be written in English language as specified by the PURCHASER in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.



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‘32 Notices:

- 32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.
- 32.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

33 Taxes & Duties:

- 33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER’s country.
- 33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.
- 33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER.

34 Books & Records:

- 34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lump sum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35 Permits & Certificates:

- 35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER’s personnel to undertake any work in India in connection with Contract.

36 General:

- 36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.



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- 36.2 Losses due to non-compliance of Instructions Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER in connection with the contract execution shall be recoverable from the SELLER.
- 36.3 Recovery of sums due
All costs, damages or expenses which the PURCHASER may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.
- 36.4 Payments, etc. not to affect rights of the PURCHASER No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.
- 36.5 Cut-off Dates
No claims or correspondence on this Contract shall be entertained by the PURCHASER after 90 days after expiry of the performance guarantee (from the date of final extension, if any)
- 36.6 Paragraph heading
The paragraph heading in these conditions shall not affect the construction thereof.
- 37 Import License:**
- 37.1 No import license is required for the imports covered under this document.
- 38 FALL CLAUSES:**
- 38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer sells the materials of identical description to any persons/organizations including the Purchaser or any department of the Central Govt. or any Deptt. Of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.
- 38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.



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The above stipulation will, however, not apply to:

- a) Exports by the Contractor/Supplier or
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement
- c) sale of goods such as drugs which have expiry dates.

- 38.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:

"I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the MNGL under the order herein and such items/ goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. Of Central Govt. or any Deptt. Of State Govt. or any Statutory Undertaking of the Central or State Govt. upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the MNGL under the order.

Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier.

39 Publicity & Advertising:

- 39.1 Seller shall not without the written permission of PURCHASER make a reference to PURCHASER or any Company affiliated with PURCHASER or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.

40 Repeat Order:

- 40.1 PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the total order value without any change in unit price or other terms and conditions.

41 Limitation of Liability:

- 41.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

42 ADDITIONS TO GCC:

- ii) In case of range of variation up to inclusive of range of +50% & -50% no increase and' or decrease shall be applicable in Schedule of Rates.
- iii) Abnormally High Rated Item (AHR):
In items rate contract where the quoted rates for the item, exceed 50% of the owners' estimated rates, such items will be considered as Abnormally High



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Rates Items (AHR) and payment of AHR items beyond the BOQ stipulated quantities shall be made at the least of the following rates:

1. Rates as per BOQ, quoted by the Contractor.
 2. Rate of the item, which shall be delivered as follows:
 - a) Based on rate of machine and labor as available from the contract (which is including 15% cover towards contractor's profit overhead and other expenses).
 - b) Based on prevailing market rate of machine materials and labor plus 15% to cover contractors' profit, overhead and other expenses, when the rates are not available in the contracts.
- iii) Notwithstanding the provisions contained in Clause (ii) above, MNGL would have the right to negotiate all such AHR items before the award of the work.



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PART C

6. SPECIAL CONDITIONS OF CONTRACT (SCC) & SCOPE OF WORK



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SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK

1.0 Scope of Work - (Servers, Storage, Software's, Appliances, & Veeam Backup Software)

Bidder should supply the following Hardware & Backup Software as per the specifications given below:

Total Bill of Material –

Sr No	Item Description	Make	Unit	Qty
A	Servers	HP / Dell	Nos	2
B	Storage	HPE / NetApp / Dell	Nos	1
C	Backup Software (10 Instances – 2 Packs)	Veeam	Nos	2
D	NDFG Firewall with VPN	Fortinet / Palo Alto Firewall	Nos	1
E	Networking Switches	Aruba / Cisco	Nos	2
F	Workstation	HP / DELL	Nos	1
G	Windows Server DC 2025 16 Core Std Operating System	Microsoft-Perpetual license	Nos	4
H	SQL Server 2022 Standard Core - 2 Core License Pack (3 Years)	Microsoft-Perpetual license	Nos	4
I	Patch CordsCAT 6a 2 mtr	Commscope / Molex	Nos	20
J	1) One Time Installation Charges for the said Hardware 2) 7 Year Manages Services (As per SOW)	Not applicable	Job	2

A	Servers – 2 Nos (Make – HPE / DELL)
Item	Description of Requirement
Chassis	2U Rack Mountable
CPU	One AMD EPYC 9384 2.7GHz 32-core System on Chip (SoC) design.



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Memory	24DIMM slots. (8x32GB) Dual Rank x8 DDR5-4800 GB DIMMS scalable upto 6.0 TB using DDR5 Registered DIMM (RDIMM) operating at 4800 MT/s
Bus Slots	Server should support upto eight PCI-Express 5.0 x16 slots. Additional two x8 or higher PCIe 5.0 slots
BOOT optimized storage	2 x 480GB M.2 NVMe Hot Plug Boot Optimized Storage in RAID 1
HDD Bays	Upto 34 SFF SAS/SATA/SSD or Upto 20 LFF SAS/SATA/SSD or Upto 26 SFF NVMe SSD or Upto 36 E3.s 1T drives (FUTURE)
Controller	Server should support one of the below controllers, must support Mixed Mode which combines RAID and HBA mode operation simultaneously: Embedded / PCIe based x16 RAID controller with 8GB Flash backed write cache, supporting RAID 0, 1, 5, 6, 10, 50, 60. Must support mix-and-match SAS, SATA, and NVMe drives to the same controller. Controller must support 6G SATA, 12G SAS, 16G NVMe. Above mentioned controller must support following: 1. Hardware root of trust and secure encryption and decryption of critical drive data 2. Online Capacity Expansion (OCE) 3. Configurable stripe size up to 1 MB 4. Global and dedicated Hot Spare with Revertible Hot 5. Instant Secure Erase 6. Migrate RAID/Stripe Size 7. Modifying Cache Write Policy 8. Move Logical Drive 9. Re-enable Failed Logical Drive
Networking features	Server should support below networking cards: 1. 1Gb 4-port network adaptors 2. 10GBaseT 2-port Ethernet adaptor Infiniband Options: 100Gb or 200Gb Single or Dual port Adapter
Interfaces	Serial - 1 (Optional), USB 3.2 Gen1 support with Up to 5 total: 1 front, 2 rear, 2 internal.
Power Supply	Should support 800-Watt hot plug redundant low halogen power supplies with minimum 94% efficiency
Fans	Redundant hot-plug system fans



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Industry Standard Compliance	ACPI 6.1 Compliant PCIe 4.0 Compliant WOL Support Microsoft® Logo certifications Support for Microsoft Secure Code PXE Support Energy Star SMBIOS 3.1 UEFI 2.7 Redfish API IPMI 2.0 Secure Digital 2.0 Advanced Encryption Standard (AES) Triple Data Encryption Standard (3DES) SNMP v3 TLS 1.2 DMTF Systems Management Architecture for Server Hardware Command Line Protocol (SMASH CLP) DMTF Redfish support for Secure Boot Key Management One Button Secure Erase Active Directory v1.0 ASHRAE A3/A4 UEFI Class 3 (Unified Extensible Firmware Interface Forum)
System Security	UEFI Secure Boot and Secure Start support Immutable Silicon Root of Trust FIPS 140-3 validation Common Criteria certification Configurable for PCI DSS compliance Advanced Encryption Standard (AES) and Triple Data Encryption Standard (3DES) on browser Support for Commercial National Security Algorithms (CNSA) Tamper-free updates - components digitally signed and verified Secure Recovery - recover critical firmware to known good state on detection of compromised firmware Ability to rollback firmware Secure erase of NAND/User data TPM (Trusted Platform Module) 2.0 Bezel Locking Kit option Chassis Intrusion detection option
Operating Systems and Virtualization Software Support	Windows Server Red Hat Enterprise Linux (RHEL) SUSE Linux Enterprise Server (SLES) VMware ESXi.
Provisioning	1. Should support tool to provision server using RESTful API to discover and deploy servers at scale 2. Provision one to many servers using own scripts to discover and deploy with



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	Scripting Tool (STK) for Windows and Linux or Scripting Tools for Windows PowerShell
Firmware security	<ol style="list-style-type: none">1. For firmware security, system should support remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable2. Should maintain repository for firmware and drivers' recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware
Embedded Remote Management and firmware security	<ol style="list-style-type: none">1. System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication2. Server should have dedicated 1Gbps remote management port3. Server should have storage space earmarked to be used as a repository for firmware, drivers and software components. The components can be organized in to install sets and can be used to rollback/patch faulty firmware4. Server should support agentless management using the out-of-band remote management port.5. The server should support monitoring and recording changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur6. Two factor Authentication7. Local or Directory-based user accounts with Role based access control8. Remote console sharing upto 6 users simultaneously during pre-OS and OS runtime operation, Console replay - Console Replay captures and stores for replay the console video during a server's last major fault or boot sequence. Microsoft Terminal Services Integration, 128-bit SSL encryption and Secure Shell Version 2 support. Should provide support for AES and 3DES on browser. Should provide remote firmware update functionality. Should provide support for Java free graphical remote console.9. Should support managing multiple servers as one via<ul style="list-style-type: none">• Group Power Control• Group Power Capping• Group Firmware Update• Group Configuration• Group Virtual Media and Encrypted Virtual Media• Group License Activation10. Should support RESTful API integration11. System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support12. Server should have security dashboard: displaying the status of important security features, the Overall Security Status for the system, and the current configuration for the Security State and Server Configuration Lock features.13. One-button Secure Erase designed to decommission/repurpose servers14. NVMe wear level display15. Workload Performance Advisor - Provides server tuning recommendations to



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	improve server performance
Server Management	Software should support dashboard view to quickly scan the managed resources to assess the overall health of the data center. It should provide an at-a-glance visual health summary of the resource's user is authorized to view.
	The Dashboard minimum should display a health summary of the following: <ul style="list-style-type: none">• Server Profiles• Server Hardware• Appliance alerts
	The Systems Management software should provide Role-based access control
	Zero Touch Provisioning (ZTP) using SSDP with remote access
	Management software should support integration with popular virtualization platform management software like VMware vCenter & vRealize Operations, and Microsoft System Center & Admin Center
	Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.
	Should provide an online portal that can be accessible from anywhere. The portal should provide one stop, online access to the product, support information and provide information to track warranties, support contracts and status. The Portal should also provide a personalized dashboard to monitor device health, hardware events, contract and warranty status. Should provide a visual status of individual devices and device groups. The Portal should be available on premise (at our location - console based) or off premise (in the cloud).
	Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components.
	Should have dashboard for firmware baselines while performing minimum required firmware checks and highlighting out-of-compliance devices for updates with the selected firmware baseline
	The Server Management Software should be of the same brand as of the server supplier.



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Cloud Enabled Monitoring and Management	<ol style="list-style-type: none">1. Secure connection from customer sites to HPE cloud service2. Unified Identity & Access Management3. Manages and controls servers regardless of physical location.4. Subscription-based entitlement5. Efficient Device Onboarding6. Firmware Update Awareness with Intelligent delta-only based updates7. Set Group firmware Baseline and Compliance monitoring and notification8. Group based firmware management that can be scheduled or on-demand9. Remote Site management with low bandwidth/high latency network connectivity10. Role-based access and views for managed customer environments11. GUI and Rest APIs for core features
Warranty	7 Years Onsite with 24 x7 Support with 4-hour response time.



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B	Storage – 1 Nos (Make - HPE/ NetApp / Dell)
1	<p>1. The Storage system offered must be a true unified and scale-out system offering NAS (file) , SAN (block) and object workloads. The Storage supplied should be an appliance with a Single Microcode offering all protocols and should not be based on server based General Purpose Filesystems or Operating systems such as Linux, Windows etc.</p> <p>2. Storage system must be offered in a No-Single-Point of Failure offering upto six 9s of availability with minimum 2 Nodes/Controllers and Scale-Out to minimum 12 Nodes/Controllers.</p>
2	<p>1.The system should be offered with minimum 64 GB Distributed/Global/Federated DRAM cache across dual controllers. The cache should be scalable to 384 GB in a scale-out architecture with minimum 12 Controllers. System should offer capability to protect the write cache in case of a controller failure. Also, a failure of controller should not lead to write-through mode for cache.</p> <p>2. The system should be configured with minimum 2TB of SSD/Flash/NVMe in addition to the above and same should be scalable to 12TB.</p>
3	<p>The system must support intermixing of SSD, SAS, and NL-SAS drives, each of 12Gbps interface speed to meet the capacity and performance requirements for the applications. The system must support a minimum of 144 disks for scalability purpose.</p>
4	<p>The proposed system should offer minimum dual drive failure protection, however for high density drives it should also support triple drive failure protection for better resiliency and performance.</p>
5	<p>The system should be configured with 5TB usable capacity using SAS 10K RPM Drives and 12 TB Usable on SSD Drives with dual drive failure protection.</p>
6	<p>The storage should be configured natively with FC, iSCSI, NFS (NFSv3, NFSv4, NFSv4.1 supporting RFC5661), CIFS/SMB protocols for use with different applications. In addition to the above, Object (S3 compatible) protocol should also be supported either natively or through any additional appliance.</p>
7	<p>The proposed storage system should have minimum 4x12Gb SAS ports and 8 x 10G SFP+ Ports available across dual controllers.</p>
	<p>1. The storage offered should be a true scale-out system that allows intermixing of controllers across generations within the same system and scalable to a minimum of 12 controllers for maximum investment protection.</p> <p>2. The proposed system should offer capability to tier the data to either On-Prem or Cloud Object Storage. System should be configured with any software capability or license for On-Prem tiering to Object Storage from day-one.</p>
9	<p>1. Ability to expand LUNS/Volumes on the storage online and instantly.</p> <p>2. Quality of Service feature configured for both min and max limit at individual volume/LUN. The QoS should offer capability to maintain IOPs per GB allowing to increase the IOPs as LUN/Volume size is increased. Any additional license should be configured for the same if required.</p> <p>3. Capability of moving the hot data to high-performance drives and cold data to low performance drives in real time. The system should provide capability to tier data to high density drives on premise and off premise to an object storage or equivalent platform preserving data efficiencies.</p>



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	<p>4. Redundant hot swappable components like controllers, disks, power supplies, fans etc. and allow re-usage of Disk Shelves with higher models of the same product line.</p> <p>5. The proposed system should offer upto 20PBs capacity scalable within a single namespace.</p> <p>6. The proposed system should offer centralized, application-consistent data protection supported for various applications.</p> <p>7. The proposed storage should enable and integrate with server virtualization technologies such as VMware vSphere. The proposed storage must support VASA 3.0 and above, VMware VVOL feature and feasibility to create more than 1000 VVOLs. The proposed array should be able to present both VVOL storage pool and traditional LUN's.</p> <p>8. The storage system should be capable of providing multi-pathing software with failover and load balancing functionality.</p> <p>9. The proposed storage should provide both in-line and post process efficiency features such as Compression, De-Duplication and Compactation.</p> <p>10. The proposed storage should be able to provide secure multi tenancy for air gap security and isolation from other workloads</p> <p>11. The proposed system should provide the features such as capacity usage, trends, activity evaluation and perform corrective actions on the directories and files.</p> <p>12. The proposed storage should provide capability to do what/if analysis on cost savings on the filesystems based on the cost assigned to the tier.</p> <p>13. The Storage array should be offered with Synchronous, Asynchronous replication feature & Zero Data Loss protection between the DC, DR and Near DR</p>
10	<p>a. The proposed system/solution should offer incremental replication capabilities in both fan-out and cascading topologies. The WAN replication should be secured by end-to-end encryption and bandwidth optimization supported natively. All the necessary licenses should be quoted from day 1.</p> <p>b. The proposed system should offer solution for zero RPO and near zero RTO for high data availability and fast data replication for business-critical applications in both virtual and physical environments such that the services should continue operating even when there is a complete site failure.</p> <p>c. The offered system should ensure a unified architecture flexibility for replication both on-prem & to the cloud natively without the use of any third-party hardware or software solutions. The replication should support end-to-end encryption and bandwidth optimization.</p> <p>d. The system offered should provide the ability to recover files, databases, and complete volumes instantaneously from the snapshot copies.</p> <p>e. The proposed storage should offer minimum 1000 point-in-time snapshots per volume/LUN in such a way that the snapshots should not consume extra space at the time of creation. The license for entire usable capacity to be included.</p>



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	<p>f. The proposed storage should support software for fast, space-efficient, application-consistent, disk-based backups and clone management that can protect applications with improved RPO/RTO.</p>
	<p>g. The proposed storage should provide Fast Restores, Instant VM Recoveries and Data Fabric Integration along with RBAC.</p>
	<p>h. The proposed system should be offered with the necessary licenses/software that simplify backup, restore and clone management by allowing mountable snapshots and clones without disruption to production.</p>
	<p>i. The Proposed Storage system should have native GUI to monitor & perform operations on data protection jobs</p>
	<p>j. Proposed storage should offer capabilities to create backup copies across sites and also allow replication of data across backup targets. Any license required should be configured.</p>
11	<p>k. The proposed storage array must support data at rest encryption for file shares including both CIFS and NFS, managed by On-board Key Manager or External Key Manager offering industry standard certification/compliance by using a cryptographic security module supporting FIPS 140-2 level encryption. For multi-tenant configuration, individual tenant's keys should be managed by the offered storage.</p>
12	<p>The proposed storage array must support data-at-rest encryption in compliance with FIPS 140-2 certification managed by On-board Key Manager or External Key Manager using a cryptographic security module.</p>
	<p>The proposed storage should maintain individual keys for every tenant in multi-tenant configuration.</p>
	<p>Storage shall provide the capability to sanitize disk to ensure that data can be made un-readable while replacing the Disk Drives in the array.</p>
	<p>The storage system should support IPsec data encryption in flight for all IP traffic including the NFS, iSCSI, and SMB/CIFS protocols to combat replay and man-in-the-middle (MITM) attacks.</p>
	<p>The storage should be configured to comply with SEC Rule 17a-4 for filesystems. Also, the offered storage should ensure that no one including administrator should be able to delete the data post WORM enabled.</p>
	<p>The storage system should support the functionality to enable administrators in limiting or restricting users' administrative access granted for their defined role.</p>
	<p>The offered system should be a TPM based model to offer better security and protection. The same security module should be offered by all the products of the family such that upgradation to a same or higher family model should be a non-disruptive process.</p>
	<p>The storage system must offer File system analytics to analyze Data discovery, Capacity usage, File and directory counts, File activity trends, Active and inactive data identification and other analytics solutions which can leverage the REST API to collect the analytics information from the storage system and provide extended use cases such as capacity trending and storage reporting.</p>
	<p>The storage system should offer high-performance compliance solution in accordance to various industry standards to meet regulations such as Securities and Exchange Commission (SEC) 17a-4, HIPAA, Financial Industry Regulatory Authority (FINRA), Commodity Futures Trading</p>



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	Commission (CFTC), and General Data Protection Regulation (GDPR).
	The Storage system should support (UEFI) secure boot to ensure that only signed and verified images are used to boot the system. Storage array should provide security feature while booting by ensuring that Key Manager manages keys to lock/unlock drives and associated volumes.
	The storage system should offer capability towards visibility, detection and remediation of ransomware attacks. The storage system should provide a file blocking methodology that allows organizations to filter or block traffic based on file extensions and file metadata
	Storage system must use TLS for secure communication and administration functions such as secure log forwarding.
	Storage management software should support MFA to ensure secure access of Management Software. The Storage array should support SHA-2 level security for managing user credentials.
	Proposed storage should support block level data de-duplication, compression for all kinds of data (structured & unstructured), compaction and thin provisioning.
13	The Storage Management Software should offer operational simplicity and rich data management functionalities for Unified Storage. It should provide a single dashboard to monitor health, availability, capacity usage, performance, and data protection status of various platforms along with resource planning.
14	The management tool should offer ansible playbook generation for selective workloads, provide latest software upgrades, cloud backup to protect volumes and timely system analysis and recommendations to solve any performance issues.
	The management tool should display system alerts and notifications for proactive management on the dashboard for users to quickly access them and it should provide information about support cases raised on the cluster.
	The management tool should offer global search bar for all storage objects and also action-based searching.
	The Storage management interface (GUI) should be virtualization aware and provide end to-end virtual-to-physical mapping of the physical infrastructure using a single console.
	The offered system should be able to deliver actionable predictive analytics and proactive support through a cloud-based portal and mobile app. It should support automating maintenance task along with upgrades automation and watchlist. It should automate the task of updating the firmware via ansible playbooks.
	It should support config drift to identify deviations in configurations and configuration drift corrections to help proactively address configuration gaps and anomalies. It should support capacity forecasting with drift chat integration to enable timely support.
	The offered system should offer capability to find and fix security vulnerabilities and automate risk remediation.



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	<p>The offered system should support single plane of automation that contain automation capabilities with full REST APIs. It should support REST APIs for events, systems and retrieving performance and license details.</p>
	<p>The offered system should support configurable security dashboard. It should have cluster security to monitor and alert when security settings are added, changed, or deleted. It should be able to import externally generated SSL Certificates.</p>
	<p>It should support storage virtual machine disaster recovery monitoring that provides a unified protection view and enable administrators to see SVM-DR relationships on the data center level.</p>
	<p>It should support Intelligent placement and provisioning of storage workloads, Service Level Oriented NAS Workload Provisioning and Service Level Oriented LUN Workload Provisioning.</p>
	<p>The management tool should be a SaaS based solution that provides real time insights into complex cloud-native architectures, real-time data visualization of the topology, availability and utilization of the entire infrastructure, including both cloud and on-premises multivendor resources.</p>
	<p>The offered system should support ransomware and insider threat detection to protect data with early detection and actionable intelligence on ransomware and other malware incursions. It should detect malicious activity and protect the data by automatically taking a snapshot.</p>
	<p>The storage provider should be Ansible automation certified partner and should be able to deliver Red Hat Certified Support Modules which should enable a lower cost of ownership and ease of setup by reducing the time to deploy and manage the storage. The Ansible Playbooks combined modules should deliver full stack presentations of storage to the host. It should seamlessly unite workflow orchestration with configuration management, provisioning and application deployment in one easy-to-use and deploy platform.</p>
15	<p>The offered storage system support APIs to manage and monitor storage infrastructure. It should support various API categories such as Intelligent provisioning, Data center management and monitoring, Configuration and admin, Datacenter-level Aggregation etc.</p>
	<p>The offered system should support automation to achieve the key storage outcomes such as cluster setup, Cluster upgrade, Provisioning, Protection and Monitoring and provide easy provisioning for volume, svm and LUN.</p>
	<p>The storage system should provide centralized monitoring across hybrid infrastructures through the agentless discovery of multi-vendor, multi-protocol, and multi-cloud (public and private) IT resources on-premises and in geographically dispersed sites.</p>
16	<p>The storage should be supplied with rack mount kit. All the necessary patch cords (Ethernet and Fiber) shall be provided and installed by the vendor.</p>
17	<p>The Hardware and software quoted should have 7 years NBD support along with upgrade and updates.</p>



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C	Backup Software 10 Instances, 2 Packs – 2 Nos (Make: Veeam)
Analyst Rating	Backup software proposed should be in Gartner's leader quadrant for last five years in gartner Magic Quadrant report for Data Protection / Backup Software.
Licensing	The proposed Backup software must offer instance-based licenses with no restrictions on type of arrays (protecting heterogenous storage technologies), front end production capacity or backup to disk target capacity restrictions. Licenses and associated hardware should be supplied for both primary and DR site.
Data Protection and Recovery in the cloud	Software should be able to restore VMs to a cloud service provider like AWS, Azure or Google directly from the backup copy.
	Software should be able to extend the backup repository to a public cloud service provider by moving older files to any S3 Compatible Object storage or Azure BLOB repositories.
	Backup software should have capability to archive data to Amazon Galcier or Microsoft Azure storage Arhive Tier. The Software must have capability to restore the data from archive tier, it should not be dependent on cloud vendor.
	Backup software should support agentless backups of applications reisdng in VMs like SQL, Exchange, Sharepoint, Oracle, etc. with non-staged granular recovery of all these applications. It should support crash consistent VM level backup for all other workloads. Backup software should support SAP HANA backup integrated with HANA Cockpit
	The software must have the functionality to back up on-prem data directly into cloud repositories such as AWS S3 or Microsoft Blob.
	Proposed backup software should be able to leverage Immutable Cloud based storage like S3-Immutable service to prevent backup copies of data from any corruption or ransomware attacks.
Security & Compliance	The proposed solution should have on demand scans available for malware attacks.
	The backup Software must have inline detection & in-guest detection via guest indexing against any malware attacks.
	The proposed backup software should have four eyes approval for any backup deletion.
	Backup software should be a Hardware Agnostic software, and it should support snapshot integration with hypervisors like VMware, Hyper-V, Nutanix AHV and RHEV and support de-duplication on any storage target. It should be able to backup data to tapes (like LTO) as well for long term retention.
Backup support for hypervisors and Applications	The proposed backup software should provide Instant recoveries for any backup to Vmware or Hyper-V Virtual machine. It should also support the Instant VM recovery for AHV workloads as well.
	Backup software should support file level recovery from any backup of any VM or physical server. It should support a full system recovery in case of a system crash, either on a physical system or virtual machine or as a Cloud Instance (AWS, Azure or



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	Google)
	The Proposed backup Software should support Syslog and Service Now integration.
	Backup software should support instant database recoveries of MS SQL, Oracle, and PostgreSQL from the backup files.
	Backup software should support Multi factor authentication for accessing Backup console and console auto log-off functionality.
	Backup software must have a feature of data validation, whereby a workload (VM with OS and application) is powered-on in a sandbox environment and tested for its recoverability.
RPO/ RTO and Recovery Assurance	Recovery verification should automatically boot the server from backup and verify the recoverability of VM image, Guest OS and Application Consistency and then publish automated reports to be used in backup / recovery audits.
	Backup software should provide Backup and Replication capabilities in one console only and also allow users to integrate with RBAC capabilities of the hypervisor, so that users can initiate backup and restore only those VMs to which they have access, without administrator intervention, thereby delivering self-serve capabilities.
	Proposed backup software should be able to Harden the Linux Repository. This service will prevent backup copies of data from any corruption or ransomware attacks.
	The software should support Group Managed Service Accounts which should have an option to users to allow change passwords after every 30 days and allows for complex password policy.
	The proposed backup should have object storage backup.
	Proposed backup software should have the ability to perform staged restores to enable admins to comply to regulations by selectively deleting files / records which should not be restored from the backup copies. This will help in complying to "right to be forgotten" regulations like GDPR, where user data is deleted from restored backup copies in an auditable manner.
	Backup software should support instant file share recovery in NAS storages to allow users to access files fast after disaster.
	The proposed Backup software must allow to configure the maximum acceptable I/O latency level for production data stores to ensure backup and replication activities do not impact storage Availability to production workloads.
Backup and Replication Performance and SLA	Backup software should provide Recovery of Application Items, File, Folder and Complete VM recovery capabilities from the image level backup within 15Mins RTO.
	The software should be Network-efficient, Secure backup data replication with variable-length encryption at the source, along with compression and encryption to ensure that



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	backups are optimized for WAN transmission. This should be ensured with or without need of any other 3rd party WAN Accelerator requirements.
	Replication in the software should be a VM level replication and must replicate the VM level data with or without backing it up at the source site. It should also include failover and failback capabilities and should be able to perform automatic acquisition of network addresses at the destination site.
Disaster Recovery Capabilities	The Proposed solution should support Continuous replication at VM level. The RPO must be less than 5 Seconds, and it must deliver Application consistency.
	Backup and replication software must deliver maximum investment protection by supporting replication of workloads between dis-similar systems like hyperconverged infrastructure to stand alone servers and storage running similar hypervisors across sites, thereby creating a Disaster recovery environment for production workloads irrespective of the underlying hardware.
	Backup software should have ability to backup data from one server platform and restore it to another server platform to eliminate dependence on a particular machine and for disaster recovery purposes. This bare metal recovery capability should be built in for the physical servers and should even work on the dissimilar hardware.
	Backup software should have the ability to backing up a Cloud VM running in AWS or Azure and restore it as a valid VM workload back onto a Vmware server farm.
Subscription	7 Years of Subscription with 24x7 Support

D	NDFG Firewall with VPN – 1 Nos (Make: Fortinet / Palo Alto Firewall)
Hardware Specs	1 x DSL Port (RJ11), 2 x GE RJ45/SFP Shared Media Ports, 6 x GE RJ45 Ports, 2 x GE RJ45
Throughput	Application Control throughput of at least 1.8 Gbps.
	IPSec VPN throughput of at least 6.5 Gbps. The device must support at least 1.5 million concurrent connections and 45k new sessions per second.
Storage	Proposed hardware should support Min128 GB local SSD storage for caching/WAN optimization.
Warranty	5 Years Comprehensive Warranty (Advanced Replacement NBD), and 24x7 Technical Support.



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E	Networking Switches – 2 Nos (Make: Aruba/Cisco)
Network SW	Managed Layer 2+/Layer 3 Lite switch with minimum 12 x 10GBASE-T ports, 4 x 10G SFP+ ports, switching capacity ≥ 320 Gbps, forwarding rate ≥ 238 Mpps, VLAN, QoS, LACP, IGMP snooping, static routing (IPv4/IPv6), cloud/web/CLI-based management, rack-mountable with internal power supply and minimum 5-year warranty with foundation care next business day support.

F	Workstation – 1 Nos (Make – HP / DELL)
Workstation	Intel Core i7-14700 vPro Enterprise 5.40G 33 MB 20 cores 65W CPU, Intel® PCH W680 Chipset, 64GB (2x32GB) DDR5, Windows 11 Pro and support dual boot operating System ,DIMM Slot 4 Nos, Memory Expandable upto 192GB, Tool Less Chassis, NVIDIA RTX 2000 Ada 16 GB, 256GB PCIe-4x4 2280 Value M.2 Solid State Drive, 1TB PCIe-4x4 2280 Value M.2 2nd Solid State Drive, 125 BLK Wired Keyboard, Wired 320M Mouse, Dust Filter, with (21.5 Inch Full HD Monitor having HDMI/VGA/DisplayPort required , 5/5/5 (material / labour / onsite) Warranty also needed below certification Energy Star, ISV Certificates

G	Windows Server DC 2025 16 Core Std Operating System – 4 Nos (Make – Microsoft- Perpetual License)
Operating System	Windows Server 2025 Datacentre - 16 Core with Unlimited Vms

H	SQL Server 2022 Standard Core - 2 Core License Pack – 4 Nos (Make – Microsoft- Perpetual License)
SQL	SQL Server 2022 Standard Core - 2 Core License Pack (3 Years)

E	Patch Cords CAT 6a 2 mtr – 20 Nos (Make: Commscope / Molex)
1	CAT 6a Type 2 Mtr Patch Cord

J	Project Management & Installation and Configuration Charges for 7 Years
Documentation with Bid submission	Documentations to be submitted along with the bid - Itemized BoQ, Detailed solution description along with architecture diagram, Product Datasheets, brochures, etc. and detailed compliance sheet to specification.



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Installation Scope	<ol style="list-style-type: none">1. Physical Infrastructure Setup and Firmware Management The bidder shall be responsible for end-to-end physical deployment of all supplied hardware, including but not limited to enterprise-grade rack-mountable servers, shared storage subsystems, and Layer 2/Layer 3 network switches. This includes racking, mounting, structured cabling, power management, and adherence to data center standards for airflow, load balancing, and safety. The bidder shall ensure all components are updated to the latest OEM-recommended firmware versions post-installation.2. Server OS & SQL Installation and Domain Configuration Installation of Microsoft Windows Server 2025 Datacentre Edition & SQL 2022 Std on both physical servers, ensuring RAID configuration (if applicable), BIOS optimization, and secure boot compliance. Both servers shall be joined to the existing Active Directory domain post-installation. Configuration shall include hostname assignments, network configurations, and administrative access settings as per the IT policy.3. Centralized Storage Subsystem Integration The bidder shall carry out full installation and logical configuration of the centralized storage system (SAN / NAS as applicable). This includes: Creation of RAID groups and/or storage pools based on IOPS and redundancy requirements. LUN / Volume creation and multipath configuration Zoning and masking via FC/iSCSI protocols. Storage presentation and persistent mapping to both Hyper-V host servers in a high-availability configuration.4. Virtualization Platform and High Availability Cluster Enablement of Hyper-V Role with requisite features on both nodes. Creation and validation of a Hyper-V Failover Cluster, including quorum configuration and Live Migration settings. Cluster validation reports shall be documented and approved before VM provisioning.5. Virtual Machine Provisioning and Application Deployment Creation of Virtual Machines as per detailed resource specifications (vCPU, RAM, Disk, Network) shared by the application vendor. Provisioning of a dedicated SQL Server VM, followed by installation and fine-tuning of the SQL Server instance (Standard/Enterprise Edition as required). Application VMs shall be validated for network connectivity, domain integration, and performance baselines.6. Cluster Functionality Testing Comprehensive failover and Live Migration testing of all provisioned VMs across the Hyper-V cluster. Simulated failure scenarios shall be executed to validate automatic failover and
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	<p>cluster recovery time objectives (RTOs).</p> <p>7. Data Protection – Backup & Recovery Configuration Installation and activation of New Backup Software licenses on the existing Veeam Back Software infrastructure (New Backup Software should be compatible for Integration with Existing Backup Software Veeam) Onboarding of new VMs and physical servers into the backup Software scope. Configuration of scheduled backup policies to utilize the existing HPE StoreOnce Catalyst Repository. Execution of test backups and granular restore operations (file-level, application item-level, and full VM restore) to validate recoverability.</p> <p>8. Network and Security Configuration Installation and commissioning of the supplied network switches. Network segmentation, VLAN tagging, and QoS policies configuration for management, storage, backup, and VM traffic. Deployment of firewall rules and NAT policies as per organizational security architecture. This includes deep packet inspection, port forwarding, and intrusion detection rule sets in accordance with best practices.</p> <p>9. Workstation Deployment Installation and onboarding of user workstations into the domain. Network configuration and resource access testing for each workstation.</p> <p>10. Software Licensing Activation and validation of all relevant Microsoft software licenses, including but not limited to Windows Server and SQL Server. Documentation of license keys, activation status, and compliance alignment with Microsoft Licensing Agreements (MLA).</p> <p>11. Long-Term Support and Warranty Commitments The bidder shall provide 7 years of OEM-backed hardware support including: Comprehensive warranty coverage (parts, labour, onsite service). Firmware, patch, and driver updates. Technical assistance for backup configurations and recovery strategies throughout the support tenure</p>
Training	<p>After the successful installation of the infrastructure, respective vender will:</p> <p><u>Conduct Onsite Training:</u> Provide hands-on training to end users and IT staff, ensuring they are well-acquainted with the newly deployed infrastructure.</p> <p><u>Perform Basic Functional Testing:</u> Validate the setup by performing essential tests to confirm the system is functioning as expected.</p> <p><u>User Handholding & Knowledge Transfer:</u> Offer one-on-one or group guidance sessions to help users understand operational procedures and best practices for daily usage.</p>



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Support	Bidder and OEM should have registered local support office in Pune/Mumbai. Bidder shall provide support for 7 years for hardware Infrastructure Support & Service
On-Site Support	For Technical issue within 4-hour timeline onsite support is required all working days.

Sr No	General Terms & Conditions
1	Any support requirement for the systems (hardware/software) to be resolved within 24 hours
2	Supplier to provide support at any of the MNGL office location (Baner)
3	Authenticity of the software license included in the systems should be checked and confirmed by the supplier
4	Uptime for the system should be 98%
5	Supply, Installation Testing and Commissioning of all above items. All rates should be inclusive of all taxes, duties, frights, levies, and statutory charges etc.
6	Supplied devices to be brand new
7	All equipment's and devices shall be installed, commissioned, and maintain as per OEM's installation, commissioning and maintenance guidelines.

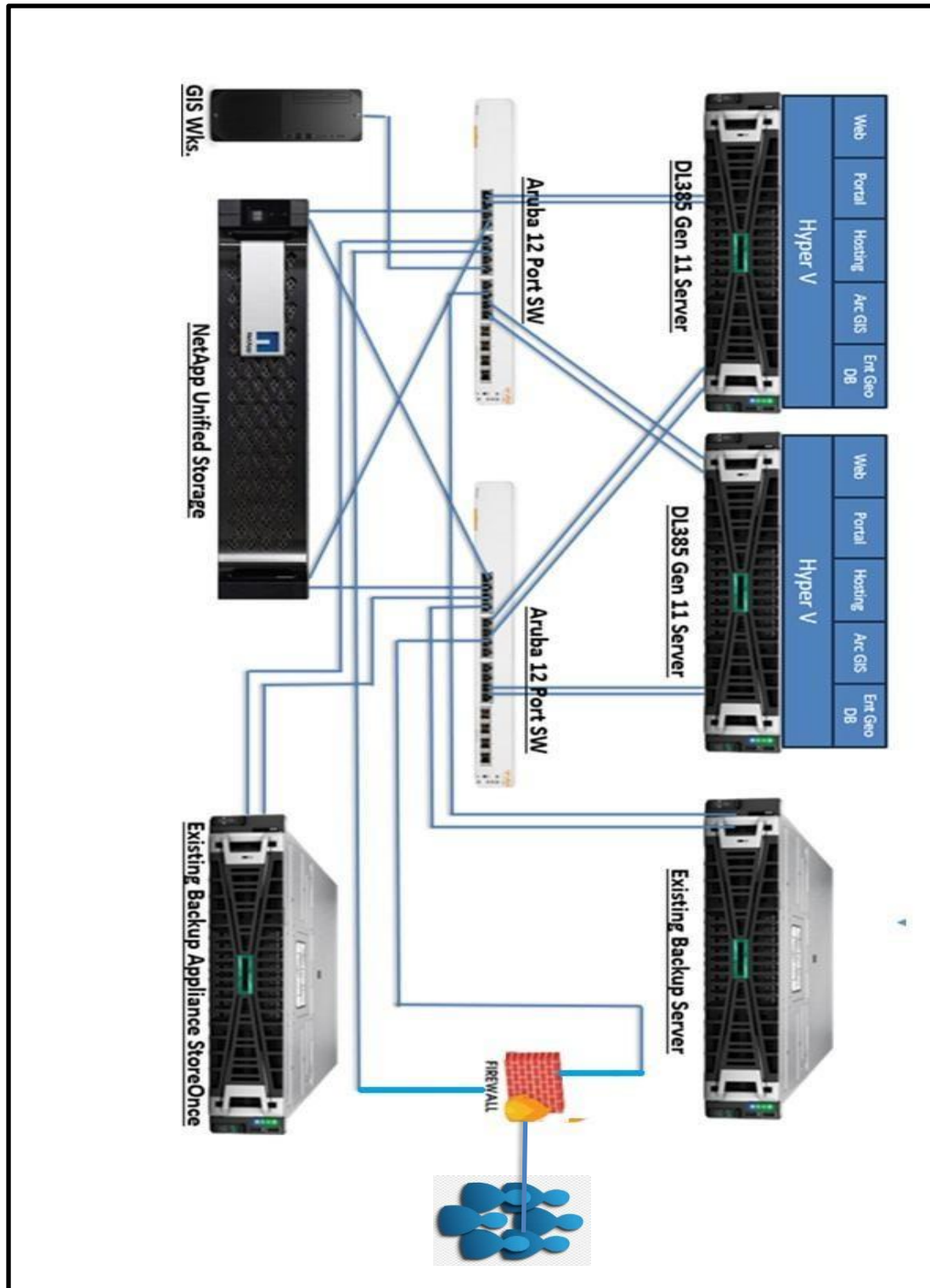


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Proposed System Architecture -





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General Understanding -

- MNGL want to create new GIS setup with on premises setup
- Bidder recommended to have Hyper-V cluster with shared hardware specs
- MNGL are using existing backup server and StoreOnce appliance for GIS server backup.
- Application team is taking care of Application deployment and Database integration
- Creation of VM's and building highly available hardware infrastructure
- Application team will be sharing required configuration for VM's
- Storage will be used as centralized storage for applications and DB VM's
- Workload distributed across SAS and SSD disk on storage as per recommendation
- Firewall and new network switches with high availability will be used in GIS infra
- MNGL will be procuring required licenses and hardware for GIS infra
- GIS workstation will be used to connect GIS infra and deployment basis application team requirement
- Bidder's scope is limited to hardware deployment, license activation and VM creation as per shared details
- Software (OS, SQL, Veeam) installation will be in the scope of Bidder.
- MNGL is looking Comprehensive 7-year Service support for hardware and backup of new GIS infra.

General Terms -

- 1) Bidder should quote only for Products & Veeam Backup Software as mentioned in the scope of work.
- 2) Server, Storage, Appliance & Veeam Backup Software mentioned should be as per the Make & Specifications given in the Proposal.
- 3) Other OEM products will not be acceptable by MNGL.
- 4) Transport will be in the Bidders Scope.



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2.0 Payment Terms –

The terms of payment shall be as follows:

- **For Veeam Backup Software, Servers, Storages, Switches, Firewall, SQL Server, Workstation, Patch Codes, Windows Licences with One-time charges –**
 - 90% (Ninety percent) payment of the order value shall be made after delivery and installation of the material, within 45 days along with dispatch documents.
 - i) Cenvatable Invoice in triplicate
 - ii) GR/ LR
 - iii) Packing List
 - v) Insurance cover note covering transit insurance
 - vi) A copy of performance bank guarantee as per PO
 - 10% (ten percent) after 45 (Forty) days after delivery, installation & acceptance of the same along with No claim certificate.
- **For Managed Services –**
 - Quarterly – At the end of each quarter after submission of Invoice & necessary documents, certified by the Engineering in Charge (EIC) on Pro rata basis.

3.0 Delivery Terms:

- **Delivery 3-5 weeks onsite.**
- **Delivery Address:**

M/s Maharashtra Natural Gas Ltd,
Pride Purple Coronet, 2nd Floor, Baner Road,
Above Bata Showroom, Baner, Pune – 411045

4.0 Price Reduction Schedule:

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



**MAHARASHTRA NATURAL
GAS LIMITED**

**Tender for Procurement of HP Servers with AMC to migrate
the GIS application.**

Bid No.: MNG/CP/2025-26/43

PART D

7. SCHEDULE OF RATES (SOR)



MAHARASHTRA NATURAL
GAS LIMITED

Tender for Procurement of HP Servers with AMC to migrate the GIS application.

Bid No.: MNGL/CP/2025-26/43

SCHEDULE OF RATES (SOR) - INSTRUCTIONS

"Schedule of Rates (SOR) / BOQ is enclosed on e-tendering portal <https://etenders.gov.in>"

Note:

- a. Evaluation shall be done on overall least cost basis to the MNGL & order will be placed on the lowest bidder(s) only.
- b. Quoted unit rates shall be inclusive of all other charges except GST.
- c. Allowed decimal points in unit rate shall be up to 2 (two) decimal points. Unit rate quoted in negative shall lead to rejection of the bid.
- d. Taxes & Duties if any shall be indicated clearly in your quotation and total amount should be inclusive of all taxes etc.
- e. **"Prices quoted shall be inclusive of all taxes / duties and nothing extra shall be payable by the owner except for statutory variation in Goods & service tax rate during the contractual period. Bidder shall note that any error in estimating these taxes & Duties (GST) will be to Bidder's Account".**

Seal & Signature of Bidder