



# **MAHARASHTRA NATURAL GAS LIMITED (MNGL)**


(A JOINT VENTURE OF GAIL (India) Limited & BPCL)

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

**TENDER DOCUMENT FOR RATE CONTRACT FOR  
PERIOD OF TWO YEARS FOR REFILLING OF HELIUM  
GAS AND CALIBRATION GAS MIXTURE CYLINDERS  
FOR GAS CHROMATOGRAPHY INSTALLED AT MS  
CHIKHLI OF PUNE GA.**


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

Bid Document No.: MNGL/CP/2022-23/40

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b></p> <p><b>Bid No.: MNGL/CP/2022-23/40</b></p>
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## **SECTION I**

### **INVITATION FOR BIDS (IFB)**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b></p> <p><b>Bid No.: MNGL/CP/2022-23/40</b></p>
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**OPEN DOMESTIC COMPETITIVE BID  
(THROUGH E-TENDERING MODE)**

**NOTICE FOR INVITATION OF BIDS (IFB)  
FOR**

**TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA.**

**1.0 INTRODUCTION**

**Maharashtra Natural Gas limited ('MNGL')** (hereinafter referred as Purchaser), is supplying Piped Natural Gas (PNG) to domestic, commercial and Industrial consumers and Compressed Natural Gas (CNG) to automobiles in the State of Maharashtra & Karnataka. MNGL is in the process of increasing its compression capacity for CNG distribution.

**2.0 BRIEF DESCRIPTION OF PROJECT**

The said Tender deals with Rate Contract for the period of two years for Refilling of Helium gas and Calibration gas mixture cylinders for gas chromatography installed at MS Chikhli of Pune GA as per details furnished in this Bid documents.

**3.0 BRIEF SCOPE**

The bidder has to provide the following items:


- Refilling of High purity Helium Gas of 99.995% purity in 47 Liter. Cylinder, pressure 140 kg /cm<sup>2</sup>, approx. volume – 7 M<sup>3</sup>
- Supply of ISO/IEC 17025:2005 UKAS Accredited Natural Gas Calibration Laboratory No 0590.
- Refilling of High purity Calibration Gas Mixture in 10 Liter. Cylinder, pressure 100 kg /cm<sup>2</sup>, stability – 36 months.

**NOTE: Detailed scope of work is mentioned in Section-IV.**

Item Description	GA	Qty.
Helium	Pune	20
Calibration Gas Mixture	Pune	6

**4.0 TYPE AND DURATION OF CONTRACT**

The period of contract shall be 2 years from the date service order, further extendable for another Six months on the same terms & conditions.

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## 5.0 SCHEDULE FOR SUPPLY OF STORES / WORKS

### Supply:

### Schedule for Supply:

Delivery order shall be released by MNGL in quantities required as per our target and plan. The bidder should agree to supply the quantity mentioned in the delivery order as per following:

**Delivery basis to be on FOT store / site basis.**

Sl. No.	Item Description	Completion Period
1.	<b>Supply of Helium Gas</b> Collect, transport, refill and resend the cylinders	Bidder has to collect, transport, refill and resend the cylinders within 1 (one) month from the date of written intimation from the MNGL representative.
2.	<b>Supply of Calibration Gas Mixture</b> Collect, transport, refill and resend the cylinders	Bidder has to collect, transport, refill and resend the cylinders within 1 (one) month from the date of written intimation from the MNGL representative.

## 6.0 BID VALIDITY

Bid should be valid for 4 (Four) Months from the last date of bid submission.


## 7.0 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](http://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.)**

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## 8.0 DETAILS OF BID DOCUMENTS

Tender document number	MNGL/CP/2022-23/40 dated 02.06.2022
ITEM(S)	Tender for Rate Contract for period of two years for refilling of Helium Gas & Calibration Gas mixture cylinders for Gas Chromatography installed at MS Chikhli of Pune GA.
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	As per Sr. No. 5 above
EARNEST BIDSECURITY	MONEY/ Rs. 10,000/- in the form of Demand Draft / BG to be in favor of <b>"Maharashtra Natural Gas Ltd."</b> payable at <b>Pune</b> . Account Details for NEFT / RTGS for EMD: Name of the Beneficiary: M/s Maharashtra Natural Gas Limited Name of the Bank & Address: State Bank of India Branch: Industrial Finance Branch, "Tara Chambers", Pune- Mumbai Road, Wakadewadi, Pune-411 003 A/c No.: 35310073625 IFSC Code: SBIN0008966
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	09.06.2022, 11:00 Hrs.
Bid submission due date and time	23.06.2022 till 15:00 Hrs. IST
Bid Submission at	<a href="https://etenders.gov.in">https://etenders.gov.in</a>
Techno-commercial bid opening date and time	24.06.2022 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	Assistant Manager (C&P) C&P Department, Maharashtra Natural Gas Limited, Pride Purple Coronet, 2 <sup>nd</sup> Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000/1190/1157 Email: <a href="mailto:gasaid@mngl.in">gasaid@mngl.in</a> / <a href="mailto:manan.gupta@mngl.in">manan.gupta@mngl.in</a>

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. 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.

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## 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](http://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.

### 9.0 BID SECURITY

Bid Security/EMD is applicable. Same shall be submitted as per clause no. 18 of ITB.

### 10.0 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 at following e-mails: [gasaid@mngl.in](mailto:gasaid@mngl.in), [manan.gupta@mngl.in](mailto:manan.gupta@mngl.in)

**Note:** Tender no. & subject should be in 'subject' of the e-mails sent.


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, 2<sup>nd</sup> Floor, Baner Road, Baner, Pune – 411045.

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.



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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.

## **11.0 BID EVALUATION CRITERIA (BEC)**

### **11.1 TECHNICAL CRITERIA:**

Bidder should have successfully executed/completed supply of High purity Helium gas of at least 35 cubic meter and calibration Gas cylinders minimum 2 No's (10 Litre) in India for any industry of repute in preceding 5 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.**

### **11.2 Evaluation & Award of Work**

**Evaluation shall be done on overall least cost basis to the Purchaser.**

In case of tie for L1 bidder, the order shall be placed on the bidder having highest turnover during the preceding 3 Financial Years i.e. 2019-20, 2020-21 & 2021-22.

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**12.0 GENERAL**

**12.1** Purchaser (MNGL) reserves the right to increase or decrease the scope of work of bidders before or after award of work

**12.2** Purchaser reserves the right to place the order for part quantity.

**12.3** Bid document is non-transferable.


**12.4** Bids through Hardcopy/ Fax / E-mail shall not be accepted.

**12.5** Owner will not be responsible for cost incurred in preparation and submission of bids.

**12.6** Owner reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever. MNGL also reserves the right to cancel the tender without assigning any reason whatsoever.


**12.7** Contact details of owner is given below:

Chief Manager (C&P)  
C&P Department,  
Maharashtra Natural Gas Limited,  
Pride Purple Coronet, 2<sup>nd</sup> Floor,  
Baner Road, Baner,  
Pune – 411045  
Telephone: +91 (20) 25611000  
Email: [gasaid@mngl.in](mailto:gasaid@mngl.in), [manan.gupta@mngl.in](mailto:manan.gupta@mngl.in)

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## **SECTION II**

### **INSTRUCTIONS TO BIDDERS (ITB)**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b></p> <p><b>Bid No.: MNG/CP/2022-23/40</b></p>
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## A. INTRODUCTION

### 1.0 SCOPE OF BID

- 1.1 The Purchaser invites bids through e-tendering mode for **Rate Contract for the period of two years for refilling of Helium gas and calibration gas mixture cylinders for gas chromatography installed at MS Chikhli of Pune GA** as mentioned in the tender documents.
- 1.2 The bid document specifies the contractor scope of work, terms and conditions.
- 1.3 All terms, conditions and specifications of the bidding document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 Bidders shall quote in the manner as specified in the bidding document. Owner reserves the right to evaluate and accept bids at their sole discretion. The provisions of this clause shall supersede any contrary provisions expressly stated or implied anywhere else in the bidding document.
- 1.5 The successful Bidder (the “Supplier”) shall complete delivery of Goods along-with services (if any as per tender) as per Specification, Scope of Supply/Job, Special Conditions of Contract within the period stated in tender/ bid documents.
- 1.6 Throughout the Bid Documents,
  - a. The terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/ Tenderer, Bid/ Tender/ Offer etc.] are synonymous.
  - b. 'Day' means 'Calendar Day'
  - c. The singular shall include the plural and vice versa wherever the context so requires.

### 2.0 ELIGIBLE GOODS AND SERVICES AND ORIGIN OF GOODS

- 2.1 All goods and related services to be supplied under the contract shall have their origin only in source countries, which are not prohibited to trade with by any law or rules made there under having the force of law of the Union of India or any state Government of India.
- 2.2 For purposes of this clause, “Origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

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2.3 The origin of goods and services need not be from the home country of the Bidder.

**2.4 Acceptance of goods in deviation to specified specifications**

Normally goods with deviation from requisite specifications will not be accepted. However, in exceptional circumstances, it may be accepted, at sole discretion of MNGL, where the goods are of superior specification.

**3.0 ONE BID PER BIDDER**

3.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified. If bid of companies which is managed & controlled by same group of individuals (common owners / proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed and bids will be disqualified.

3.2 Also, if this fact is known at a later stage during bid evaluation or even after finalization of contract, the award will be made null and void and appropriate action including forfeiting of security deposit in any form and putting the firms on holiday list will be taken.


3.3 Alternative bids are not acceptable.

3.4 The provisions mentioned at clause no. 3.1 herein above 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.

**4.0 SITE VISIT**

4.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself at his own responsibility all information that may be necessary for preparation of the bid and entering into the Contract. The cost of visiting the site shall be at bidder's own expenses.

4.2 The bidder and any of his personnel or Agents will be granted permission by the Owner to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

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## **5.0 COST OF BIDDING**

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **6.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS**

- 6.1 Bid document is non-transferable.


## **B. THE BID DOCUMENTS**

### **7.0 CONTENT OF BID DOCUMENTS**

- 7.1 The Goods required, bidding procedures, and contract terms are prescribed in the bid documents. In addition to the Invitation for Bids (IFB), the bid document includes:
- Volume I Commercial Section consisting of:
  - Invitation for Bids (IFB)
  - Instructions to Bidders (ITB)
  - General Conditions of Contracts (GCC)
  - Special Conditions of Contracts (SCC)
  - Forms and Formats
  - Schedule of Rates (SOR)
  - Volume II –Material Requisition, Technical Specifications, etc
- 7.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bid documents. The Bid Documents together with all its attachment thereto and Corrigendum (if any), shall be considered to be read understood and accepted by the bidder. Failure to furnish all information required by the bid documents or to submission of a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

### **8.0 CLARIFICATION ON BID DOCUMENTS**

- 8.1 A prospective Bidder requiring any clarification of the bid documents may notify the Purchaser 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 two (02) working days before the pre-bid meeting date. Written copies of the Owner's response (including an explanation of the query but not necessarily identifying the source of inquiry) will be hosted on websites enlisted at sl. No. 8 in IFB along with the corrigendum, if required, before the bid due date (not through the minutes of the Pre-Bid

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Meeting). All such clarifications issued shall deem to form a part and parcel of the Bid documents.

- 8.2 Any clarification or information required by the Bidder but same not received by the Employer/ PMC by way of above is liable to be considered as "no clarification / information required".
- 8.3 The Bidder shall submit their queries / clarifications to MNGL in the format available in tender.

## **9.0 AMENDMENT OF BID DOCUMENTS**


- 9.1 At any time prior to the deadline for submission of bids, the Owner / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by issuing addenda and or Corrigendum.
- 9.2 Any addendum / corrigendum / clarifications to bidders query thus issued shall be part of the bidding documents and shall be hosted on websites enlisted at sl. No. 8 in IFB before bid due date. Bidders desirous to submit its bid have to take into consideration of all the addenda / corrigenda / clarifications to bidder's query hosted on the above websites before submitting the bid.
- 9.3 Bidders are advised to visit e-tendering website from time to time to get updated information / documents.
- 9.4 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.
- 9.5 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**

### **10.0 LANGUAGE OF BID**

- 10.1 The Bid prepared by the bidder, all correspondences and documents relating to the bid exchanged by the bidder and the Owner, shall be written in the English language only. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purpose of interpretation of the Bid, the English translation shall govern.



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10.2 In the event of submission of any document/ certificate by the bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder along with the bid.

10.3 In exceptional cases, the English translation authenticated by Indian High Commission / Consulate may be accepted at sole discretion of MNGL.

## **11.0 DOCUMENTS CONSTITUTING THE BID**

11.1 The bid prepared by the bidder shall comprise of the following components that are required to be provided/uploaded on E-tendering portal.

11.1.1 Scanned documents (duly signed by the authorized signatory) to be uploaded by the bidder on the portal as per list appended to this tender document named "DOCUMENTS TO BE UPLOADED ON E-TENDER PORTAL".

11.1.2 Techno-commercial information by the bidder in the specified format on the e-tender portal (reference checklist of TECHNO-COMMERCIAL SHEET appended to this tender document)

11.1.3 Price bid SOR as per prescribed format on the e-tender portal. (for reference, format is provided at Section – "Schedule of Rates")


### **Note:**

- i) All pages of the bid offer to be signed and stamped by an authorised representative (as describe in bid document) of the bidder.
- ii) Bidder must ensure numbering of all pages submitted in bid document. Further total number of pages submitted in bid document must be mentioned in the covering letter of bid submitted.
- iii) **Prices if received in Unpriced Bid shall not be considered for evaluation and bid shall be summarily rejected.**

## **12.0 BID FORM**

The Bidder shall complete all the Bid Forms attached in Section-V of bid document and submit the same as a part of "Techno-Commercial Un-priced bid "as per clause no. 21 of ITB.

In two part bidding as specified in IFB, Bidder shall furnish bid in two parts, the first part will contain all bid forms with related documents, SOR without prices and bid security but not the price schedule, the second part will contain price schedule, each such part being furnished on e-tendering website

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<https://etenders.gov.in> as per instructions for bid submission available in the tender/ e-tendering website.

### **13.0 BID PRICES**

13.1 The Bidder shall indicate in the appropriate Price Schedule the unit prices and total bid price of the goods & services it proposes to supply under the contract.

13.2 Bidder shall indicate the following in the Schedule of Rates,

- i) Basic Unit rate including Packing, Forwarding & transportation charges and all taxes & duties except GST for each quoted SOR line item
- ii) GST on above.
- iii) Bidders to indicate HSN/SAC Code & % of GST applicable in un-priced SOR.

**Note:**

Anti-profiteering clause: As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier may note the above and quote their prices accordingly.

### **14.0 PRICE VARIATION**

14.1 Rates will be firm and fixed during the contract period.

### **15.0 BID CURRENCY**

15.1 Bidders shall submit bid in Indian Rupees only.


### **16.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

16.1 Pursuant to ITB, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

16.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- that the Bidder meets the qualification criteria stipulated in the Tender.

### **17.0 DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO BID DOCUMENTS**


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- 17.1 Pursuant to ITB, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bid documents of all goods and services which the Bidder proposes to supply under the contract.
- 17.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered and a certificate of origin (for goods other than that of Indian origin) issued at the time of shipment shall confirm the same.
- 17.3 Wherever appropriate the documentary evidence of conformity of the goods and services to the bid documents may be in the form of literature, drawings, and data, and shall consist of:
- detailed description of the essential technical and performance characteristics of the goods;
  - an item-by-item commentary on the Purchaser/ Consultant's Technical Specifications demonstrating substantial responsiveness of the goods and services to those of the specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 17.4 For purposes of the commentary to be furnished pursuant to ITB above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated in the Technical Specifications, are intended to be descriptive only and not restrictive.

## **18.0 BID SECURITY**


- 18.1 Pursuant to the provisions of IFB and ITB, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Tender.
- 18.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 18.3 Bid security/EMD against e-tender can be submitted either through online e-payment mode or in the form of Bank Guarantee (BG) or Demand Draft (DD) or Banker's cheque (BC) or Letter of Credit from any Nationalized/ Scheduled Indian Bank or by the branch of a reputable international bank located in India as per proforma attached in the Tender document. Bid security in the form of Bank Guarantee shall be valid for sixty (60) days beyond the validity of the bid (of 4 months).

In case of DD or BC, the same should be in favour of MAHARASHTRA NATURAL GAS LIMITED payable at Pune. To enable the bidders to utilize online transaction option, Bank details of MNGL are specified in Sl. No. 8 of IFB above.

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**Bidder is required to upload the successful Transaction Details along with their e-bid. In case of online transaction, submission of EMD in original is not applicable.**

- 18.4 Non-submission of EMD (in form of BG/ DD/ BC/ Letter of Credit in physical form) to purchaser's office as mentioned in IFB may render the bid liable for rejection.
- 18.5 Any bid not secured in accordance with ITB Clauses may be treated as non-responsive and rejected.
- 18.6 Original Bid Security in the form of BG/ DD/ BC/ Letter of Credit shall be submitted sealed in an envelope clearly superscribing "Bid Security – Original" along with the name and address of bidder, tender subject, tender document number and shall be addressed to the address given in Section-IFB. If the envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement of the EMD and its consequential rejection.
- 18.7 Earnest Money Deposit so paid will be refunded to the unsuccessful bidders after the award of work. For bidders who have submitted their EMD through any of the e-payment mode, refund of the EMD amount shall be made to the account as mentioned in their profile on the e-tender portal.
- 18.8 The successful Bidder's bid security will be discharged upon such Bidder accepting the award and furnishing the performance security and confirmation of the same (from issuing bank).
- 18.9 The bid security may be forfeited, if:
- The bidder withdraws its bid during the period of bid within its validity; or
  - The bidder revises / modifies their bids suo moto affecting the bid requirement; or
  - The bidder does not accept the LOA/PO/Contract; or
  - Execution of job has not started as per timelines defined in tender document; or
  - It is established that bidder has indulged in corrupt and fraudulent practice or have submitted forged documents the bid security shall be forfeited in addition to other action like putting the vendor on holiday after following the due process; or
  - The bidder does not accept the correction of errors; or
  - The bidder fails to furnish "Contract Performance Guarantee / Security Deposit", in accordance with tender conditions, upon award.
- 18.10 **The Indian / Domestic firms registered with NSIC / MSME, under its single point registration scheme are exempted from furnishing Bid Security, provided they are registered for the items / work they intend to quote and**

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**subject to their enclosing with their bid a copy of latest and current registration certificate.**

- 18.11 Bidders submitting their EMD in the form of BG/DD/ BC/ Letter of Credit have to upload a scanned copy of the same on the e-tender portal. During bid opening, any bid uploaded without such scanned copy shall be summarily rejected. Bidders submitting bid security in the form of BG/DD shall submit the same in physical form within 7 working days from the date of bid opening, failure of which may render the bid liable for rejection. Bidders are required to submit EMD in a separate sealed envelope super scribing the tender number and that it contains EMD.

Working days shall be arrived after considering Five (5) days working in a week at MNGL's office & any gazetted holiday in Pune.

- 18.12 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by MNGL. The forfeiture amount will be subject to final decision of MNGL based on other terms and conditions of order/ Contract.

- 18.13 EMD / Bid Bond will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of EMD / Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.


## **19.0 PERIOD OF VALIDITY OF BIDS**

- 19.1 Bids shall remain valid for 4 (Four) Months after the date of bid submission prescribed by the Purchaser and will reject the bid having shorter validity period as non-responsive.

- 19.2 In exceptional circumstances, the Purchaser may request the Bidder for an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request for extension of its bid validity will not be required nor permitted to modify its bid.

## **20.0 AGENTS IN INDIA**

- 20.1 Deleted

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## D. SUBMISSION OF BIDS

### 21.0 INSTRUCTION FOR ONLINE BID SUBMISSION

21.1 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 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.

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## 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.**


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- (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.

#### **SUBMISSION OF BIDS:**

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload 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.**



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**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.**

**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.

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- (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](mailto:support-eproc@nic.in)

## **22.0 DEADLINE FOR SUBMISSION OF BIDS**

- 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 allow any bid or part thereof whatsoever to be submitted after the due time on the due date.
- 22.2 The EMD (if applicable) in physical form must be received by Owner (MNGL) at the address as specified in IFB but not later than the time and date as specified in IFB. The Owner may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Owner and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.
- 22.3 No bids shall be allowed to be submitted after the due date and time on the E-tender portal, in any case whatsoever. In case the bidder has not clicked the Final Submission button till the due date and time, the bid will automatically be rejected by the e-tender portal and such bid will be considered non-submitted.

## **23.0 LATE BIDS**

- 23.1 Bidders have to upload scanned copy of their document towards EMD (Declaration for Bid Security/ EMD (if in the form of BG)/ Exemption certificate, as applicable), on the e-tender portal. During bid opening, any bid uploaded without such document toward EMD shall be summarily rejected.
- 23.2 Bidders submitting EMD in the form of BG/ DD/ BC/ Letter of Credit (if applicable) have to ensure that the same in physical form reaches MNGL's office within 7 working days from the date of bid opening. Failing to do so may render the bid to be considered as Late Bid. Such bid shall not be considered for further evaluation.
- 23.3 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.

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## **24.0 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.

**Note:**


In case bidder wants to modify its bid, the bidder should not click on 'Withdraw' button. Please note that upon clicking withdraw button, bidder will not be allowed to participate in that tender again. 'Withdraw' button is only meant for the case when bidder needs to withdraw their participation from a specific tender.

- 24.2 No bid can be modified after the deadline for submission of bid.
- 24.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security (if applicable), pursuant to clause 18 of ITB or other actions as per tender conditions.

## **E. OPENING AND EVALUATION OF BIDS**

### **25.0 OPENING OF BIDS BY THE PURCHASER/CONSULTANT**

- 25.1 The Purchaser will open all bids on the e-tendering portal in the presence of Bidders' designated representatives who choose to attend, at the time, on the date and place as specified in IFB. The Bidders' representatives, who are present, shall sign an attendance sheet evidencing their attendance, if so required by the Purchaser.
- 25.2 The Bidder's names bid modifications or withdrawals, and the presence or absence of requisite Bid Security (EMD) and such other details as the Owner, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder pursuant to ITB Clause 23.
- 25.3 Bids (and modifications sent pursuant to ITB Clause 24) 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 Owner/ Consultant any documents pertaining to its bid is not being acknowledged and relevant portions read out.

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- 25.4 The Owner/ Consultant will prepare a bid opening statement to be signed by all representatives present during bid opening, if so required by the Purchaser.

## **26.0 CLARIFICATION OF BIDS**


- 26.1 All the bidders must ensure adequacy and sufficiency of their document while submitting bid in all respects. Bid shall include all documents confirming to the tender terms and conditions, BEC and the tender specifications in Toto failing which their bids are liable to be rejected.
- 26.2 During evaluation of the bids, the Owner / Consultant may, at its discretion, if required, ask the Bidder for a clarification of its bid. The request for clarification and its response shall be through the e-tendering portal only, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

## **27.0 PRELIMINARY EXAMINATION**

- 27.1 The Purchaser/Consultant will examine the bids to determine whether they are complete and meets the "Bid Evaluation Criteria" of the Bidding Documents, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 27.2 The Purchaser/Consultant may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 27.3 Purchaser reserves the right to not to open the bids of those bidders with whom purchaser experience with regard to performance of any earlier contract/ equipment has been found to be lacking.
- 27.4 Prior to the detailed evaluation, pursuant to ITB, the Purchaser/Consultant will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Documents without deviations.
- 27.5 If a bid is not substantially responsive, it will be rejected by the Purchaser/Consultant and shall not subsequently be made responsive by correction of the nonconformity by the Bidder.

## **27.6 CONFIDENTIALITY**

During Bid Process: Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to any person(s) not officially concerned with such process.

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## 27.7 CONTACTING THE EMPLOYER

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


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 and action shall be initiated as per procedure in this regard.

## 28.0 REJECTION CRITERIA

28.1 Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.

28.2 Any deviation/unconformity on following conditions will result in summarily rejection of the bid:

- (i) Bid security (EMD) i.e. non-submission along with bid offer or bid security (EMD) not complying with the bid requirements, if applicable.
- (ii) Submission of contract performance bank guarantee as per tender.
- (iii) Period of validity of bid.
- (iv) Firm & fixed prices throughout execution of contract.
- (v) Specifications.
- (vi) Delivery/ Completion schedule.
- (vii) Resolution of dispute/ arbitration clause.
- (viii) Schedule of Rates / Price Schedule in other than prescribed format or with insertion of any condition(s).
- (ix) Price Reduction Schedule.
- (x) Force Majeure.
- (xi) Applicable laws.
- (xii) Scope of work.
- (xiii) Guarantee / Warranty/ Defect Liability Period.
- (xiv) Disclosure of prices in unpriced bid.
- (xv) If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price.
- (xvi) Non-submission of declaration regarding Holiday Listing status.
- (xvii) Quoting Comprehensive Maintenance charges less than or more than, as prescribed in clause no 21 of SCC.
- (xviii) Any modification in SOR and Guaranteed parameters (Annexure I) in the submitted bid offer.
- (xix) If any cell in Guaranteed parameters (Annexure I of Volume II of II) is left blank.
- (xx) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid.

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**Note:** Bidders are advised to submit their bids in strict compliance with the specifications and other stipulations as per tender terms and conditions. Bidders are advised not to stipulate deviations.

## **29.0 OPENING OF PRICE BID**

- 29.1 The Bidders who meet the qualification requirement and whose bids have been 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 of 24 hours. The place, date and time of price bid opening will be informed to all such bidders. The Bidders' authorized representatives who are present shall sign a register evidencing their attendance.
- 29.2 The bid prices and discounts, if any stated in the price schedules will be announced during price bid opening.

## **30.0 CONVERSION TO SINGLE CURRENCY**

- 30.1 Deleted


## **31.0 EVALUATION AND COMPARISON OF PRICES**

- 31.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive.
- 31.2 Prices shall be evaluated on "overall basis" including GST quoted, to arrive at the lowest evaluated cost (L1) to Purchaser. Bidder must quote against all the items of quoted part(s), failing which bid shall be liable for rejection.
- 31.3 Ranking of bidders i.e. L1, L2, L3 & L4 shall be decided based on total evaluated price. The lowest evaluated price for complete SOR shall be considered as L-1 price.
- 31.4 Award shall be made to L-1 bidder for 100% work.

Note: 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. 2019-20, 2020-21 & 2021-22.

### **Note to clause no. 31.0:**

- Prices if received in Unpriced Bid Envelope / Cover-1 shall not be considered for evaluation and bid shall be summarily rejected.
- Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents; MNGL shall not be responsible for any failure on the part of the bidder to follow the instructions.

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- Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/ Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- If any unconditional rebate has been offered in the quoted rate, the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount after submission of bid, such reduction/ discounts shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/ rebate(s), then such discount/ rebate(s) offered by the bidder shall be considered for Award of supply/ work and the same will be conclusive and binding on the bidder.
- In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- **Tenders not in Prescribed Forms**  
If quotations are received from the party in their own format instead of on the prescribed format against the tender, such quotations may not be considered for evaluation.

### 31.6 **CORRECTION OF ERRORS**

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:


Discrepancy between unit price & total price: If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity of any item or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

### 32.0 **CONTACTING THE PURCHASER/ CONSULTANT**

- 32.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser/ Consultant on any matter related to the bid, it should do so in writing.



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- 32.2 Any effort by a Bidder to influence the Purchaser/ Consultant in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

## **F. AWARD OF CONTRACT**

### **33.0 POST-QUALIFICATION**

- 33.1 In the absence of pre-qualification, the Purchaser/Consultant will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.
- 33.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser/Consultant deems necessary and appropriate.
- 33.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

### **34.0 AWARD CRITERIA**


- 34.1 The Purchaser will award the contract to the successful Bidder(s) whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 34.2 In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in the preceding 3 financial years i.e. 2018-19, 2019-20 & 2020-21.

### **35.0 DELETED**

### **36.0 PURCHASER'S RIGHT TO VARY QUANTITIES**

- 36.1 The quantity mentioned in SOR is for obtaining the unit rates and evaluation purpose. The Purchaser reserves the right at the time of contract award or during tenancy of contract to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.



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### **37.0 PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**


- 37.1 The Purchaser reserves the right to accept or reject any bid in full or part, to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders. Purchaser also reserves the right not to accept lowest rates quoted by the bidder.

### **38.0 NOTIFICATION OF AWARD**

- 38.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by LOA (Letter of Acceptance) or registered letter or by e-mail that its bid has been accepted.
- 38.2 The date of LOA (Letter of Acceptance) for notification of award will be effective date of start of contract.
- 38.3 The bidder shall promptly, but not later than Seven (7) days of notification of award shall furnish its acceptance of notification of award and submit the Contract-Cum-Equipment Performance Bank guarantee pursuant to ITB & SCC Clause within period stipulated for the same.
- 38.4 The Purchaser will discharge the bid security of unsuccessful Bidders as early as possible.
- 38.5 LOA read in conjunction with bid documents shall be binding on Bidder.

### **39.0 CONTRACT CUM EQUIPMENT PERFORMANCE BANK GUARANTEE**

- 39.1 Bidder shall furnish the Contract Cum Equipment Performance Bank Guarantee (CPBG) in accordance with the bid document, in the Format provided in the bid document. The bank guarantee shall be in the same currency as of Letter of award / Contract.
- 39.2 Bidder shall be required to submit Contract-Cum-Equipment Performance Bank Guarantee (CPBG) in the form of Bank Guarantee (BG) or Demand Draft (DD), issued by a nationalized bank or a scheduled Indian bank or by the branch of a reputable international bank located in India or by an international reputed bank from abroad provided in that case, the guarantee is confirmed through any bank as above located in India. In case of foreign bank which is not a scheduled bank in India, a Bank Guarantee issued by such bank shall be required to be counter guaranteed by a scheduled bank incorporated in India and registered with Reserve Bank of India.
- 39.3 The successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e.

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IMPS/NEFT/RTGS etc. For this purpose, the details of MNGL's Bank Account is mentioned in IFB. While remitting, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. \_\_\_\_\_ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Notification of award.

- 39.4 Further, the bidder can submit CPBG on line through issuing bank to MNGL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by MNGL.
- 39.5 In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by MNGL. The forfeiture amount will be subject to final decision of MNGL based on other terms and conditions of order/ contract.
- 39.6 CPBG / Security Deposit will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of CPBG / Security Deposit submitted by the Supplier / Contractor / Service Provider.

**Refer SCC for CPBG applicable for this tender.**

#### **40.0 CORRUPT OR FRAUDULENT PRACTICES**

- 40.1 It is required that all concerned in the entire procurement process to observe the highest standard of ethics during the said process. In pursuance of this policy, the Purchaser/Consultant:
- (a) defines for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means the offering, giving, receiving 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 Borrower, 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 Borrower 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;

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- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank financed contract.

40.2 Furthermore, Bidders shall be aware of the provision stated in General Conditions of Contract (GCC).

#### **41.0 ELIGIBLE BIDDERS**

41.1 The bid received from bidders put on holiday / ban by any Government Organization / Public Sector or their joint ventures/ MNGL for any forgery, Corrupt or Fraudulent Practice or unethical behaviour, shall not be considered.

41.2 The Bidder should not be under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission.

41.3 In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to MNGL by the bidder.


It shall be the sole responsibility of the bidder to inform MNGL in case the bidder is under any liquidation, court receivership or similar proceedings on Due Date of Bid Submission and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per tender conditions.

#### **41.4 Power of Attorney:**

Power of Attorney to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium, if allowed to bid in the tender). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

(I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:

- a) In case of Proprietorship: by Proprietor
- b) In case of Partnership: by all Partners or Managing Partner
- c) In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP
- d) In case of Public / Limited Company: PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board

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Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

- (II) In case of a Consortium (if allowed to bid in the tender), Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

The Power of Attorney should be valid till award of contract / order to successful bidder.

- 41.5 The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.
- 41.6 Bids shall be evaluated as per Bid Evaluation Criteria (BEC) as provided in IFB Section.

#### **42.0 SINGLE POINT RESPONSIBILITY**


- 42.1 The bidder shall submit bid on single point sole/prime bidder responsibility basis. Bidder shall therefore not submit offer on consortium or joint bid basis. Bids submitted by Joint venture/ Consortium shall be summarily rejected.
- 42.2 The sole (prime) bidder alone (in whose name the bid document has been issued) will have single point responsibility for all contractual purposes and will be over all responsible for complete execution of the contract as per scope, terms & conditions defined in the Bid Document.
- 42.3 The status of all the other vendor(s)/collaborator(s), (if any), referred/identified by the bidder in their offer shall be that of bidder's sub-vendor/supplier/sub-contractor.

#### **43.0 MENTIONING OF PAN NO. IN INVOICE/BILL**

- 43.1 As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/services/works/consultancy services exceeding Rs. 2 Lacs per transaction. MNGL's PAN No. is AAECM5536G.


Accordingly, service provider should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case service provider do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement.

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## SECTION III

# GENERAL CONDITIONS OF CONTRACT (GCC)


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## **GENERAL CONDITIONS OF CONTRACT**

### **1.0 DEFINITIONS**

- 1.1 All the initial capitalised terms used in the Agreement shall have the meaning as ascribed to such term hereunder:
- (a) **‘Agreement’ or ‘Contract’** means the agreement entered into between the Purchaser / Owner and the Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.
  - (b) **‘Completion Schedule’ or ‘Delivery Schedule’** means a schedule approved by the Owner for completion of all obligations of the Supplier under the Agreement.
  - (c) **‘Contract Documents’** mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
  - (d) **‘Contract Price’** means the price payable to the Supplier under the Contract for the full and proper performance of all its contractual obligations.
  - (e) **‘Day’, ‘Month’ or ‘Year’** means calendar day, calendar month or calendar year.
  - (f) **‘Engineer In-charge’** means an authorized representative of the Purchaser / Owner, if any, to which the Purchaser / Owner has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The Engineer is fully empowered to represent the Purchaser / Owner. For avoidance of doubt, Consultant may be an Engineer. In case the Agreement does not specify the intervention by the Engineer, the rights and obligations are exercised and borne by the Purchaser / Owner, mutatis mutandis.
  - (g) **‘Effective Date’** means a date on which Supplier’s obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.
  - (h) **‘Goods’** means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser / Owner under the Agreement.
  - (i) **‘GCC’** means the General Conditions of the Contract contained in this section.
  - (j) **‘Inspector’** means any person or outside Agency nominated by Purchaser / Owner to inspect equipment, stage wise as well as final, before despatch, at Supplier’s works and/or on receipt at Site as per terms of the Agreement.
  - (k) **‘Notification of Award’** means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Purchase Order (PO) or Letter of Award (LOA) issued to a successful bidder for award of the work pursuant to bidding process.
  - (l) **‘Purchaser’ or ‘Owner’** shall mean Maharashtra Natural Gas Ltd. (MNGL), a company incorporated in India having its registered office at Plot No.27, A Block, 1<sup>st</sup> Floor, PMPML Bus Depot Commercial Building, Shivajinagar, Pune – 411005, India. The term OWNER includes its successors & assigns.
  - (m) **‘Services’ or ‘Ancillary Services’** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance,



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- training and other such obligations of the Supplier covered under the scope of the Agreement.
- (n) **'Site' or 'Purchaser's stores'** means the place or places named in tender document.
  - (o) **'SCC'** means the Special Conditions of the Contract forming a part of the Contract Documents.
  - (p) **'Supplier' or 'Seller' or 'Contractor' or 'Vendor'** means the individual person or firm or body corporate supplying the Goods and/or Services under the Agreement.
  - (q) **'FOT'** – means that the Goods or supply items or services shall be delivered and done at site(s) warehouses or places mentioned by the Purchaser on FOT (Free on Terminal) basis.

## **2.0 APPLICATION**


- 2.1 These General Conditions of Contract shall apply to the extent that they are not superseded by provisions of the Contract Agreement.

## **3.0 CONTRACTOR TO INFORM**

- 3.1 The Contractor / Supplier / 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 Contractor / Supplier / Seller of his responsibility to fulfil his obligation under the Contract.

## **4.0 SCOPE OF CONTRACT**

- 4.1 Scope of the CONTRACT shall be as defined in the Purchase Order / Contract specifications, drawings and Annexure thereto. For provisions not covered under the Purchase Order / Contract, provisions of General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) of the tender document against which the Purchase Order / Contract has been placed shall prevail.
- 4.2 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.
- 4.3 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


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manner and supply the same in prescribed time to the entire satisfaction of Purchaser.

- 4.4 The Seller shall furnish 2 nos. 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.
- 4.5 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.
- 4.6 All dimensions and weight should be in metric system.
- 4.7 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.
- 4.8 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.
- 4.9 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 / Consultant or its assigns and are subject to recall by Purchaser / Consultant. 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 / Consultant. All such details shall be kept confidential.
- 4.10 Seller shall pack, protect, mark and arrange for despatch of equipment as per instructions given in the Contract.

## **5.0 INTERPRETATION OF CONTRACT DOCUMENTS**

- 5.1 Notwithstanding the sub-divisions of the contract documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 5.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract

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shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

## **6.0 COUNTRY OF ORIGIN**


- 6.1 For purpose of this Clause, 'origin' means the place where the Goods were mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 6.2 The origin of Goods and services may be different from the nationality of the Supplier.

## **7.0 STANDARDS**

- 7.1 The Goods supplied under this Agreement shall conform to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' in country of origin. Such standards shall be the latest issued by the concerned institution.

## **8.0 CONFIDENTIALITY**

- 8.1 The Supplier cannot, without agreement of the Purchaser, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the Purchaser / Consultant / Engineer / Inspector.
- 8.2 Further, Supplier is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Purchaser or Consultant or Engineer or Inspector. The Purchaser or Consultant retains the right to claim damages from the supplier in the case where these documents have been used without such written consent.
- 8.3 However, these obligations do not apply to documents for which it can be demonstrated that,
- ☐ Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
  - ☐ Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
  - ☐ Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.

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- 8.4 Regarding the application of this clause, the experts appointed by the Purchaser / Engineer are not considered as third parties, and for this reason they have to respect, towards the Supplier, the same obligations as the Purchaser in these matters.
- 8.5 Any document, other than the Agreement itself as enumerated in GCC Clause 1.1 (a), shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's obligations under the Agreement.
- 8.6 The Seller shall not, without the Purchaser's / Consultant'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 as far as may be necessary for purpose of such performance.

## **9.0 CONTRACT OBLIGATIONS**

- 9.1 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.
- 9.2 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.
- 9.3 Any neglect or omission or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the Contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the Contract.
- 9.4 Any change in layout due to site conditions or technological requirement shall be binding on the Contractor and no extra claim on this account shall be entertained.

## **10.0 MODIFICATION IN CONTRACT**

- 10.1 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 / Consultant 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

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performance of contract in any manner except to the extent mutually agreed through a modification of contract.

- 10.2 Purchaser / Consultant 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.

#### **11.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS**


- 11.1 In case the Contractor's performance is delayed due to any act or omission directly attributable to Owner or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Work, to the extent such omission on the part of the Owner has caused delay in the Contractor's performance of his Work against written request by contractor and after Owner's verification.
- 11.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted, except when contractor is requested by Owner to maintain the agreed time schedule of completion by engaging additional Contractor's personnel for additional time beyond stipulated working hours as also on Sundays and Holidays and achieve the completion date / interim targets.

#### **12.0 PATENT RIGHTS**

- 12.1 The Supplier shall alone bear the liability and costs of any prejudicial consequence of any infringement of all or part of the patents, industrial trademarks, designs and models relating to the Goods.

Therefore, the Supplier shall make the arrangements at his own expense with the holders and pay the royalties, obtain the necessary licenses and authorizations, failing which he agrees to modify the Goods to the extent needed to avoid any such infringement.

- 12.2 In case of legal action or proceedings for infringement against the Owner, the Supplier undertakes to:
- ☐ Stand up for the Owner in the defence of his rights and interests;
  - ☐ Save Purchaser harmless of any legal, financial and other consequences as may result to him from the legal action or proceedings;
  - ☐ Bear all the damages and interests as may be due to the holders of the patents, industrial trademarks, designs and models, in principal, costs and interests;
  - ☐ Reimburse to the Purchaser, at the Purchaser's first request, the costs of any nature whatsoever, including the fees of lawyers, experts and technical advisers, etc. incurred due to or on the occasion of the legal action or proceedings;


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- ☐ To modify if need to be and without delay, the incriminated Goods / equipment, or have it replaced, free of charge, by equivalent Goods / equipment free of any infringement. Supplier alone shall bear all the costs, risks and liability that result thereof including the costs of dismantling, erecting, adapting or modifying such Goods/ equipment and starting up, etc.

- 12.3 In case of legal action or proceedings for infringement brought against the Purchaser, the Supplier has the right to participate in the Owner's defence. Any transaction with the third party in such cases shall be discussed and jointly agreed by the parties, wherever feasible.
- 12.4 The modifications to be brought to the Goods must have the prior consent of the Purchaser. This consent cannot in any way lessen the obligations of the Supplier that result from the present article, also in cases when new legal action or proceedings are initiated following the modifications that were made.

### **13.0 CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE**


- 13.1 Within 21 days from the receipt of notification of award of the Contract / Purchase Order, the Seller shall furnish Performance Guarantee to the Purchaser in the form of Demand Draft or Bank Guarantee from any Nationalized / Scheduled bank, in the format provided in the Tender Document.
- 13.2 The performance guarantee shall be denominated in the currency of the Contract.
- 13.3 The Performance Bank Guarantee shall be valid for a duration of 90 days beyond the expiry of Contract period / Defect Liability Period / Warranty Period, whichever later. The claim period of the Performance Bank Guarantee (BG) shall be further one month beyond the validity of the BG. 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.
- 13.4 The CPBG shall be refunded after successful completion of the contract and after adjustment of any and all dues of the MNGL which may arise during the execution of the contract and a confirmation that contractor has cleared all its dues pertaining to the contract and all liabilities etc., in addition indemnifying MNGL against any future claims, if any.
- 13.5 The Company shall have the right to forfeit the security deposit in case of non-satisfactory performance of the contract.

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#### **14.0 INSPECTIONS AND TESTS**

- 14.1 The Supplier will submit to Purchaser the Quality Assurance Plan (QAP) regarding design, manufacture and testing of all the items required under the Agreement within 15 days of Notification of Award. Purchaser will then review the QAP and inform the Seller, the stages when the Purchaser / Inspector / Engineer would witness the tests and/or inspect the Goods under manufacturing, beyond which the progress of the specified activity / manufacturing will not proceed, without written approval. Such points during the progress of work under the Agreement shall be called as Customer Hold Points (CHP's)
- 14.2 The Seller will inform Purchaser fifteen (15) Days in advance for readiness of material for all such identified CHP's.
- 14.3 The Purchaser or its representative shall have the right to inspect and / or to test the Goods to confirm their conformity to the requirements of the Agreement at no extra cost to the Purchaser. SCC and / or the Technical Specifications shall specify what inspections and tests the Purchaser requires and to the extent feasible, where they are to be conducted. All costs for such inspections and tests except the cost of travel, boarding and lodging of the Purchaser's representative / Inspector shall be to the account of the Supplier. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any such representatives, (if outside of Purchaser's organisation) retained by it for these purposes.
- 14.4 The inspections and tests may be conducted on the premises of the manufacturer or Supplier or its sub-supplier(s), at point of delivery, and / or at the Goods' final destination. If conducted on the premises of the manufacturer or Supplier or its sub-supplier(s), all reasonable facilities and assistance, including access to drawings and production data, shall be provided by the Supplier to the inspectors at no charge to the Owner.
- 14.5 Should any inspected or tested Goods fail to conform to the Specifications, the Owner may reject the Goods, and the Supplier shall either replace the rejected Goods meeting the Specification requirements or make alterations necessary to meet Specification requirements free of cost to the Purchaser.
- 14.6 Nothing mentioned in this Inspection and Tests clause shall in any way release the Supplier from any warranty or other obligations under the Agreement.
- 14.7 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



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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 till the rejected materials are finally disposed-off.


#### **15.0 ADDITIONAL TEST**

- 15.1 The Purchaser can also request for additional tests which were not identified and specified in the QAP, but considers necessary to ensure the quality of the raw materials or of the manufacturer.
- 15.2 In any case, additional tests shall be designed so as to require a minimum of time. Provided further before starting these additional tests, the Supplier defines and justifies, to the Purchaser's satisfaction, the possible effects of the duration of these tests on the contractual time-limits / schedule(s).
- 15.3 The Supplier places at the disposal of the Purchaser, or of the chosen official or approved organization, the tools and/or items of general use, which belong to him as well as the staff necessary for the additional tests decided by the Purchaser.
- 15.4 Should these additional tests reveal unacceptable faults, taking into account the features asked for and the Specifications that entail the repair or rejection of the relevant item or components, the Supplier will be responsible of the ensuing delays, inasmuch as these tests have been made in the shortest possible time. He shall bear, in such case, any costs he has had to incur for the carrying out of the tests.
- 15.5 If, on the other hand, the additional tests do not reveal, in the opinion of the Purchaser, unacceptable faults as indicated above, the cost borne by the supplier for the carrying out of these tests will be invoiced to the Owner, after prior justification, and the Supplier may be entitled to reasonable extension of the time limit.

#### **16.0 PACKING**

- 16.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Agreement. The packing shall be sufficient to withstand, without limitation, rough handling during transit and tropical humid conditions as exposure to extreme temperatures, salinity and precipitation during transit, and open storage. Further the size and weights of the packing cases shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.



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- 16.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Agreement, including additional requirements, if any, specified in the SCC, and in any subsequent instructions of the Purchaser.

**17.0 DISPATCH INSTRUCTIONS**

At least fifteen (15) Days before the expected dispatch date, the Supplier shall obtain authorization from the Purchaser / Consultant to go ahead with the dispatching, after ensuring compliance to other requirements of the Agreement.

**18.0 DELIVERY AND DOCUMENTS**

- 18.1 Delivery of the Goods shall be made by the Supplier in accordance with the Delivery Schedule specified in the Agreement. The details of shipping and/or other documents are to be furnished by the Supplier.

- 18.2 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of Purchaser / Consultant. Any request concerning delay will be void unless accepted by Purchaser / Consultant through a modification to the Contract.

- 18.3 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by Purchaser / Consultant

- 18.4 In the event of delay in delivery, Price Reduction Schedule shall apply.


- 18.5 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.

- 18.6 The Seller should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

**19.0 TRANSPORTATION**

- 19.1 Where the Supplier is required under the Scope of the Contract to transport the Goods to a specified place of destination or to Site, the Supplier shall transport to such place of destination or site, as the case may be, including insurance and storage, if required. The Contract Price will include costs of all such transportation.

- 19.2 The Supplier shall select such carrier which could deliver the Goods in requisite time. In such case, Supplier shall be required to check (i) Age of the carrier; (ii) scheduled and actual maintenance; (iii) payment of relevant fees; (iv) pending claims, if any; (v) past accident records etc., so as to ensure safe and timely transportation of the Goods.

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19.3 In case delay occurs for reasons not attributable to Purchaser alone, the Supplier shall, if directed by Purchaser, adapt a specific way of delivery of Goods (air freight or likewise) at destination, the additional cost which will be borne by the Supplier. If such specific way of delivery is required by Purchaser to pre-pone the deliveries, nevertheless, Supplier will arrange the same and difference of justified transportation charges will also be borne by the Purchaser.

19.4 Supplier has to make necessary arrangement to deliver and load/unload the Goods to MNGL designated sites at his own arrangement after intimation of erection, installation, testing and commissioning by the MNGL Engineer-In-charge.

**20.0 VOID**

**21.0 VOID**

**22.0 PAYMENT TERMS**


22.1 The terms of payment shall be as follows:

- 100% Payment within 10 days from the date completion of individual assignment & submission of invoice, necessary certificates & documents, certified by Engineer-in-Charge (EIC), on pro rata basis.

22.2 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. 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.

22.3 General Notes:

- (a) All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised 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 Fax of Intent together with Performance Guarantee as applicable.
- (b) 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.
- (c) Payment shall be released within 30 days after receipt of relevant documents complete in all respects.

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- (d) 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.
- (e) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- (f) No interest charges for delay in payments, if any, shall be payable by Purchaser.
- (g) In case of Indian bidder, variation, if any, on account of customs duty on their built-in-import content, as per terms of tender 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 tender document, shall be passed on to the Purchaser along with invoicing itself.
- (h) 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.

### **23.0 PRICES AND PRICE BASIS**

Prices charged by the Supplier for Goods delivered and Services performed under the Agreement shall be on firm price basis and not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the tender document. 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 as per provisions of the tender document only.

### **24.0 VOID**


### **25.0 ASSIGNMENT**

The Supplier shall not assign, in whole or in part, any of its obligations to be performed under this Agreement to any third party, except with the Owner's prior written consent.

### **26.0 SUB-CONTRACTING**

26.1 The Supplier shall notify the Owner in writing of all subcontracts awarded under this Agreement if not already notified in the Supplier's bid and incorporated in the Agreement. Such notification and incorporation shall not relieve the Supplier from any liability or obligation under the Agreement. Such sub-contract shall be limited to certain bought-out items and sub-assemblies, which are not in line of Supplier's manufacturing or proposed manufacturing unit of authorized Supplier.

26.2 Such purchases and subcontracted items shall have to be necessarily in full compliance with the terms and conditions of the Agreement and do not relieve

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the Supplier of any of his contractual obligations. The Supplier shall be solely responsible for any action, deficiency or negligence of his sub-contractors.

26.3 For any subcontract, the Purchaser is entitled to demand from the Supplier, for approval of the list subcontractors the Supplier intends to involve and of the orders he may entrust to them. The Purchaser may further demand that proposals of competitors be produced for him to examine. Approval by the Owner cannot give rise to any legal bond between the Purchaser and the sub-contractors and leaves full responsibility only to the Supplier.

26.4 In the event where the warranty agreed between the Supplier and his sub-Suppliers exceeds in scope or in period those required under the Agreement, the Supplier undertakes to make the Purchaser the full and direct beneficiary of such warranty.

## **27.0 TIME SCHEDULE & PROGRESS REPORTING**

### **27.1 Time Schedule Network / Bar Chart**

- (a) 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.
- (b) 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.
- (c) The original issue and subsequent revisions of Seller's time schedule shall be sent to Purchaser.
- (d) The time schedule network / bar chart shall be updated at least every second month.


### **27.2 Progress Trend Chart / Monthly Report**

- (a) Seller shall report monthly to Purchaser, on the progress of the execution of Contract and achievement of targets set out in time bar chart.
- (b) The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.
- (c) The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with Contract confirmation.

27.3 Purchaser's / Consultant'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.

27.4 Irrespective of such inspection, Seller shall advise Consultant, with copy to Purchaser, at the earliest possible date of any anticipated delay in the progress.

27.5 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

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opinion of the Purchaser / Consultant 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 / Consultant 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 / Consultant, the Purchaser / Consultant 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 / Consultant shall not be responsible for any loss that the Seller may incur and Seller shall not be entitled to any gain. Purchaser / Consultant shall, in addition, have the right to encash Performance Guarantee in full or part.

## **28.0 DELAYS IN THE SUPPLIER'S PERFORMANCE**


28.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Delivery Schedule.

28.2 If at any time during performance of the Agreement, the Supplier or its subcontractor(s) encounters conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without levy of Price Reduction Schedule, in which case the extension shall be ratified by the parties by amendment of Agreement.

28.3 Except as provided under GCC Clause – "Force Majeure" or for the reasons solely attributable to the Purchaser, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of Price Reduction Schedule (PRS) unless an extension of time is agreed upon pursuant to above sub-clause (ii) without the application of PRS.

## **29.0 PRICE REDUCTION SCHEDULE (PRS)**

29.1 Time is the essence of the Contract. In case the Contractor fails to complete the Work within the Contractual Completion period, then, unless such failure is due to Force Majeure as defined herewith or due to Owner's defaults, the Contractor shall pay to the Owner, by way of compensation for delay and not as penalty, a sum @ ½% (half per cent) per complete week of delay of the value of the "supply portion for the quantity" OR "the work portion" that is delayed per complete week subject to maximum of 5% (Five Per Cent) of the total contract value.

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29.2 The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered on account of delay/breach on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay/breach. The decision of Owner in regard to the actual delay shall be final and binding on the Contractor. All sums payable by way of compensation shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.


29.3 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. 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.

### **30.0 TERMINATION FOR DEFAULT**

30.1 Except for the cases provided for in Clause "Force Majeure", if the Supplier fails to execute the work or any 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 owner at its option by written notice to the supplier


(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 Owner on that behalf, where upon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such Work as the Owner may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the Owner, 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 Owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost as worked out in terms of the contract.

(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 and any of his sureties are liable to the Owner for any excess cost over and above the cost as worked out in terms of the contract, occasioned by such works having been taken over and completed by Owner.

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- 30.2 Before determining the Contract, provided in the judgment of the Owner, the default or defaults committed by the Contractor is/are curable and can be cured by the Contractor if an opportunity is given to him, then the Owner may issue notice in writing calling the Contractor to cure the default within such time specified in the notice.
- 30.3 The Owner shall also have the right to proceed or take action as per 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 Owner to give any prior notice to the Contractor.
- 30.4 Termination of the Contract as provided for above shall not prejudice or affect the rights of the Owner which may have accrued up to the date of such termination.
- 31.0 OWNER MAY DETERMINE / TERMINATE CONTRACT**
- 31.1 Owner shall, at any time, be entitled to determine and terminate the Contract, in whole or in part for any cause whatsoever. A notice in writing from the Owner to the Contractor shall be issued giving 30 (Thirty) days' time for such determination including the reason thereof.
- 31.2 The Contractor upon receipt of such notice shall discontinue the Work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to works terminated and upon terms satisfactory to Owner, stop all further sub-contracting or purchasing activity related to the works terminated and assist the Owner in maintenance, protection and disposition of the works acquired under the Contract by the Owner.
- 32.0 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.
- 33.0 TERMINATION FOR OWNER'S CONVENIENCE**
- 33.1 The Owner, by written notice sent to the Contractor, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Contractor under the Agreement is terminated, and the date upon which such termination becomes effective.



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33.2 The Goods that are complete and ready for shipment / dispatch as on the date of Contractor's receipt of notice of termination shall be accepted by the Owner on the terms and prices mutually agreed at that time.

33.3 For the remaining Goods, the Owner may elect:

- (a) To have any portion completed and delivered at the Agreement terms and prices and / or
- (b) To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Contractor; and/or
- (c) To pay any reasonable and demonstrable otherwise non-recoverable expenses incurred by the Contractor.

33.4 MNGL reserves the right to award the contract for a shorter duration than the specified or foreclose it with adequate advance notice not less than 30 days due to change in its business requirement.


#### **34.0 FORCE MAJEURE**

34.1 For purposes of this clause, 'Force Majeure' means an event beyond the control of the Supplier or Purchaser and not involving the Supplier's fault or negligence and not foreseeable, all having impact on the performance of the respective obligations as detailed hereinafter. Such events may include, but are not restricted to:

- a) War, whether declared or not, civil war, unrest and revolution, piracy, terrorism, sabotage;
- b) Natural disasters such as tornadoes, earthquakes, tidal waves, floods, destruction by lightning, etc.
- c) Explosions, fires, destruction of machinery, plant and installations of any nature
- d) Arbitrary action, if any of the Government of India or a relevant State;
- e) Refusal by government authority of Government of India to grant the necessary permits needed to carry out the Agreement, provided such refusal is not the result of the doing of the parties.
- f) Boycotts, strikes and lock-outs of any nature, disruptive, occupation of plant and premises, work stoppages occurring at the premises of the party requesting to be relieved of its liability, so long such cause is not effected by such party's controlled administration or employees.

34.2 Should any one or more of the events referred to in this clause occur, affecting the performance of the obligations of either of the parties, under the Agreement, such party shall notify to the other party the existence of a cause for force majeure as soon as it has knowledge of such event but not later than fifteen (15) Days from such date the event has arisen. The notification shall contain the details regarding the nature, starting date, presumed end date, as well as the




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estimated effects of the case of force majeure or other cause of force majeure on the obligations of the party which has incurred the event.

- 34.3 As soon as the cause for exoneration has ended, the party, the performance of which has been affected shall notify, in writing, to the other party the precise date of the end of the cause of force majeure and the extent, with justification, to which it has actually been affected in the performance of its obligations. It adds to this statement the necessary certificates issued by an authorised entity.
- 34.4 Any case of force majeure suspends the carrying out of the obligations affected. However, the party which claims force majeure shall show every diligence towards reducing as much as feasible the effects thereof. It is exonerated only for the minimum period, which may (in no event exceed the period of existence of the force majeure itself) have actually occurred as a result of the force majeure.
- 34.5 The parties may request that the Agreement be deemed cancelled if it's carrying out has become totally impossible.

### **35.0 SETTLEMENT OF DISPUTES**

- 35.1 The rules of procedure for arbitration proceedings shall be as per Indian Arbitration and Conciliation Act 1996 or as amended.
- 35.2 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or otherwise arising out of this Agreement, the parties hereto shall promptly and in good faith negotiate with a view to bring out and amicable resolution and settlement.
- 35.3 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Owner or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 35.4 Maharashtra Natural Gas Limited will nominate three independent persons who can be the Sole Arbitrator and intimate the same to Vendor. The Vendor needs to choose one person from the said nominees as Sole Arbitrator. If Vendor fails to choose the arbitrator within thirty (30) days from receipt of a nomination by Maharashtra Natural Gas Limited, Maharashtra Natural Gas Limited will have right to choose the Sole Arbitrator.
- 35.5 The Arbitration proceedings shall be held in Pune and shall be conducted in English Language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.

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35.6 It is hereby clarified that the Courts at Pune alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Agreement.

35.7 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree. The WORK under the CONTRACT shall continue during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings.

### **36.0 LIMITATION OF LIABILITY**

36.1 Except in cases of wilful negligence or wilful misconduct, and in the case of infringement, the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits provided that this exclusion shall not apply to any obligation of the Supplier to pay Price Reduction to the Purchaser and the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### **37.0 PUBLICITY AND ADVERTISEMENT**

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

### **38.0 GOVERNING LANGUAGE**


The agreement shall be written in English language unless specified otherwise in the SCC. All correspondence and other documents pertaining to the agreement which are exchanged by the parties shall be written in the same language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. In case, any document/brochure etc. Is written in any other language then its English translation shall govern.

### **39.0 APPLICABLE LAW**

The Contract shall be governed and interpreted in accordance with laws of India and Courts at Pune shall have exclusive jurisdiction.

### **40.0 NOTICES**

40.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing by registered mail and confirmed in writing to the other party's address specified in the Agreement.

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

**41.0 TAXES, DUTIES AND LEVIES**

41.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties now in force and hereafter increased, imposed or modified from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor. The Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship The Contractor further agrees to comply and to secure the compliance of all Sub-Contractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Sub-Contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.


41.2 Owner shall directly pay the Customs Duty and Tax to concerned Authorities in case of foreign bidders.

41.3 Owner shall make from contractor's bills such tax deductions as are required as per rules and regulations in force from time to time.

41.4 Bidder shall be entirely responsible for scope of work, all taxes, GST, license fees, any other duty on services or any other tax payable and/ or other levies etc. imposed by Central, state, municipal and local law and regulatory agency or authority. The rate in SOR is inclusive of all the above referred taxes/duties.

41.5 Any statutory variation in GST within the contractual period for the SOR items shall be to MNGL's account. However, in case the contractual completion period gets extended for reasons solely attributable to contractor, the statutory variation shall be limited to contractual completion period only.

41.6 Any new taxes & duties, if imposed by the State / Central Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be paid / reimbursed to the contractor on submission of copy of notification(s) issued from State / Central Govt. Authorities along with submission of documentary evidence

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for proof of payment of such taxes / duties to State / Central Govt. Authorities and after ascertaining it's applicability with respect to the contract.

- 41.7 Returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Service Provider with requisite details to enable the Owner to avail tax credits including input tax credit. Payments to Service Provider claiming GST amount will be made provided the above formalities are fulfilled. Further, MNGL may seek copies of challan and certificate from Chartered Accountant of Supplier / Service Provider for deposit of GST collected from Owner. Any loss or nonavailability of input tax credit by the Owner due to non-compliance of applicable tax laws (including but not limited to GST laws in force or otherwise) or for any reason which is not attributable to MNGL, then MNGL shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and an amount equivalent to any tax liability accruing to the Owner and/or to the extent of any loss accrued to the Owner together with all penalties, costs, liabilities, dues, fees and interest if any, shall be deducted from the payment due to the Vendor or shall be reimbursed by the Vendor, as the case may be, till such default is either rectified or made good by the Vendor and the Owner is satisfied that it is in a position to claim valid input tax credit within the time-lines as per applicable laws.
- 41.8 Supplier of Goods / Service Provider providing taxable service shall issue an Invoice / Bill, as the case may be as per rules / regulation of GST. GST, if applicable, shall be paid after verifying GST Registration number. Each item's cost and GST as applicable shall be provided in all the invoices along with GST registration no. & HSN/SAC codes for the services provided.
- 41.9 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision. In case GST is not applicable to the vendor at the time of Contract / Order placement, as per turnover criteria, GST due to change in turnover is not payable. If applicable in future, the same shall be borne by vendor.

In case of delay in completion period beyond the contractual date, for reasons attributable to contractor, any increase in these rates or any new taxes and duties introduced during the period beyond the contractual completion date shall be borne by the contractor, whereas any decrease shall be passed on to MNGL.


The base date for the purpose of applying statutory variation shall be the Bid Due Date.

- 41.10 Claim for payment of GST / Statutory variation, should be raised within two (02) months from the date of issue of 'Government Notification' for payment of

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differential GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

- 41.11 Beyond the contract period, in case MNGL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate GST shall be passed on to the Owner.
- 41.12 Beyond the contract period, in case MNGL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to MNGL's account.
- 41.13 MNGL will prefer to deal with registered supplier of goods / services under GST. All Vendors shall have GST registration in the concerned State from where he intends to supply the goods. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.
- 41.14 In case CBEC (Central Board of Excise and Customs) / any equivalent Central Government agency / State Government agency brings to the notice of MNGL that the Supplier of Goods / Service Provider has not remitted the amount towards GST collected from MNGL to the government exchequer, then MNGL shall have the right to put that Supplier of Goods / Service Provider under Holiday List.
- 41.15 Bidders are required to strictly consider the following key points while preparing the bid document as the following shall be applicable in all awarded Contracts and Purchase Orders:
- (a) If prior to the placement of award, vendor realizes that the actual applicable rates of taxes are higher than the GST rates quoted in the bid against any particular HSN Code, then the vendor shall do reverse calculation and reduce the "basic unit price" of the product / service accordingly to match the "total price inclusive of taxes" of that product / service.
- Whereas, in case the vendor realizes that the actual applicable rates of taxes are lower than the GST rates quoted in the bid against any particular HSN Code, then the vendor shall reduce the "GST rate" of the product / service accordingly without changing the "basic unit price" of that product / service and the invoices shall be raised as per the actual applicable GST.
- (b) The tax rates shall only be changed under statutory variation if there is a change in the GST rates after the due date of bid submission as per government notification in the applicable HSN code which is quoted in the

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bid only and not in any other HSN Code. The differential tax amount will be paid / recovered depending upon whether the revised rate notified by government has increased /decreased as compared to the existing rates.

#### **42.0 TIME FOR PERFORMANCE**

- 42.1 The effective date of Contract shall be the date of Notification of Award (Fax of Intent) or as mentioned therein. The completion period specified in the Bid Document shall be reckoned from such date of effectiveness.
- 42.2 Contractor shall furnish bar charts specifying intermediate milestones to achieve the final completion period as per contract. The bar chart agreed shall be for reference purpose only & shall in no way release the contractor's responsibility to complete the work within the completion period.


#### **43.0 TRANSFER OF TITLE**

- 43.1 The title of Ownership in respect of equipment, materials etc. supplied by Contractor for incorporation in permanent works for execution of contract shall pass on to Owner on the date of issue of completion certificate.
- 43.2 However, Owner shall have the lien on all such equipment, materials, etc. at any time during the performance of the contract after the date on which Owner releases any advance payment towards the said equipment, materials, etc. and contractor shall thereafter be bound to use the same only for the purpose intended under the contract.
- 43.3 Ownership of goods supplied by domestic / foreign seller will transfer to purchaser on receipt of Goods at MNGL stores.

#### **44.0 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE ENTITLED TERMINATION FOR DEFAULT**

- 44.1 In any case in which any of the powers conferred upon the Owner by the clause entitled "Termination for Default" hereof shall have become exercisable and the same had not been exercised, the nonexercised thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Performance guarantee and the liability of the Contractor for past and future Compensation shall remain unaffected.
- 44.2 In the event of the Owner putting in force the power vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the Work or any part thereof paying or allowing for the same in



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account at the Contract prices or in case of these not being applicable at current market prices to be certified by the Engineer-In-Charge may give notice in writing to the Contractor or his authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any such requisition, the Engineer-In-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects without any further notice as to the date , time or place of the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

**45.0 CHANGE IN CONSTITUTION**

The prior approval, in writing, of the Owner shall be obtained before any change is made in the constitution of the contractor. If prior approval is not obtained, the Contract shall be deemed to have been allotted in contravention of Clause entitled "sub-letting of works" hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.


**46.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE**

No Director, or Official or employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

**47.0 CONTRACTOR TO INDEMNIFY THE OWNER**

47.1 The Contractor shall indemnify the Owner and every member, officer and employee of the Owner, also the Engineer-In-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of all actions, proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract. The Owner shall not be liable for or in respect of consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his Sub-Contractor and Contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereof.

47.2 Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same may have been made without the consent or authority or in law or otherwise to the contrary.

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#### **48.0 SAFETY REGULATIONS**

In respect of all labour, directly or indirectly employed in the Work the Contractor shall at his own expense arrange for all the safety provisions and abide by all labour laws, safety codes, and all fire and statutory regulation and keep owner indemnified in respect thereof.

#### **49.0 OWNER MAY DO PART OF WORK**

Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this Contract the Owner has the alternative right, instead of assuming charge of entire Work, to place additional labour force, tools, equipment's and materials on such parts of the Work, as the Owner may designate or also engage another Contractor to carry out the Work. In such cases, the Owner shall deduct from the amount which otherwise might become due to the Contractor, the cost of such Work and materials with fifteen percent (15%) added to cover all Owners charges and should the total amount thereof exceed the amount due to the Contractor, the Contractor shall pay the difference to the Owner.

#### **50.0 POSSESSION PRIOR TO COMPLETION**

The Engineer-In-Charge shall have the right to take possession of or use any completed or partially completed Work or part of the Work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the Contract agreement. If such prior possession or sue by the Engineer-In-Charge delays the progress of Work, equitable adjustment in the time of completion will be made and the Contract agreement shall be deemed to be modified accordingly.

#### **51.0 DEFECTS IN WORK**


##### **51.1 DEFECTS PRIOR TO TAKING OVER**

If at any time, before the Work is taken over, the Engineer-In-Charge shall:

- (a) Decide that any work done or materials used by the Contractor or by any Sub-Contractor is defective or not in accordance with the Contract, or that the works or any portion thereof are defective, or do not fulfil the requirements of Contract (all such matters being hereinafter, called "Defects" in this clause), and
- (b) As soon as notice is given to the Contractor in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the Contractor shall at his own expenses and with all speed make good the defects so specified.

In case Contractor shall fail to do so, the Owner may take, at the cost of the Contractor, such steps as may in all circumstances, be reasonable to make good



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such defects. The expenditure so incurred by the Owner will be recovered from the amount due to the Contractor. The decision of the Engineer-in-Charge with regard to the amount to be recovered from the Contractor will be final and binding, on the Contractor. As soon as the WORK have been completed in accordance with the Contract (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof and have passed the tests on completion, the Engineer-In-Charge shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the Work have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the Work on the date so certified. If the Work has been divided into various groups in the Contract, the Owner shall be entitled to take over any group or groups before the other or others and there upon the Engineer-In-Charge shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group/section/part so taken over is related to the integrated system of the work, no withstanding date of grant of Completion Certificate for group/section/part, the period of liability in respect of such group/section/part shall extend 12 (twelve) months from the date of completion of Work.


#### 51.2 DEFECTS AFTER TAKING OVER:

In order that the Contractor could obtain a Completion Certificate he shall make good, with all possible speed, any defect arising from the defective materials supplied by the Contractor or workmanship or any act or omission of the Contractor that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such Work will be normally one month. If any defect be not remedied within a reasonable time, the Owner may proceed to do the Work at Contractor's risk and expense and deduct from the final bill such amount as may be decided by the Owner.

If by reason of any default on the part of the Contractor a Completion Certificate has not been issued in respect of any portion of the Work within one month after the date fixed by the Contract for the completion of the Work, the Owner shall be at liberty to use the Work or any portion thereof in respect of which a completion certificate has not been issued, provided that the Work or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

#### 52.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

52.1 If during the progress of the Work, Owner shall decide and inform in writing to the Contractor, that the Contractor has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter,

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re-construct or remove such work and furnish fresh equipment upto the standards of the specifications. In case the Contractor fails to do so, Owner may on giving the Contractor 7 (seven) days' notice in writing of his intentions to do so, proceed to remove the portion of the Work so complained of and at the cost of Contractor perform all such works or furnish all such equipment's provided that nothing in the clause shall be deemed to deprive the Owner of or affect any rights under the Contract, the Owner may otherwise have in respect of such defects and deficiencies.


- 52.2 The Contractor's full and extreme liability under this clause shall be satisfied by the payments to the Owner of the extra cost, of such replacements procured including erection/installation as provided for in the Contract; such extra cost being the ascertained difference between the price paid by the Owner for such replacements and the Contract Price portion for such defective plants and repayments of any sum paid by the Owner to the Contractor in respect of such defective plant. Should the Owner not so replace the defective plant the Contractor's extreme liability under this clause shall be limited to the repayment of all such sums paid by the Owner under the Contract for such defective plant.

**53.0 DEFENCE OF SUITS:**

If any action in court is brought against the Owner or an officer or agent of the Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractor's, or in connection with any claim based on lawful demands of Sub-Contractor's workmen, suppliers or employees, the Contractor, shall in such cases indemnify and keep the Owner and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

**54.0 PACKING, FORWARDING AND SHIPMENT**

- 54.1 The Contractor, wherever applicable, shall, after proper painting, pack and crate all items in such a manner as to protect them from deterioration and damage during rail and road transportation to the Site and storage at the Site till the time of erection. The Contractor shall be held responsible for all damages due to improper packing.
- 54.2 The Contractor shall notify Owner of the date of each shipment from his works and expected date of arrival at the Site for the information of Owner.
- 54.3 The Contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information Owner may require.

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54.4 Fragile articles shall be packed with special precaution and shall bear the marking like 'Fragile Handle with Care and/or 'this side up' etc. Items shipped in bundle must be securely tied with steel wire or straps at suitable intervals.

54.5 All delicate surfaces on equipment/materials shall be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.

54.6 Attachments and parts of equipment and small pieces shall be packed in wooden cases with adequate protection inside the case and wherever possible should be sent along with the major equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.

54.7 All protrusions shall be suitably protected and openings shall be blocked by wooden covers.

54.8 Wherever required, equipment/material shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags for protecting them.

#### **55.0 DEDUCTIONS FROM THE CONTRACT PRICE**

All costs, damages or expenses which Owner may have paid or incurred for which under the provisions of the Contract, the Contractor is liable/will be liable, will be deducted from contractors bills or from any moneys due or becoming due to the Contractor.

#### **56.0 COMPLETION CERTIFICATE**


Application for Completion Certificate:

56.1 When the Contractor fulfils his obligation under the contract he shall be eligible to apply for Completion Certificate in respect of the Work by submitting the completion documents along with such application for Completion Certificate.

56.2 The Engineer-In-Charge shall normally issue to the Contractor the Completion Certificate within one month after receiving an application thereof from the Contractor after verifying from the completion documents and satisfying himself that the Work has been completed in accordance with and as set out in the construction and erection drawings and the Contract Documents.

56.3 The Contractor, after obtaining the Completion Certificate, is eligible to present the final bill for the Work executed by him under the terms of Contract.

56.4 Issue of Completion Certificate:

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56.5 Within one month of the completion of the Work in all respects, the Contractor shall be furnished with a certificate by the Engineer-In-Charge of such completion, but neither Completion Certificate shall be given nor shall the Work be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the Site completely. The Work will not be considered as complete and taken over by the Engineer-In-Charge, until all the Temporary Work, labour and staff colonies etc. Constructed are removed and worksite cleared to the satisfaction of the Engineer-In-Charge.

56.6 If the Contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the Work, the Engineer-In-Charge may at the expense of the Contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

#### **57.0 FINAL DECISION AND FINAL CERTIFICATE**

Upon the expiration of the Defect Liability Period and subject to the Engineer-In-Charge being satisfied that the WORK has been duly completed by the Contractor and performed all his obligations under the Contract, the Engineer-In-Charge shall (without prejudice to the rights of Owner to retain the provisions of relevant clause thereof) otherwise give a certificate herein referred to as the Final Certificate to that effect and the Contractor shall be not considered to have fulfilled the whole of his obligations under the Contract until Final Acceptance Certificate shall have been given by the Engineer-In-Charge notwithstanding any previous entry upon the Work and taking possession, working or using of the same or any part thereof by the Owner.

#### **58.0 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION**


Except the Final Certificate no other certificates or payment against a certificate or on general account shall be taken to be an admission by Owner of the due performance of the Contract or any part thereof or of occupancy or validity of any claim by the Contractor.

#### **59.0 REPEAT ORDER**

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

#### **60.0 INSURANCE**

Contractor shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the Owner as follows:

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Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Owner against all risks as detailed herein. The form and the limit of such insurance, as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under Contract.

Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection, testing and commissioning till such time the work is taken over by Owner, shall be to the account of Contractor. Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the work damaged or lost. Contractor shall provide the Owner with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner at least 60 (Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

Statutory clearance, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during Testing & Commissioning, shall be made available by the Owner. Contractor shall, however be responsible for obtaining requisite licenses, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipment, plants and materials to be imported from time to time.

All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Owner may from time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Value of Contract to the extent of reduced premium amounts.


Contractor as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

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#### **61.0 COMPLIANCE OF LAWS**

- 61.1 The contractor deploying contract labour shall obtain license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during contract period.
- 61.2 The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various Labour Laws / legislations including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.
- 61.3 The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Contract Labour ("Regulation & Abolition") Act 1970, Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923 and other relevant Acts, Rules & Regulations in force from time to time.
- 61.4 The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and of personnel deployed by the contractor for rendering services to Owner and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the Owner's contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of Owner.
- 61.5 The Contractor shall not engage / deploy any person of less than 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit.
- 61.6 The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by Owner for its operation. Contractor shall follow best Engineering practice and relevant international safety standards. It shall be duty / responsibility of the Contractor to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the Contractor's personnel will lead to the termination of the Contract in all respects and shall face penal / legal consequences.
- 61.7 Personnel protective items like safety helmets, safety shoes, hand gloves, eye protection, cotton working overalls / dresses (not synthetic materials) and other



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required materials for the safety of the contractor's personnel shall be arranged by the contractor himself. However firefighting equipment shall be arranged by Owner.

- 61.8 The Contractor shall arrange for life insurance for all his personnel deployed on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of Workers Compensation Act, 1923 or any other law in force, Owner has to pay compensation for a workman employed by the Contractor due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the Contractor and/or security deposit with Owner. General third party insurance for CNG Station shall be arranged by Owner.

## **62.0 THE ENGINEER-IN-CHARGE**


- 62.1 Issue the contractor from time to time during the running of the Contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the Contract and the Contractor shall carry out and bound by the same.
- 62.2 During the currency of this Contract, Owner can increase and / or decrease the number of the services required & quantity of work /services shown in from the Schedule of Rates.
- 62.3 Order the Contractor to remove or replace any workmen whom the Owner considers incompetent or unsuitable and opinion of the Owner representative as to the competence of any workman engaged by the contractor shall be final and binding on the Contractor. Key personnel can be deployed at site only after getting approval from the Owner.

## **63.0 INDEMNITY**

Contractor shall exclusively be liable for non-compliance of the provisions of any act, laws rules and regulations having bearing over engagement of workers directly or indirectly for execution of Contract and the Contractor hereby undertake to indemnify the Owner against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923, Personnel Injury (Compensation Insurance) Act, ESI Act, Fatal accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance schemes or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract.


## **64.0 LABOUR LAWS**

- 64.1 No labour below the age of 18 (eighteen) years shall be employed on the Work.

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- 64.2 The Contractor shall not pay less than what is provided under law to labourers engaged by him on the Work.
- 64.3 The Contractor shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- 64.4 The Contractor shall pay equal wages for men and women in accordance with applicable labour laws.
- 64.5 If the Contractor is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Work under the Contract. Such fee/deposit shall be borne by the Contractor.
- 64.6 The Contractor shall employ labour in sufficient numbers either directly or through Sub- Contractor's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-In-Charge.
- 64.7 The Contractor shall furnish to the Engineer-In- Charge the distribution return of the number and description, by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-In-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- 64.8 The contractor shall comply with the provisions of the Payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948, Employers Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 and any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- 64.9 The engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their



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wages which are not justified by the terms of the Contract or non-observance of the said regulations.


- 64.10 The contractor shall indemnify the employer against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his Sub-Contractor's. In the event of the contractor committing a default or breach of any of the provisions of the aforesaid acts as amended from time to time, of furnishing any information or submitting or filling and form/ register/ slip under the provisions of these acts which is materially incorrect then on the report of the inspecting officers, the contractor shall without prejudice to any other liability pay to the employer a sum not exceeding rs.50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the engineer-in- charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the work put to tender. The engineer-in-charge shall deduct such amount from bills or contract performance security of the contractor and credit the same to the welfare fund constitute under these acts. The decision of the engineer-in-charge in this respect shall be final and binding

**Implementation of Apprentices Act, 1961:**

- 64.11 The contractor shall comply with the provisions of the apprentice's act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the engineer-in-charge may, at his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the act.

**Contractor to indemnify the employer:**

- 64.12 The contractor shall indemnify the employer and every member, office and employee of the employer, also the engineer-in-charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in clause and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the employer for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract document. The employer shall not be liable for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract document. The employer shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the contractor or his sub-contractor the contractor shall indemnify and keep indemnified the employer


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against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

- 64.13 Payment of claims and damages: should the employer have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the employer shall be charged to and paid by the contractor and the contractor shall not be at liberty to dispute or question the right of the employer to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.
- 64.14 In every case in which by virtue of the provisions of section 12, sub-section (i) of workmen's compensation act, 1923 or other applicable provision of workmen compensation act or any other act, the employer is obliged to pay compensation to a workman employed by the contractor in execution of the work, the employer will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of employer under section 12, sub- section (2) of the said act, employer shall be at liberty to recover such amount or any part thereof by deducting it from the contract performance security or from any sum due to the contractor whether under this contract or otherwise. The employer shall not be bound to contest any claim made under section 12, sub-section (i) of the said act, except on the written request of the contractor and upon his giving to the employer full security for all costs for which the employer might become liable in consequence of contesting such claim.


**Health and sanitary arrangements for workers:**

- 64.15 In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the employer from time to time for the protection of health and sanitary arrangements for all workers.
- 64.16 The contractor shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The contractor shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

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## SECTION – IV

### SCOPE OF WORK

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### **SCOPE OF WORK**

The bidder has to provide the following items:

- Refilling of High purity Helium Gas of 99.995% purity in 47 Ltr.
- Cylinder, pressure 140 kg/cm<sup>2</sup>, approx. volume – 7 M<sup>3</sup>
- Supply of ISO/IEC 17025:2005 UKAS Accredited Natural Gas Calibration Laboratory No 0590.


Calibration Gas Mixture as Follows in mol%:

Calibration Mixture given below is tentative and MNGL will communicate the required calibration mixture for every cylinder before supply keeping the actual gas composition into consideration.

Nitrogen: 0.4040  
Carbon Dioxide: 0.0500  
Methane: 92.2641  
Ethane: 6.1460  
Propane: 0.8560  
ISO- Butane: 0.0990  
N- Butane: 0.1516  
ISO- Pentane: 0.0077  
N- Pentane: 0.0050  
N- Hexane: 0.0016  
H<sub>2</sub>S: 0.0150

Cylinder Capacity: 10 Ltr., Pressure: 100Kg/cm<sup>2</sup>  
Stability: 36 Months

2. The scope of work includes transportation of Helium Gas Cylinder and Calibration gas mixture cylinder from MS Chikhli location to the bidder's Laboratory refilling the cylinders and transporting it back to MS Chikhli.
3. Hydro-testing of cylinders will be in the scope of vendor. (If due)
4. If any repairs are required, it will be in the scope of vendor and without additional cost to MNGL
5. The bidder has to provide stability and reliability/calibration certificates for the Gas present in the cylinders.
6. The bidder has to make necessary arrangements on receipt of call or mail from MNGL for gas refilling.


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7. In case of leakages arising due to improper bottling or rough transportation of Cylinders the bidder has to replace the same without any cost implication to MNGL.

8. The bidder has to collect, transport, refill and resend the cylinders within 1 month from the date of written intimation from the MNGL representative. Failure to do so will attract penal action of 0.5% on total P.O. value with each week of delay, with a maximum of 5 % of the total P.O. value.


9. To and Fro transportation of cylinders from MS Chikhli location will be under the scope of bidder and is non-negotiable. The bidder has to make necessary arrangement for collection and delivery of the cylinders, with reliable transportation partners to avoid hassles.

The Scope of work will be binding and no laxation with the same will be tolerated.

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## **SECTION – V**

### **FORMS & FORMATS**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b></p> <p><b>Bid No.: MNGL/CP/2022-23/40</b></p>
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 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b>  <b>Bid No.: MNGL/CP/2022-23/40</b>
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**FORM F-1**  
**BIDDER'S GENERAL INFORMATION**  
**(Information must be provided on bidder's letterhead)**

To,  
M/s MAHARASHTRA NATURAL GAS LIMITED  
2<sup>nd</sup> Floor, Pride Purple Coronet,  
Baner Road, Baner,  
Pune – 411045

- 1-1 Bidder Name: \_\_\_\_\_
- 1-2 Number of Years in Operation: \_\_\_\_\_
- 1-3 Address of Registered Office: \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ District \_\_\_\_\_  
State \_\_\_\_\_ PIN \_\_\_\_\_
- 1-4 Operation Address  
(If different from above): \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ District \_\_\_\_\_  
State \_\_\_\_\_ PIN \_\_\_\_\_
- 1-5 Telephone Number: \_\_\_\_\_  
(Area Code) (Telephone Number)
- 1-6 Mobile Number, if any \_\_\_\_\_
- 1-7 E-mail address: \_\_\_\_\_
- 1-8 Website: \_\_\_\_\_
- 1-9 Fax Number: \_\_\_\_\_  
(Area Code) (Telephone Number)
- 1-10 ISO Certification, if any {If yes, please furnish details} \_\_\_\_\_  
\_\_\_\_\_




 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b></p> <p><b>Bid No.: MNGL/CP/2022-23/40</b></p>
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- 1-11 Whether Supplier / Manufacturer  
/ Dealer / Trader / Service Provider \_\_\_\_\_
- 1-12 Types of material / service provided \_\_\_\_\_
- 1-13 Bank's Name : \_\_\_\_\_
- 1-14 Bank's Branch : \_\_\_\_\_
- 1-15 Branch Code : \_\_\_\_\_
- 1-16 Bank account number : \_\_\_\_\_
- 1-17 Account type: \_\_\_\_\_
- 1-18 IFSC Code: \_\_\_\_\_
- 1-19 MICR Code: \_\_\_\_\_
- 1-20 Type of Firm: Proprietary/ Partnership/ PVT/Public Ltd.: \_\_\_\_\_
- 1-21 If others, please specify \_\_\_\_\_
- 1-22 **Details of Directors/ Proprietors/ Partners** \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**(Kindly attach separate sheets giving details for name of directors / proprietors and their stakes) along with the supporting documents.**

- 1-23 PAN No.: \_\_\_\_\_
- 1-24 EPF No.: \_\_\_\_\_
- 1-25 MSME category, if applicable (i) Type of Enterprises: \_\_\_\_\_
- (ii) Social Category of Enterprises: \_\_\_\_\_
- (iii) Gender (Male/Female/Transgender/NA: \_\_\_\_\_
- 1-26 GST Registration no. \_\_\_\_\_

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b>  <b>Bid No.: MNGL/CP/2022-23/40</b>
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(If registered) \_\_\_\_\_


1-27 If unregistered (Reason)

- a) Turnover threshold
- b) Providing exemption goods/services
- c) Others (specify)

(SIGNATURE OF BIDDER WITH SEAL)

Note:

- 1 The above required information is required on the bidder's letterhead.
- 2 Bidders have to submit supporting documents for the above details including the following:
  - a. PAN card copy
  - b. GST certificate copy (of the same state as the office address mentioned above)
  - c. **Cancelled cheque of the bank account mentioned above**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b></p> <p><b>Bid No.: MNGL/CP/2022-23/40</b></p>
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**FORM F-2  
BID BOND PROFORMA / PROFORMA FOR EMD IN THE FORM OF BG**

Bank Guarantee No.:

Date:

To  
M/s MAHARASHTRA NATURAL GAS LIMITED  
2<sup>nd</sup> Floor, Pride Purple Coronet,  
Baner Road, Baner,  
Pune – 411045

TENDER NO. \_\_\_\_\_ FOR CARRYING OUT \_\_\_\_\_  
WHEREAS..... (HEREINAFTER CALLED 'THE Bidder') has  
submitted his Bid dated..... for carrying out of .....  
(Herein after called 'The Bid') KNOW ALL MEN by these presents that WE  
..... (hereinafter called 'The Bank') are bound unto  
MAHARASHTRA NATURAL GAS LIMITED, 2<sup>nd</sup> Floor, Pride Purple Coronet, Baner  
Road, Baner, Pune – 411045 (herein after called 'MNGL') in the sum of  
..... for which payment well and truly made to MNGL, the BANK  
binds itself its successor and assigns by these presents. Sealed with the Common Seal  
of the said BANK this ..... day of .....2022

THE CONDITIONS of this obligation are:


1. If the Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of his bid by MNGL during the period of bid validity
  - a) Fails or refuses to execute the Contract Form, if required: or
  - b) Fails or refuses to furnish the PERFORMANCE SECURITY in accordance with the Instructions to the Bidder.

We undertake to pay MNGL up to the above amount upon receipt of its first written demand, without MNGL having to substantiate its demand, provided that in its demand MNGL will note the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including 60 days after the period of bid validity and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the Witness)  
Name & address of Witness:  
Date:

(Signature of the BANK)

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b></p> <p><b>Bid No.: MNGL/CP/2022-23/40</b></p>
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**BID BOND PROFORMA / PROFORMA FOR EMD IN THE FORM OF "LETTER OF  
CREDIT"**

To,  
M/s MAHARASHTRA NATURAL GAS LIMITED  
2<sup>nd</sup> Floor, Pride Purple Coronet,  
Baner Road, Baner,  
Pune – 411045

**Sub:** Tender for Rate Contract for period of two years for refilling of Helium Gas & Calibration Gas mixture cylinders for Gas Chromatography installed at MS Chikhli of Pune GA


Tender no: MNGL/CP/2022-23/40

**Irrevocable and confirmed Letter of Credit No. .... Amount: Rs. \_\_\_\_**

**Validity of this Irrevocable:** ..... (in India)  
Letter of Credit (2 months beyond validity of Offer)

**Dear Sir,**

1. You are here by authorized to draw on ..... (Name of Applicant with full address) for a sum not exceeding ..... available by your demand letter (draft) on them at sight drawn for Rs..... accompanied by a certificate by MNGL, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
  - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
  - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to MNGL during the period of bid validity or any extension thereof duly agreed by the Bidder.
  - (iii) The Bidder, having been notified of the acceptance of its Bids,
    - (a) Fails or refuses to execute the Supply Order/Contract
    - (b) Fails or refuses to furnish the Contract Performance Guarantee within 30 days before expiry of Bid Security.
    - (c) Fails to accept arithmetic corrections as per tender conditions.
2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No ..... for..... (Item)


 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b></p> <p><b>Bid No.: MNGL/CP/2022-23/40</b></p>
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3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce Brochure No. 500.
5. Please obtain reimbursement as under: .....
6. All foreign as well as Indian bank charges will be on the account of M/s. ....  
(Applicant)

FOR .....

**Authorized Signature**  
(Original Bank)

**Counter Signature**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b>  <b>Bid No.: MNGL/CP/2022-23/40</b>
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**FORM F – 3 A  
ANNUAL TURNOVER**


**Bidder must fill in this form**

Annual Turnover data for the last 3 years:

Year	Last three financial year	Amount (in INR)
Year 1:		
Year 2:		
Year 3:		

1. The information supplied should be the Annual Turnover of the bidder
2. A brief note should be appended describing thereby details of turnover as per audited results.

**SEAL AND SIGNATURE OF THE BIDDER**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b>  <b>Bid No.: MNGL/CP/2022-23/40</b>
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**FORM F – 3 B  
FINANCIAL STATUS**

**Bidder must fill this form**


**FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR**

Description	Amount (in INR)
1. Current assets	
2. Current Liabilities (including secured and un-secured short-term loans & working capital loans)	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus) (NW)	

- Attached are copies of the audited balance sheets, including all related notes and income statement and Auditor's report, for the last Audited Financial year, as indicated above, complying with the following conditions.
  - All such documents reflect the financial situation of the bidder
  - Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

**SEAL AND SIGNATURE OF BIDDER**



 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b>  <b>Bid No.: MNGL/CP/2022-23/40</b>
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**FORM F-4  
CHECK LIST FOR AGREED TERMS AND CONDITIONS**

Sr. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Price & Delivery Basis	FOT- MNGL Store basis at various Locations
2.	Firm & Fixed Prices (As per Tender document)	Accepted
3.	Supply as per scope defined in the Tender documents	Included
4.	All Taxes, duties, levies, etc. included in price	Included
5.	Packing & Forwarding is Included in unit price	Included
6.	Delivery period (As per Tender document)	Accepted
7.	Guarantee/ Warranty Clause	Accepted
8.	Price Reduction Schedule as per Tender document	Accepted
9.	Term of Payments (As per Tender document)	Accepted
10.	Contract-Cum-Equipment Performance Bank Guarantee to be submitted as per tender document	Accepted
11.	Firm Price - during the entire duration of contact (As per Tender document)	Accepted
12.	Validity of bid & bid security	Accepted
13.	Bid Security (EMD) & Details of EMD	Submitted
14.	Price Quoted as per SOR.	Yes
15.	Deviation / exception Form 5	Yes
16.	Defect Liability Period/ Warranty	Accepted
17.	Goods & Service Tax	Included
18.	General & Special Conditions of Contract & Technical terms and conditions of the Tender	Accepted

Name of the Bidder : M/s


Signature :

Name :

Designation :

Date

seal:

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b>  <b>Bid No.: MNGL/CP/2022-23/40</b>
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**FORM F-5  
DEVIATION FORM  
(On Bidder's letter head)**

To,  
M/s MAHARASHTRA NATURAL GAS LIMITED  
2<sup>nd</sup> Floor, Pride Purple Coronet,  
Baner Road, Baner,  
Pune – 411045


**Notes**

- 1) BIDDER may give here a consolidated list of deviations / clarifications / comments for all sections of the bid documents which for an appropriate offer are considered unavoidable by him.
- 2) Deviations / clarifications mentioned elsewhere in the offer shall not be binding on the MNGL and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
- 3) BIDDER shall state the reason for the deviations in the remark column.
- 4) Only the deviations listed herein, in conjunction with the original Tender shall constitute the contract document for the award of the job to the BIDDER.
- 5) Any clarification raised by the Purchaser/ Consultant should be resolved within 10 days failing which the bid is liable for rejection.

Sec No./ Cls. No.	Page No.	Requirements as per tender	Deviation by Bidder	Clarification/ Comments by Bidder	Remarks
1)					
2)					
3)					
4)					
5)					
6)					

The bidder confirms that all clauses of the tender document, which are not listed above are fully complied by the bidder.

(Signature of the bidder)

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b></p> <p><b>Bid No.: MNGL/CP/2022-23/40</b></p>
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**FORM F-6  
DECLARATION ON TENDER DOCUMENT DOWNLOADED  
(on Bidder's letter head)**

No.

Date:

To,  
M/s MAHARASHTRA NATURAL GAS LIMITED  
2<sup>nd</sup> Floor, Pride Purple Coronet,  
Baner Road, Baner,  
Pune – 411045


Subject: Tender for Rate Contract for period of two years for refilling of Helium Gas & Calibration Gas mixture cylinders for Gas Chromatography installed at MS Chikhli of Pune GA.

Sir,

We hereby confirm that we have read each page of the subject tender document along with Corrigendum & Reply to bidder's queries thoroughly and understood the complete Scope of Work and other terms & conditions. We hereby also confirm that tender terms & conditions are acceptable to us and any deviation other than mentioned in deviation Form F-5 is not to be taken into account.

Yours faithfully,

Signature  
Name & Designation  
For and on behalf of

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b>  <b>Bid No.: MNGL/CP/2022-23/40</b>
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**FORM F-7  
PROFORMA FOR LETTER OF AUTHORITY**

No.

Date:

To,  
M/s MAHARASHTRA NATURAL GAS LIMITED  
2<sup>nd</sup> Floor, Pride Purple Coronet,  
Baner Road, Baner,  
Pune – 411045

Subject: Tender for Rate Contract for period of two years for refilling of Helium Gas & Calibration Gas mixture cylinders for Gas Chromatography installed at MS Chikhli of Pune GA

Sir,

We \_\_\_\_\_ hereby  
authorise following representative (s) to attend the Un-Priced Bid opening and Priced Bid  
opening against above Bidding Document:

1. Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_


2. Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

*We confirm that we shall be bound by all and whatsoever our representative(s) shall  
commit.*

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.

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b></p> <p><b>Bid No.: MNGL/CP/2022-23/40</b></p>
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**FORM F-8**

**DECLARATION  
(on Bidder's letter head)**


To,  
M/s MAHARASHTRA NATURAL GAS LIMITED  
2<sup>nd</sup> Floor, Pride Purple Coronet,  
Baner Road, Baner,  
Pune – 411045

Subject: Tender for Rate Contract for period of two years for refilling of Helium Gas & Calibration Gas mixture cylinders for Gas Chromatography installed at MS Chikhli of Pune GA

We confirm that we are not under any liquidation, court receivership or similar proceedings.


We also confirm that we have not been put on holiday / ban by any Government Organization / Public Sector or their joint ventures/ MNGL for any forgery, Corrupt or Fraudulent Practice or unethical behaviour.

**SEAL AND SIGNATURE OF BIDDER**

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b></p> <p><b>Bid No.: MNGL/CP/2022-23/40</b></p>
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**Form F-9  
DETAILS OF LITIGATION  
(on Bidder's letter head)**

Bidder shall furnish details of litigation cases of the bidder during the last 5 years if any, in this Form.

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b>  <b>Bid No.: MNGL/CP/2022-23/40</b>
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**FORM F- 10  
COVERING LETTER  
(ON LETTER HEAD)**

Date:

To,

Subject: Certificate regarding.....

Dear Sir,

We..... (name of the Statutory Auditor/Chartered Accountant) are the Statutory Auditor/Chartered Accountant of M/s..... (name of the bidder).

We hereby confirm that we have issued following certificate:

- 1.
- 2.
- 3.

Thanking You,


Place: (Signature)

Date: Name of Authorised Signatory  
Membership No.

Encl.: As above

**Note:** Submission of this form is Mandatory for all the bidders.




 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b>  <b>Bid No.: MNGL/CP/2022-23/40</b>
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**FORM F-11  
FORMAT FOR SUPPLY RECORDS FOR MEETING BEC**

<b>Sr. no.</b>	<b>Purchase Order no.</b>	<b>Purchaser Name</b>	<b>Ordered Quantity</b>	<b>Supplied Quantity</b>	<b>IRN no./ DCN/ Taxable Invoice no.</b>	<b>Sr. No. of pages</b>
(1)	(2)	(3)	(4)	(5)	(6)	(7)

**Bidder shall submit this form along with relevant document with proper numbering.**

**For tenders having various items/ parts, bidder to submit separate format for each item/ part quoted.**

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b>  <b>Bid No.: MNGL/CP/2022-23/40</b>
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**Form F-12**

**FORMAT FOR BIDDER'S PRE-BID QUERIES**


**To,  
M/s MAHARASHTRA NATURAL GAS LIMITED  
2<sup>nd</sup> Floor, Pride Purple Coronet,  
Baner Road, Baner,  
Pune – 411045**

**Subject: Tender for Rate Contract for period of two years for refilling of Helium Gas & Calibration Gas mixture cylinders for Gas Chromatography installed at MS Chikhli of Pune GA**

<b>Sr. no.</b>	<b>Section / Tender page no.</b>	<b>Clause no.</b>	<b>Subject</b>	<b>Bidder's Query</b>

**NOTE: The Pre-Bid Queries may be sent by e-mail, before pre-bid meeting due date, to MNGL. Editable copy of queries may be enclosed while sending signed pre bid queries.**

**SEAL AND SIGNATURE OF BIDDER**


 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b>  <b>Bid No.: MNGL/CP/2022-23/40</b>
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**Form F-13  
TECHNO-COMMERCIAL PROPOSAL**


(To be filled serial-wise on the e-tendering portal bid floor in the provided format)

Wherever remarks are required, bidders are advised to ensure that sufficient information has been provided and remarks such as “attached”, “enclosed”, “submitted” or other such terms alone should be avoided.


Sr.	Requirement	Response
	<b>General Information</b>	
1	Complete Bidder Organization Name	
2	Date of Registration	
3	Company Address(es) in India	
4	No. of years in business	
5	Type of Firm (Proprietary / Partnership / Private Ltd. / Public Ltd.)	
6	Details of Directors / Proprietors / Partners	
7	Phone no. of contact person	
8	Email ID of contact person	
9	GST registration number	
	<b>Technical BEC</b>	
1	As defined in tender document	Agree
	<b>Details in support of Technical BEC</b>	
1	Any one past reference client (Company Name)	
2	Reference client's PO / work order / Agreement no. and date of award	
3	Reference client's Completion certificate with clear mention of PO / work order / Agreement no., awarded value/ qty. & executed value/ qty.	

 <b>MAHARASHTRA NATURAL GAS LIMITED</b>	<b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b>  <b>Bid No.: MNGL/CP/2022-23/40</b>
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	<b>Financial BEC</b>	
1	Bidder's turnover for immediate preceding financial year FY _____(as per tender requirement).	
2	Bidder's turnover for second to last preceding financial year FY _____(as per tender requirement).	
3	Bidder's turnover for third to last preceding financial year FY _____(as per tender requirement).	
4	Bidder's net worth for preceding financial year FY _____ (as per tender requirement). Should be positive.	
5	Bidder's working capital for preceding financial year FY _____(as per tender requirement).	
	<b>Commercial Terms and Conditions</b>	
1	Bidder accepts to keep the bid valid for a period of 4 months from the date of opening of techno-commercial bid	Agree
2	Bidder to submit the original copy of EMD / Bid Security (if applicable) required against tender document within the stipulated time.	Agree
3	EMD / Bid Security DD/BG no. / MSME/NSIC certificate no. and date	
4	Bidder accepts to quote the prices as per SOR enclosed with this tender document	Agree
5	Prices quoted by the bidder shall remain firm, fixed and valid for entire contractual period	Agree
6	Prices quoted by the bidder shall be inclusive of all taxes, duties, levies, fees, insurance, etc.	Agree
7	Bidder understands and accepts the complete scope of work as defined in the tender document	Agree
8	Bidder accepts the contractual validity period as per tender	Agree
9	Bidder accepts the terms of payment as per tender	Agree
10	Bidder accepts to submit the Performance Bank Guarantee(s) as per tender provisions	Agree
11	Bidder accepts the Price Reduction Schedule and other penalties as mentioned in the tender document	Agree
12	Bidder accepts the General / Special / Technical Terms & Conditions	Agree


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	of the tender	
13	Bidder accepts all statutory compliances against tender	Agree
14	Bidder has read and accepts the tender document in toto	Agree
15	Any deviation from the tender document sought by the bidder is listed separately in Form-5 only	Agree
16	All the bidders must ensure adequacy and sufficiency of their document while submitting bid in all respects. Bid shall include all documents confirming to the tender terms and conditions, BEC and the tender specifications in toto failing which their bids are liable to be rejected.	Agree

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**FORM F-14:  
DOCUMENTS TO BE UPLOADED ON E-TENDER PORTAL**

Sr.	Document Header Name	Document Description
1	Covering Letter/Forwarding Letter	Covering Letter/ Forwarding Letter
2	Bid Signatory PoA / Board Resolution	Power of attorney of the signatory to the bid offer on non-judicial stamp paper / Board resolution of company for authorized signatory.
3	Form-1	Bidder's General Details/ information as per appended format
4	Form-2	Bid Security (EMD) as per format Form F-2
5	Form-3A & 3B	Certificate for financial capability of the bidder as per appended format. In case bidder's working capital is lower than that required as per Tender BEC, letter from bidder's bank showing availability of credit to cover inadequacy of working capital to be attached with this Form-14
6	Form-4	Agreed Terms & Conditions
7	Form-5	Deviation/ Exceptions as per appended format.
8	Form-6	Declaration as per appended format.
9	Form-7	Letter of authority in favour of any one or two of Bidder's executives having authority to attend the un-Priced and price bid opening as per appended format.
10	Form -8	Declaration for bidder not under Liquidation, etc (on Bidder's letter head)
11	Form-9	Information regarding any current litigation in which the bidder is involved in Form F-9.
12	Form-10 Certificates	Certificates as per appended Form- F- 10
13	Form 13	Supply Records
14	Form 15	Techno-Commercial Proposal as per form 15
15	Copy of GST	Copy of GST (Goods & Service Tax), ESI, PF, PAN registration Certificates
16	Other Documents for Technical BEC Eligibility	Any other documents to show compliance of Technical BEC
17	Corrigenda and Other Docs	Copy of all addenda / corrigenda, if any, along with required documents as stated therein, duly signed and stamped. (In case no addendum / corrigendum has been issued against this tender document, then the bidder may upload a letter stating that "No addendum / corrigendum has been issued against this tender document").


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**Note:**

1. Bidder may attach any other docs, not in above list but relevant to this tender, at the specified link on the e-tendering portal.
2. Bidder has to upload the file as asked above on e-tender portal in .pdf format by keeping the file name as provide in the column "*Document Header Name*" above only.
3. All pages of the bid offer to be signed and stamped by an authorised representative (as describe in bid document) of the bidder.
4. Bidder must ensure numbering of all pages submitted in bid document. Further total number of pages submitted in bid document must be mentioned in the covering letter of bid submitted.

**Bidder have to upload the unpriced SOR marked "Quoted/ Unquoted" for each item as per excel (named "*Unpriced SOR*") provided on the e-tender portal along with applicable GST rate (in percentage only) and HSN code. If there is any discrepancy observed between the HSN code/ GST rate in unpriced SOR and priced bid, then the GST rate as per unpriced SOR or as agreed during technical-commercial queries shall be considered for evaluation. MNGL also may take necessary clarifications from bidders quoting HSN code or GST rate inconsistent with other bidders or previous contract.**



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**Form F-15**  
**CONTRACT PERFORMANCE BANK GUARANTEE**  
**(To be stamped in accordance with Stamp Act)**

To,  
M/s MAHARASHTRA NATURAL GAS LIMITED  
2<sup>nd</sup> Floor, Pride Purple Coronet,  
Baner Road, Baner,  
Pune – 411045


Dear Sir,

M/s \_\_\_\_\_ have been awarded the work of  
\_\_\_\_\_ for Maharashtra Natural Gas Limited, PUNE vide  
Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_.

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

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

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

 <p><b>MAHARASHTRA NATURAL GAS LIMITED</b></p>	<p><b>TENDER DOCUMENT FOR RATE CONTRACT FOR PERIOD OF TWO YEARS FOR REFILLING OF HELIUM GAS AND CALIBRATION GAS MIXTURE CYLINDERS FOR GAS CHROMATOGRAPHY INSTALLED AT MS CHIKHLI OF PUNE GA</b></p> <p><b>Bid No.: MNGL/CP/2022-23/40</b></p>
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**Sheet 2 of 2**

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

**INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE**

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Pune.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer

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**Form F-16**  
**E-Banking Mandate Form**  
(To be issued on vendor's letter head)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
  - a) Name of Bank
  - b) Name of branch
  - c) Branch code:
  - d) Address:
  - e) Telephone number:
  - f) Type of account (current/saving etc.)
  - g) Account Number:
  - h) RTGS IFSC code of the bank branch
  - i) NEFT IFSC code of the bank branch
  - j) 9 digit MICR code

I/We hereby authorize MNGL to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the MNGL responsible.

(Signature of vendor/customer)


**BANK CERTIFICATE**

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

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## SECTION-VI PRICE SCHEDULE/ SCHEDULE OF RATES (SOR)

Schedule of Rates (SOR) / Item wise BOQ is enclosed separately on e-tendering portal. Following to be submitted along with Technical Bid duly filled in quoted / not quoted:

SOR Item No.	Work Description	Quoted / Not Quoted
1	Hydro testing of Helium & Refilling of High Purity Helium Gas of 99.995% purity in 47 Ltr. Cylinder, pressure 140 kg/cm <sup>2</sup> , approx. volume – 7 M3 as per scope of work.	
2	Hydro testing of Calibration Gas Mixture & Refilling of High Purity Calibration Gas Mixture in 10 Ltr. Cylinders, Pressure: 100Kg/cm <sup>2</sup> as per scope of work.	

**Note:**

1. The Price Evaluation shall be done on overall basis & the work shall be awarded at least cost to the Purchaser as mentioned in the BEC.
2. The rate should be ALL INCLUSIVE, including all expenses, like supply, loading, unloading, transportation (to & fro), etc.
3. Quantities mentioned are tentative & subjected to the variation depending upon the requirement.
4. Taxes & Duties if any shall be indicated clearly in your quotation and total amount should be inclusive of all taxes etc.
5. Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above. Bidder shall note that any error in estimating these taxes & Duties will be to Bidder's Account.

**Goods & Service Tax @-----**

**Please indicate the break-up of above GST as under:**

CGST @ \_\_\_\_\_  
 SGST @ \_\_\_\_\_  
 IGST @ \_\_\_\_\_  
 UGST @ \_\_\_\_\_

**Date:**

**Place:**

**Signature & Seal of Bidder**