



**MAHARASHTRA NATURAL
GAS LIMITED**

**Tender for Annual Rate Contract for hiring of Construction
Supervision Agency (CSA) for City Gas Distribution Network
of Pune GA of MNGL.**

Bid No.: MNGL/CP/2025-26/124



MAHARASHTRA NATURAL GAS LIMITED

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

CNG & CITY GAS DISTRIBUTION PROJECT FOR PUNE GA

**Bid document for
Annual Rate Contract for hiring of Construction Supervision
Agency (CSA) for City Gas Distribution Network of Pune GA
of MNGL.**

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

Bid Document No.: MNGL/CP/2025-26/124 Dt: 09.01.2026



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SECTION I

1. INVITATION FOR BIDS (IFB)



**MAHARASHTRA NATURAL
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INVITATION FOR BIDS (IFB)

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

1.0 TENDER INFORMATION

Tender document number	MNGL/CP/2025-26/124 dated 09.01.2026
Item(s)	Tender for Annual Rate Contract for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Pune GA of MNGL.
Type of Bid	Open Domestic Competitive Bidding
Time Schedule	As per Scope of Work of tender document
Earnest Money / Bid Security	Rs. 2,00,000/- in the form of Demand Draft / BG / Online through e-portal to be in favour of "Maharashtra Natural Gas Ltd." payable at Pune.
Bid Security Validity	6 (Six) months from bid due date
Tender Fee ((Non-refundable)	Not applicable
Bid Validity	4 (Four) months from the bid due date
Pre-bid meeting date and time	16.01.2026 @ 11:30am Meeting link: https://meet.google.com/fko-qonu-xvi
Bid Submission at	https://etenders.gov.in
Bid submission due date and time	<u>30.01.2026 till 15:00 Hrs. IST</u>
Techno-commercial bid opening date and time	02.02.2026 at 10:00 Hrs. IST
Price bid opening date and time	Date and time shall be intimated later
Address for submission of EMD/Bid Security and venue for pre-bid meeting and opening of bids	Deputy Manager (C&P) Maharashtra Natural Gas Limited, Pride Purple Coronet, 2 nd Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 2561 1157/1190 Email: balakrishna.thatikonda@mngl.in / gasaid@mngl.in
Bid Eligibility Criteria and Bid Evaluation Criteria	As per Annexure – I to IFB

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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2.0 BIDDING PROCEDURE

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

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

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

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

3.0 DOWNLOADING OF TENDER DOCUMENT

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

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

4.0 PRE-BID MEETING

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

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.



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

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

Advisories for the bidders attending the pre-bid meeting:

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

5.0 OTHERS

- 5.1 Bid Document is non-transferable.
- 5.2 Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Bids through Fax/ E-mail shall not be considered.
- 5.3 The Bid Document calls for offers on single point "Sole Bidder" responsibility basis. Order will be placed on the "Sole Bidder" alone (in whose name the bid document has been issued) who will be responsible for all contractual purposes. Further the bidders are advised to ensure that their offer is on single bidder responsibility basis and in total compliance of scope of supply as specified in Bid Document.
- 5.4 The bid should be prepared by the "Sole Bidder" and should be sent to MNGL directly. MNGL reserve the right to reject offers made by intermediaries' representatives.
- 5.5 Bidder shall ensure that Bid Security having a validity of 6(SIX) months from the bid due date, must accompany the offer in the format made available in the Bid Document.
- 5.6 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.
- 5.7 MNGL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.



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5.8 ZERO DEVIATION TENDER

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

- i) Do not meet BEC Criteria
- ii) Bid Security
- iii) Performance Security (Contract Performance Bank Guarantee), 10% of Annualized Contract / Order value
- iv) Delivery Period
- v) Terms of Payment
- vi) Force Majeure
- vii) Resolution of Dispute/Arbitration
- viii) Termination of Contract,
- ix) Warranty and Guarantee
- x) Offer not submitted for complete scope of work
- xi) Firm prices
- xii) Prices not quoted as per Schedule of Rates formats.
- xiii) The Bidder is not put on Black / holiday list by MNGL/MoP&NG/Oil Public Sector Enterprise(s).
- xiv) Bidder is under liquidation.
- xv) Bids not conforming to technical specification/requirements.
- xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
- xvii) Price Reduction Schedule.

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

THIS IS NOT AN ORDER

Yours faithfully,
for Maharashtra Natural Gas Limited, Pune

Balakrishna Thatikonda
Deputy Manager (C&P)

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



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



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ANNEXURE-I to IFB

BIDDER'S ELIGIBILITY CRITERIA (BEC) & BID EVALUATION CRITERIA

1. Brief Project Details

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

2. Brief Scope and Quantity of Supply:

This tender deals with Annual Rate Contract for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Pune GA of MNGL.

3. Bidder's Eligibility Criteria (BEC):

The following are the BEC parameters: -

A. BEC – Technical:

- A.1. The Bidder should have successfully executed / completed job involving Construction Supervision Services / Third party Site inspection services (PNG / Steel) of City Gas Distribution Project in India in single/multiple contracts in last 5 years, to be reckoned from the final due date of submission of bid of order value as given below for qualification for the requisite Geographical Area (GA):

Sr. No.	Geographical Area (GA)	Eligibility Criteria
1	Pune	Minimum Rs.133 Lakhs

Bidders must submit documentary evidence like work order / letter of award and its Completion / execution certificate issued by client in support to fulfil the criteria mentioned above.

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

B. BEC – Financial: (Working calculations are attached as Annexure-I)

B.1 Turnover:

The bidder should have achieved a **minimum annual turnover of Rs. 133 Lakhs** in any one of the last 3 (Three) audited financial years i.e. 2022-23, 2023-24 and 2024-25.

B.2 Net worth:

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



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B.3 Working Capital:

The bidder should have a **minimum working capital of Rs. 26.60 Lakhs** as per the latest audited balance sheet i.e. for the year 2024-25.

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

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

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

4. Evaluation and Award of Contract:

4.1 Evaluation shall be done on an **overall least-cost basis** to the Purchaser (i.e. on total evaluated price including all taxes & duties).

Note: In case of tie for two or more bidders, the inter-se ranking shall be decided on the basis of highest turnover in any one of the preceding 03 (Three) financial years i.e. 2022-23, 2023-24 and 2024-25 amongst the bidders.

4.2 Further, it is intended to award this job to **05 (Five) parties** at L1 rate.

In order to do so, the L2, L3, L4 & L5 bidder shall be asked to match the item wise rates of L1 bidder. In case L2, L3, L4 & L5 bidder fails to match the item wise rates of L1 bidder, opportunity shall be given to L6, L7 bidders and so on to match the item wise rates of L1 bidder and order shall be placed accordingly.

In case of 5 parties, award shall be made in the ratio of approx. **30%:25%:20%:15%:10%** (i.e. 30% to L1 bidder, 25% to L2 bidder, 20% to L3 bidder, 15% to L4 bidder & 10% to L5 bidder).

In case of 4 parties, award shall be made in the ratio of approx. **40%:30%:20%:10%** (i.e. 40% to L1 bidder, 30% to L2 bidder, 20% to L3 bidder & 10% to L4 bidder).

In case of 3 parties, award shall be made in the ratio of approx. **50%:30%:20%** (i.e. 50% to L1 bidder, 30% to L2 bidder & 20% to L3 bidder).

In case of 2 parties, award shall be made in the ratio of approx. **60%:40%** (i.e. 60% to L1 bidder & 40% to L2 bidder).

In case none of the bidder agrees to match L1 rate, entire quantity shall be awarded to L1 bidder.



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SECTION II

3. INSTRUCTION TO BIDDERS (ITB)



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INSTRUCTIONS TO BIDDERS

INSTRUCTION FOR ONLINE BID SUBMISSION

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

REGISTRATION

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



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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.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.



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SUBMISSION OF BIDS:

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

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

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



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

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

ASSISTANCE TO BIDDERS:

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



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A: GENERAL

1. Scope of Bid

- 1.1 The Employer, as defined in the General Conditions of Contract, hereinafter "the Employer", wishes to receive bids for the Work as described in bidding document.
- 1.2 The successful bidder will be expected to complete the Scope of supply within the period stated in IFB.
- 1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/tendered", "bidding/ tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2. Eligible Bidder

- 2.1 Bidders shall, as part of their bid, submit a written power of attorney, authorizing the signatory of the bid to bind the bidder.
- 2.2 This Invitation for Bids is open to any bidder and to pre-qualified bidders in case of limited tender.
- 2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.4 The bid should be from actual manufacturers.
- 2.5 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
- 2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global notice of IFB, bidders past performance shall also be assessed *for* ascertaining the responsiveness of the bid. In such a case the decision of Purchaser shall be final and binding on the bidder.
- 2.7 The Bidder is not put on Black / holiday list by MNGL/MoP&NG/Oil Public Sector Enterprise(s).

3. Bid Evaluation Criteria: -

- 3.1 **Technical Experience Criteria - As per Annexure – I of IFB.**
- 3.2 **Financial - As per Annexure – I of IFB**

4. VOID

5. One Bid per Bidder



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5.1 A firm shall submit only one bid in the same bidding process. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

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

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

5.3 Alternative Bids shall not be considered.

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

6. Cost of Bidding

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

7. Site Visit

7.1 The bidder may visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparation of the bid and entering into contract. The cost of visiting the site shall be at bidder's own expenses.

7.2 The bidder or any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any loss, damage, costs, and expenses incurred as a result of the inspection.



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B. BIDDING DOCUMENTS

8. Content of Bidding Document

- 8.1 The Bidding Documents/ Tender Documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITB Clause 10.
- 8.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Invitation for Bids (IFB) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid.

9. Clarification of Bidding Documents

- 9.1 A prospective Bidder requiring any clarification of the bid documents may notify the Owner and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The Owner / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least one (01) working day before the pre-bid meeting date. Owner will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting. Written copies of the Owner's/ Consultant's response (including an explanation of the query but without identifying the source of inquiry) will be hosted on CPPP's e-procurement website <https://etenders.gov.in> and MNGL website along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

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

10. Amendment of Bidding Documents

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



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



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C. PREPARATION OF BIDS

11. Language of Bid

- 11.1 The bid prepared by the bidder and all-correspondence/drawings and documents relating to the bid exchanged by bidder and MNGL shall be written in English language. Any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation duly authenticated by the chamber of commerce of Bidders country, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern. Metric measurement system shall be applied.

12. Documents Comprising the Bid

- 12.1 The bid prepared by the bidder shall comprise of the following components that are required to be provided on the e-tendering portal:

12.1.1 Technical cover:

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

- i) EMD/Bid Security payment details.
- ii) Duly Signed and Stamped BIDDERS ELIGIBILITY CRITERIA and BID EVALUATION CRITERIA (Annexure-I to IFB)
- iii) Documents for qualification of BEC - Technical.
- iv) Documents for qualification of BEC - Financial.
- v) Line of credit for Negative Working Capital.
- vi) Duly filled, signed and stamped Forms and Formats.
- vii) Power of Attorney in favour of person(s) signing the bid.
- ix) Addendum, Corrigendum and Other Documents if any.
- x) Copy of GST Certificate and PAN Card.
- xi) Copy of PF and ESIC Registration Certificates
- xii) Cancelled Cheque / Bank Mandate.
- xiii) Duly signed and stamped copy of Schedule of Rates (SOR) Instructions.

12.1.2 Financial cover:

Price bid / SOR to be uploaded on e-tender portal as per prescribed format (xls).

IMPORTANT NOTE: Bidders are cautioned that uploading of financial bid elsewhere i.e. other than in financial cover will result in rejection of the bid.

- 12.2 All the documents submitted shall be duly signed and stamped on each page by the bidder or an authorized signatory of the bidder.
- 12.3 Bidders are advised to submit quotations based strictly on the terms and conditions and specifications contained in the bid document and not stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated only in the prescribed Pro forma. Owner reserves the right to evaluate quotations containing deviations having financial implications after adding the cost for such deviations as determined by Owner.



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

13. Bid Prices

- 13.1 The Bidder shall indicate in the appropriate Price Schedule, the unit prices (where applicable) and total price of the services / works it proposes to execute under the contract. If quoted in separate sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 13.2 Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subjected to any variation, except statutory variation (as specified in tender document) or provision for price variation in the tender document.
- 13.3 All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible in the submitted documents.
- 13.4 Bidder shall quote the all-inclusive prices as per scope of work and SOR, taking into consideration applicable GST, overheads and if applicable, all provision of safety gadgets to their personnel, cost of material as per scope of work, transportation, conveyance, trainings, recruitments, communication charges, cost for providing tools & tackles, equipment, machineries, minimum spares, etc. and nothing extra shall be payable by the Purchaser.
- 13.5 Bid prices must be arrived at without agreement with any other Bidder of this tender for the purpose of restricting competition. Prices quoted by the Bidder must not be disclosed to any other Bidder of this tender. Bidder must not attempt to induce any other Bidder to submit or not submit a bid for restricting competition.
- 13.6 Alternative bids shall not be considered.
- 13.7 Conditional discount, if offered, shall not be considered for evaluation.
- 13.8 The bidder shall have to raise the Cenvatable invoice.

14. Bid Currencies

Bidders shall submit their bids in Indian Rupees only.



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15. Bid Validity

- 15.1 Bids shall be kept valid for 4 (four) months from the final bid due date.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax / e-mail. A bidder may refuse the request without forfeiture of his bid security, A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of its bid security for the period of the extension and in accordance with Clause 16 in all respects.

16. Bid Security

- 16.1 The bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids (IFB).
- 16.2 The bid security is required to protect MNGL against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause-16.7
- 16.3 VOID
- 16.4 Any bid not secured in accordance with Clause-16.1 may be rejected by MNGL as nonresponsive.
- 16.5 Unsuccessful bidder's bid security will be discharged/ returned as promptly as possible after award of contract and signing of agreement.
- 16.6 The successful bidder's bid security will be discharged upon the bidder's accepting the award & signing the Agreement, pursuant to Clause-39 and furnishing the Contract Performance Security pursuant to Clause-40.
- 16.7 The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bid validity.
 - b) in the case of a successful bidder, if the bidder fails:
 - i) to accept the Notification of Award/Service Order (SO) or
 - ii) to furnish Contract Performance Security in accordance with Clause-40.
 - iii) to accept arithmetical corrections,
 - c) If the Bidder changes the proposed manufacturer after submission of his bid.
- 16.8 Bid Security should be in favour of Maharashtra Natural Gas Limited and addressed to MNGL. In case Bid Security is in the form of Bank Guarantee or Letter of Credit, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee).
- 16.9 The Indian / Domestic firms registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing Tender Fee & Bid Security, provided they are registered for the items / work they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.**



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17. Pre-Bid Meeting – As per IFB

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

18. Format and Signing of Bid

- 18.1 The original of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for unamended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 18.2 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

19. Zero Deviation

- 19.1 Bidders shall note that if any deviation are taken to the under mentioned provisions of Bid Document by the Bidder the bid is liable to be rejection.
- i) Do not meet BEC Criteria
 - ii) Bid Security
 - iii) Performance Security (Contract Performance Bank Guarantee), 10% of Annualized Contract / Order value
 - iv) Delivery Period
 - v) Terms of Payment
 - vi) Force Majeure
 - vii) Resolution of Dispute/Arbitration
 - viii) Termination of Contract,
 - ix) Warranty and Guarantee
 - x) Offer not submitted for complete scope of work
 - xi) Firm prices
 - xii) Prices not quoted as per Schedule of Rates formats.
 - xiii) The Bidder is not put on Black / holiday list by MNGL/MoP&NG/Oil Public Sector Enterprise(s).
 - xiv) Bidder is under liquidation.
 - xv) Bids not conforming to technical specification/requirements.
 - xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.



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xvii) Price Reduction Schedule.

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

20. Mode of Payment

Maharashtra Natural Gas Limited will issue A/C payee cheque for payment payable at par in case work is awarded to bidder.

21. Agent/ consultant/ Representative/ Retainer/ Associate [Applicable for LCB tenders only]

21.1 MNGL would prefer to deal directly with the manufacturers/ principals abroad but in case they decide to have their Agent/Consultant/Representative/Retainer/ Associate in India and pay commission for their services against a particular tender, it should be bare minimum, and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/ Consultant /Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/ Consultant/ Representative Retainer/ Associate in India.

21.2 In the event bidder is having as Agent/ Consultant/ Representative/ Retainer/ Associate/ servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/ Consultant/ Representative/Retainer / Associate, they have for services in India. The bidder must also clearly indicate the commission payable to the Agent/Consultant/ Representative Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/Consultant Representative/Retainer/ Associate on behalf of the bidder and remuneration therefore provided in the price, as a separate item, quoted by the bidder to MNGL. Such remuneration/commission will be paid by MNGL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration commission either in India or abroad is being paid to anyone (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of MNGL.

The following particulars will also be furnished by the bidder:

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



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



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D. SUBMISSION OF BIDS

22.0 Preparation of Bids

- 22.1 Scanned documents (duly signed by the authorized signatory) and/or pre-formatted excel files to be uploaded by the bidder on the portal which shall comprise of the documents mentioned in Clause No. 10 of ITB.

Note: All pages of the bid offer to be signed and stamped by an authorized representative (as described in bid document) of the bidder.

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.

- 22.2 The price bid shall contain Schedule of Rates dully filled in the prescribed format available on the e-portal.

23. Deadline For Submission of Bid

- 23.1 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.

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

24. Late Bids

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

25. Modification And Withdrawal of Bids

- 25.1 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.

- 25.2 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid form. In case of request in written by the authorized signatory for withdrawal of a bid during this interval, the Bidder's bid security shall be forfeited.



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E. BID OPENING AND EVALUATION

26. Bid Opening

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

27. Process to be Confidential

- 27.1 Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons officially concerned with such process. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

28. Contacting the Employer

- 28.1 From the time of bid opening to the time of Contract award, if any bidder wishes to contact the Employer on any matter related to the bid, it should do so in writing.
- 28.2 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.

29. Examination of bids and Determination of Responsiveness

- 29.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid.
- a) meets the Bid Evaluation Criteria.
 - b) has been properly signed.
 - c) is accompanied by the required securities.
 - d) is substantially responsive to the requirements of the bidding documents; and
 - e) provides any clarification and/ or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 28.2.
- 29.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents without material deviations or reservations. A material deviation or reservation is one.



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

29.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

30. Opening Of Price Bid

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

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

31. Correction of Errors

31.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- a) where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and
- b) where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

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

32. Evaluation and Comparison of Bids

32.1 The evaluation and comparison of bids will be done as per the provisions of the bid evaluation criteria as per Annexure – I to ITB (to be separately enclosed along with bidding document against individual tenders).

33. Preference for Domestic Bidders - VOID

34. Purchase Preference - VOID

35. Compensation for extended stay - Not Applicable



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F. AWARD OF CONTRACT

36. Award

- 36.1 Subject to Clause 28, MNGL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the contract.

37. Employer's Right to Accept Any Bid and to Reject Any or all Bids

- 37.1 MNGL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for MNGL'S ACTION.

38. Notification of Award

- 38.1 Prior to the expiration of period of bid validity MNGL will notify the successful bidder in writing by fax, cable or telex to be confirmed in writing, that his bid has been accepted. The notification of award/ Service Order will constitute the formation of the Contract.
- 38.2 Delivery/ completion period shall be counted from the date of notification of award / Service Order.

The notification of award will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per Clause 39 of ITB.

Upon the successful bidder's furnishing of contract performance security, pursuant to Clause 40 of ITB, MNGL will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to Clause 16 of ITB.

39. Signing of Agreement

- 39.1 MNGL will award the Contract to the successful bidder, who, within 15 days of receipt of the same, shall sign and return the acceptance copy to MNGL.
- 39.2 The successful bidder shall be required to execute an AGREEMENT in the proforma given in of this standard bidding document on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited, and the acceptance of the tender shall be considered as cancelled.

40. Contract Performance Security

- 40.1 Within 15 days of the receipt of the notification of award/ Service Order from MNGL, the successful bidder shall furnish the contract performance security in accordance with Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.



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

40.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event MNGL may award the order to the next lowest evaluated bidder or call for new bids.

41. Corrupt or Fraudulent Practices

41.1 MNGL requires that bidders/ contractors observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the Employer:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i) "corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) will declare a firm ineligible and put on holiday, either indefinitely or for a stated period of time if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

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

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

- a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of



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his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

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

42.2 In such events of Clause 42.1(a) or (b) above.

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

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

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

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

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

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



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43. Termination of contract

43(A) TERMINATION OF CONTRACT FOR DEATH:

If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

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

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

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

43 (C) In case of termination of CONTRACT herein set forth (under clause 42.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by Maharashtra Natural Gas Limited against any type of tender nor their offer will be considered by MNGL against any ongoing tender (s) where contract between MNGL and that particular CONTRACTOR (as a bidder) has not been finalized] for 03 (Three) years from the date of termination by Maharashtra Natural Gas Limited to such CONTRACTOR.

43 (D) Termination for convenience

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

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

- I. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020,



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Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

- II. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India
- III. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- IV. "Bidder from a country which shares a land border with India" for the purpose of this:
- i) An entity incorporated, established or registered in such a country; or
 - ii) A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv) An entity whose beneficial owner is situated in such a country; or
 - v) An Indian (or other) agent of such an entity; or
 - vi) A natural person who is a citizen of such a country; or
 - vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- V. "Beneficial owner" for the purpose of above (4) will be as under:
- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has



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- ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- VI. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.
- VII. SUBMISSION OF CERTIFICATE IN BIDS: Bidder shall submit a certificate in this regard as Form-I to Section-II. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
- VIII. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.



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SECTION III

4. GENERAL CONDITIONS OF CONTRACT (GCC – SERVICES)



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GENERAL CONDITIONS OF CONTRACT (GCC - SERVICES)

ARTICLE 3.1: DEFINITIONS AND INTERPRETATIONS

In this Document, as hereunder defined, the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

AGREEMENT means the agreement concluded on non-judicial stamp paper between Maharashtra Natural Gas Ltd. and Service provider for Services as per this Bid document.

Maharashtra Natural Gas Ltd./OWNER shall mean MNGL.

MNGL REPRESENTATIVE means the person appointed or authorized from time to time by MNGL for execution of the contract.

Service provider **REPRESENTATIVE** means the person appointed from time to time by Service provider for execution of the Contract.

ENGINEER-IN-CHARGE/EXECUTIVE-IN-CHARGE shall mean the person designated from time to time by the MNGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

SIGN OFF means a recorded statement for completion of a milestone/major activity by Service provider as envisaged in this document and accepted by MNGL.

CONTRACT shall mean Letter of Acceptance / Service Order and all attached exhibits and document referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

SERVICES mean the duties to be performed and the services to be rendered by Service provider according to the terms and conditions of the Contract.

HEADINGS the headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the Contract.

SINGULAR AND PLURAL WORDS importing the singular only also include the plural and vice-versa where the context requires.

ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTNT

- 3.2.1 Service provider shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work. Service provider shall in all professional matters act as a faithful advisor to MNGL and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged. Service provider, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.



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Service provider shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.

- 3.2.2 Service provider will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of MNGL.

ARTICLE 3.3: MNGL REPRESENTATIVE

- 3.3.1 MNGL shall nominate its Representative(s) who shall be entitled to act on behalf of Maharashtra Natural Gas Ltd. with respect to any decision it is empowered to make. The bill / invoice of Service provider will be certified for payment by such representatives.

ARTICLE 3.4: SERVICE PROVIDER REPRESENTATIVE

- 3.4.1 Service provider shall nominate a qualified and experienced person as its Representative who will be the contact person between MNGL and Service provider for the performance of the Contract. This nomination shall be done within ten (10) days after the coming into force of the Contract. Service provider shall notify MNGL in writing prior to the appointment of a new representative. Service provider Representative may be replaced only with MNGL consent after getting approved his CV's from MNGL.

MNGL shall be at liberty to object to any nomination and to require Service provider to remove Service provider representative for good causes. Service provider shall replace immediately such person by competent substitute at no extra cost to MNGL.

- 3.4.2 Service provider Representative shall be entitled to act on behalf of Service provider with respect to any decisions to be made under the Contract.

ARTICLE 3.5: PAYMENT TERMS

- 3.5.1 The terms of payment shall be as follows:

Payment within 45 days after submission of invoice & necessary supporting documents for activities executed during preceding month, certified by EIC on pro rata basis.

ARTICLE 3.6: PERFORMANCE GUARANTEE

- 3.6.1 Service provider shall submit to MNGL an unconditional, irrevocable and on first demand guarantee from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The value of Contract Performance Guarantee shall be 10% of the annualized contract value for the due performance of the Contract. The Contract Performance



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Guarantee shall be valid for a period of three months beyond the guarantee/warranty period of the contract. The format of performance guarantee is annexed hereto (**Format F-10**). All expenses incurred in obtaining of such guarantee shall be borne by Service provider.

- 3.6.2 In case of extension of completion period, Service provider shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements.

ARTICLE 3.7: CONFIDENTIALITY

- 3.7.1 Service provider /MNGL shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by MNGL/ Service provider without the prior written consent of the latter.
- 3.7.2 Service provider further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Service provider shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

ARTICLE 3.8: TAXES AND DUTIES

- 3.8.1 Service provider shall pay any and all taxes including goods & service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.
- 3.8.2 Statutory variation in taxes (Goods & service tax) and duties, if any, within the contractual completion period shall be borne by MNGL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.
- 3.8.3 Service provider will not claim from MNGL any taxes paid by him.
- 3.8.4 MNGL shall deduct Income tax at source at applicable rates.

ARTICLE 3.9: RESOLUTION OF DISPUTES / ARBITRATION

- 3.9.1 MNGL and Service provider shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 3.9.2 All disputes, controversies, or claims between the parties (except in matters where the decision of the Executive/Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

MNGL shall suggest a panel of three independent and distinguished persons to the other party (Service provider) to select any one among them to act as the sole Arbitrator.



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

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the PARTIES. The arbitration proceeding shall be in English language and the venue shall be at Pune, Maharashtra, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there-under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the Pune in Maharashtra (India).

- 3.9.3 Service provider may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

ARTICLE 3.10: LEGAL CONSTRUCTION

- 3.10.1 Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at Pune.

ARTICLE 3.11: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

- 3.11.1 MNGL may suspend in whole or in part – the performance of services of Service provider s any time upon giving not less than fifteen (15) days notice.
- 3.11.2 Upon notice of suspension, Service provider shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.
- 3.11.3 Upon suspension of the performance of services, Service provider shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.
- 3.11.4 By fifteen days prior notice, MNGL may request Service provider to resume the performance of the services, without any additional cost to MNGL.
- 3.11.5 In case of suspension of work by Service provider on MNGL request for more than 10 days, demobilization and remobilization charges will be paid to Service provider as per Schedule of Rates.



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- 3.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

ARTICLE 3.12: PRICE REDUCTION SCHEDULE (PRS)

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

ARTICLE 3.13: ASSIGNMENT

Service provider shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of MNGL which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Service provider only.

ARTICLE 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

- 3.14.1 In order to perform the services, Service provider must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep MNGL harmless and indemnify MNGL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.
- 3.14.2 All documents, report, information, data etc. collected and prepared by Service provider in connection with the scope of work submitted to MNGL will be property of MNGL.
- 3.14.3 Service provider shall not be entitled either directly or indirectly to make use of the documents, reports given by MNGL for carrying out of any services with any third parties.
- 3.14.4 Service provider shall not without the prior written consent of MNGL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.



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ARTICLE 3.15: LIABILITIES

- 3.15.1 Without prejudice to any express provision in the contract, Service provider shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.
- 3.15.2 Service provider shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.
- 3.15.3 The amount of liability will be limited to 10% of the contract value.

ARTICLE 3.16: TERMINATION OF CONTRACT

3.16.1 Termination for Default:

MNGL reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Service provider fails to perform any obligation(s) under the CONTRACT and if Service provider, does not cure his failure within a period of 30 days (or such longer period as MNGL may authorize in writing) after receipt of the default notice from MNGL.

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

3.16.2 Termination for Insolvency

MNGL may at any time terminate the CONTRACT by giving written notice without compensation to Service provider, if Service provider 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 MNGL.

3.16.3 Termination for convenience

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

ARTICLE 3.17: MODIFICATION

Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

ARTICLE 3.18: CONTRACT AGREEMENT

The notification of award along with agreement on non judicial stamp paper of appropriate value as per proforma (**Annexure – I to GCC**) within 10 days from the date of receipt of SO, the cost of stamp paper is to be borne by Service provider, and



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its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

ARTICLE 3.19: FORCE MAJEURE

Shall mean and be limited to the following:

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

Service provider shall advise MNGL by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, MNGL reserves the right to cancel the Contract and the provisions governing termination stated under Article 3.16 shall apply.

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

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

ARTICLE 3.20: RECTIFICATION PERIOD

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.

No deviation from such conditions shall be made without MNGL agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Service provider pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by MNGL) are guaranteed to be of the best quality of their respective kinds.

Service provider shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 30 days of observance of mistake.



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ARTICLE 3.21: SUB-CONTRACT

Any sub-contract to be made by the Service provider relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by MNGL. Upon the request of MNGL, the Service provider shall submit for MNGL prior approval, the terms of reference or any amendment thereof for such sub-contractor's SERVICES. Notwithstanding such approval, the Service provider shall remain fully responsible for the performance of services under the CONTRACT.

ARTICLE 3.22: NOTICES

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

ARTICLE 3.23: ACQUISITION OF DATA

If required, Service provider shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. MNGL, if requested in writing by Service provider, may assist the Service provider in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the Service provider.



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GAS LIMITED**

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Annexure - I to GCC

Performa Contract Agreement

Service Order No _____

AGREEMENT for “_____” (hereinafter called the "Job") made on _____ day of _____, 2025 between M/s _____, hereinafter called the “CONSULTANT” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the **Maharashtra Natural Gas Ltd., Pride Purple Coronet, 2nd Floor, Above Bata Showroom, Baner Road, Baner, Pune – 411045** hereinafter called “MNGL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

MNGL being desirous of having provided for execution of certain work mentioned, enumerated or referred to in the Service Order (SO) including Completion Schedule of job has called for proposal.

A. The CONSULTANT has examined the Job specified in TENDER of MNGL and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in SO or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference's to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have included him in making his proposal.

B. The SO including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

AND WHEREAS

MNGL accepted the bid of the CONSULTANT for the provision and the execution of the said Job at the values stated in bid and finally approved by MNGL upon the terms and subject to the conditions of Agreement.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED
AS FOLLOWS:**

1. In consideration of the payment to be made to the CONSULTANT for the Job to be executed by him the CONSULTANT hereby covenants with MNGL that the CONSULTANT shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied



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there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.

2. In consideration of the due provision execution and completion of the said Job, MNGL does hereby agree with the Agreement that MNGL will pay to the CONSULTANT the respective amounts for the Job actually done by him and approved by MNGL at the amount specified in this SO, such payment to be made at such time in such manner as provided for in the Agreement and SO.

In witness whereof the parties have executed these presents in the day and the year first above written

Signed and Delivered for
and on behalf of

M/s. _____

Date: _____

Place: _____

Signed and Delivered
for and on behalf of

M/s. _____

Date: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____



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SECTION III

5. FORMS AND FORMATS



**MAHARASHTRA NATURAL
GAS LIMITED**

**Tender for Annual Rate Contract for hiring of Construction
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CONTENTS

SR. NO. DESCRIPTION

1) LIST OF FORMS

- i) F – 1 : Bidder's General Information
- ii) F – 2 : Bid Form
- iii) F – 3 : Bidders Financial Details
- iv) F – 4 : Proforma for Bank Guarantee for EMD / Bid Security
- v) F – 5 : Letter of Authority
- vi) F – 6 : No Deviation Confirmation
- vii) F – 7 : Certificate
- viii) F – 8 : Details of Similar Work done during past five years
- ix) F – 9 : Present commitments of the Bidder
- x) F – 10 : Proforma of Bank Guarantee for Contract Performance Security

2) LIST OF FORMATS

- i) Tender Acceptance Letter
- ii) Undertaking for Land Border with India
- iii) Submission of Bid (Covering letter for Bid)
- iv) Commercial Questionnaire
- v) Bidders Acknowledgement
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FORM F-1

BIDDER'S GENERAL INFORMATION

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

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

- 1.5 Mobile Number : _____
- 1.6 Telephone Number : _____
(Country Code) (Area Code) (Telephone No.)
- 1.7 E-mail address : _____
- 1.8 Website address : _____
- 1.9 Telefax Number : _____
(Country Code) (Area Code) (Telephone No.)
- 1.10 Contact Person Details
- Name : _____
- Mobile No : _____
- Email ID : _____
- 1.11 ISO Certification, if any : _____
{If yes, please furnish details}
- 1.12 Whether Supplier / Manufacturer / Dealer / Trader / Service Provider: _____
- 1.13 Types of material / service provided _____

(Stamp & Signature of Bidder)



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FORM F-2

BID FORM

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

Dear Sir,

After examining/ reviewing the Bidding Documents for _____,
including technical specifications, drawings, General and Special Conditions of Contract and
schedule of rates etc. The receipt of which is hereby duly acknowledged, we, the undersigned,
pleased to offer to execute the whole of the Job of
_____ and in conformity with, the said Bid Document,
including Addenda Nos. (if any).

We confirm that this bid is valid for a period of four (4) months from the date of opening of
Techno-commercial Bid, and it shall remain binding upon us and may be accepted by any
time before the expiration of that period.

If our bid is accepted, we will provide the performance security equal to 10% (ten percent) of
the Annualized Contract Price / order value, for the due performance with in fifteen days of
such award.

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

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

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

(Stamp & Signature of Bidder)



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Sheet 1 of 2

FORM F-3

BIDDERS FINANCIAL DETAILS

Date: _____

Bidders Legal Name: _____

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

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

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

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

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

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

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

1. Net Worth = Reserves + Capitals – Accumulated Loss

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

(Stamp & Signature of Bidder)



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iii. Financial Data for last Audited Financial Year

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

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

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

(Stamp & Signature of Bidder)



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FORM F-4

Sheet 1 of 2

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

Bank Guarantee No. Ref: Date

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

Dear Sir(s),

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

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

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

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

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this
_____ day of _____ 2023 at _____.

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. _____

Date: _____



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

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

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



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FORM F-5

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

Date:

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

Dear Sir,

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

1) Name & Designation _____ Signature _____

2) Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

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



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FORM F-6

NO DEVIATION CONFIRMATION

EXCEPTION AND DEVIATION STATEMENT

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

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

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

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

(Stamp & Signature of Bidder)



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FORM F-7

CERTIFICATE

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

Dear Sir,

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

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

(Stamp & Signature of Bidder)



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FORM F-8

DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS

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

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

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

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

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

(Stamp & Signature of Bidder)



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FORM F-9

PRESENT COMMITMENTS OF THE BIDDER

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

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

(Stamp & Signature of Bidder)



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FORM F-10

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

TO:

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

Dear Sir,

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

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

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

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



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

Yours faithfully,

Bank

By its Constituted Attorney

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

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



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FORMAT TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date: _____

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Tender Title: _____

Dear Sir / Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any MNGL/MoP&NG/Oil Public Sector Enterprise(s) undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason thereof summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Stamp & Signature of Bidder)



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FORMAT FOR UNDERTAKING FOR LAND BORDER WITH INDIA

(To be given on Company Letter Head)

Date: _____

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

Sub: Provisions for Procurement from a Bidder which shares a land border with India

Tender No:

Tender Title:

Dear Sir,

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

Bidder to tick (✓) or (x), the appropriate option below :

(i) Not from such a country []

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

We hereby certify that, we fulfil all requirements in this regard and is eligible to be considered against the subject tender.

(Stamp & Signature of Bidder)



**MAHARASHTRA NATURAL
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FORMAT FOR SUBMISSION OF BID (COVERING LETTER FOR BID)

(To be given on Company Letter Head)

Date: _____

From:

M/s

To:

M/s Maharashtra Natural Gas Limited

Pride Purple Coronet, 2nd Floor,

Baner Road, Baner,

Pune – 411045

Sub: Provisions for Procurement from a Bidder which shares a land border with India

Tender No:

Tender Title:

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



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3. I/We agree to pay the Earnest Money and Contract Performance Bank Guarantee (CPBG) and accept the terms and conditions laid down in the memorandum below in this respect.

MEMORANDUM

- (a) General Description of Work _____

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

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

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

- (c) Contract Performance Bank Guarantee (CPBG) 10% of the annualized CONTRACT amount / order value which will be paid in the manner set out in the General Conditions of Contract.

4. Should this tender be accepted, I/We hereby agree to abide by and fulfill all terms and conditions referred to above and in default thereof, to forfeit and pay to the OWNER or its successors or its authorized nominees such sums of money as are stipulated in conditions contained in General Tender Notice and other Tender Documents.

5. I/We hereby pay the Earnest Money of Rs. _____
(Rupees _____)
in Bank Demand Draft/Bank Guarantee No. _____ issued
by _____ (name and office of the State Bank of India or
any Nationalized Bank) in favour of Maharashtra Natural Gas Limited, Pune.

6. If I/We fail to commence the work specified in the Memorandum in Para (3) above, or I/We to deposit the amount of Contract Performance Bank Guarantee (CPBG) specified in the Memorandum in (3) above, I/We agree that the said OWNER or its successors without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money in full, otherwise the said Earnest Money shall be retained by OWNER towards the Contract Performance Bank Guarantee (CPBG) specified in (3) above. The said OWNER shall also be at liberty to cancel the Notice of Acceptance of Tender if I/We fail to deposit the Contract Performance Bank Guarantee (CPBG) as aforesaid or to execute an Agreement or to start WORK as stipulated in the Tender Documents.

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

(Stamp & Signature of Bidder)



**MAHARASHTRA NATURAL
GAS LIMITED**

Tender for Annual Rate Contract for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Pune GA of MNGL.

Bid No.: MNGL/CP/2025-26/124

Sheet 1 of 2

FORMAT FOR COMMERCIAL QUESTIONNAIRE

(To be given on Company Letter Head)

Date: _____

Sub: Bidders confirmation to Commercial Questionnaire

Tender No:

Tender Title:

Note:

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

Sr. No.	MNGL's Query	Bidder's Reply/ Confirmation
1.	Confirm that your Bid is valid for 4(four) months from the last date of submission of Bid.	
2.	Confirm that the following documents are submitted with Part-I :	
i)	All documents in relevant Section as per CHECK LIST	
ii)	Schedule of Rates/ Prices without specifying the rates/ prices are submitted in unpriced part, exactly as per the priced portion submitted in Part-II. In case some of items have not been quoted, such items should be identified in blank price format.	
iii)	Addendum duly signed and stamped on each page as a token of acceptance (applicable if issued).	
3.	Rates/ amount must be filled in format for 'Schedule of Rates' enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected. In any case, Bidder shall be presumed to have quoted against the tendered description of work and the same shall be binding on the Bidder. Please confirm.	
4.	Confirm that deviation/ terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	
5.	Confirm that you have studied complete Bidding Document including Technical and commercial part and your Bid is in accordance with the requirements of the Bidding Document.	
6.	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
7.	Confirm your acceptance for 'Scope of Supply or Scope of Work' as mentioned in Bidding Document.	



**MAHARASHTRA NATURAL
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Tender for Annual Rate Contract for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Pune GA of MNGL.

Bid No.: MNGL/CP/2025-26/124

Sheet 2 of 2

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

(Stamp & Signature of Bidder)



**MAHARASHTRA NATURAL
GAS LIMITED**

**Tender for Annual Rate Contract for hiring of Construction
Supervision Agency (CSA) for City Gas Distribution Network
of Pune GA of MNGL.**

Bid No.: MNGL/CP/2025-26/124

FORMAT FOR BIDDERS ACKNOWLEDGEMENT

(To be given on Company Letter Head)

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

2.0 EARNEST MONEY DEPOSIT

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

Note:

The Indian / Domestic firms registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing Tender Fee & Bid Security, provided they are registered for the items / work they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.

3.0 DEVIATION TO STIPULATIONS

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

4.0 CONFORMANCE TO SCOPE OF WORK

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

5.0 EVALUATION OF PRICE BIDS

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

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

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

(Stamp & Signature of Bidder)



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Bid No.: MNGL/CP/2025-26/124

CHECK LIST FOR BIDDERS

Bidder is requested to fill this check list and ensure that all details/ documents have been furnished as called for in the Bidding Documents.

Sr. No.	Description	Submitted	Not Submitted
1)	Tender Acceptance Letter	<input type="checkbox"/>	<input type="checkbox"/>
2)	Undertaking for Land Border with India	<input type="checkbox"/>	<input type="checkbox"/>
3)	Submission of Bid	<input type="checkbox"/>	<input type="checkbox"/>
4)	Commercial Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
5)	Bidders Acknowledgement	<input type="checkbox"/>	<input type="checkbox"/>
6)	F – 1: Bidder's General Information	<input type="checkbox"/>	<input type="checkbox"/>
7)	F – 2: Bid Form	<input type="checkbox"/>	<input type="checkbox"/>
8)	F – 3: Bidders Financial Details	<input type="checkbox"/>	<input type="checkbox"/>
9)	F – 4: Declaration for EMD / Bid Security	<input type="checkbox"/>	<input type="checkbox"/>
10)	F – 5: Letter of Authority	<input type="checkbox"/>	<input type="checkbox"/>
11)	F – 6: No Deviation Confirmation	<input type="checkbox"/>	<input type="checkbox"/>
12)	F – 7: Certificate	<input type="checkbox"/>	<input type="checkbox"/>
13)	F – 8: Details of Similar Work done during past five years	<input type="checkbox"/>	<input type="checkbox"/>
14)	F – 9: Present commitments of the Bidder	<input type="checkbox"/>	<input type="checkbox"/>
15)	PF Registration Certificate	<input type="checkbox"/>	<input type="checkbox"/>
16)	ESIC Registration Certificate	<input type="checkbox"/>	<input type="checkbox"/>
17)	GST Registration Certificate	<input type="checkbox"/>	<input type="checkbox"/>
18)	PAN Card	<input type="checkbox"/>	<input type="checkbox"/>
19)	Goods & Service Tax Registration Certificate	<input type="checkbox"/>	<input type="checkbox"/>
20)	Power of Attorney in favour of the person who has signed the bid on stamp paper of appropriate value.	<input type="checkbox"/>	<input type="checkbox"/>
21)	Partnership Deed in case of partnership firm and Article of Association in case of limited company.	<input type="checkbox"/>	<input type="checkbox"/>
22)	A copy of SOR Instructions (without prices)	<input type="checkbox"/>	<input type="checkbox"/>
23)	BEC Technical documents for qualification	<input type="checkbox"/>	<input type="checkbox"/>

(Stamp & Signature of Bidder)



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of Pune GA of MNGL.**

Bid No.: MNGL/CP/2025-26/124

SECTION IV

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



**MAHARASHTRA NATURAL
GAS LIMITED**

Tender for Annual Rate Contract for hiring of Construction Supervision Agency (CSA) for City Gas Distribution Network of Pune GA of MNGL.

Bid No.: MNGL/CP/2025-26/124

SCOPE OF WORK (SOW)

1. **Job Title:** Construction Supervision agency (CSA) for MDPE/Steel Network & GI / Cu installation activities at Pune GA.

2. **Background:** MNGL's City Gas Distribution Project comprises Steel and Medium Pressure (MP) and Low Pressure (LP) Polyethylene (PE) pipeline network carrying natural gas at a pressure of 19 bar, 4 bar and 100 mbar respectively. The construction of this network is carried out as per applicable standards, MNGL's code of practice & statutory requirements. The network construction therefore calls for a thorough nature of site inspection, supervision and monitoring in order to ensure the specifications and requirements. Compliance to utmost safety recommendations forms a mandatory requirement whilst carrying out the job. The CSA is aimed at achieving the above and is expected to devote conscious efforts to this end in line with MNGL's organizational goals.

3. **Job coverage:**

The CSA are required to provide inspection, supervision and monitoring of the MDPE/Steel/CNG/O&M and GI/Cu network construction activity by means of constant physical presence of the Construction Supervision Engineer's (CSEs) deputed at site. The inspection agency shall be required to provide CSA services in Pune GA as per the business expansion plans of MNGL. The list given below however doesn't limit the scope and therefore any other activity(ies) related to MNGL network construction, arising out in the course of the job, shall be included in the same. Role of Construction Supervision Engineers

4. **Role of Construction Supervision Engineers:**

- 4.1 The Construction Supervision Engineer's (CSEs) deputed by the inspection agency to MNGL sites shall be responsible for discharging the following roles on a day to day basis:

Inspection, Supervision & Monitoring of all the MDPE/Steel/CNG/O&M and GI/Cu construction site related activities enlisted below in clause 5 & ensuring that the job is done as per the Tender Specifications & MNGL Code of Practices.

- 4.2 Ensuring that the statutory permits i.e. permissions from statutory authorities/RTO clearances/society permissions etc., as applicable, are in place prior to the starting of the job.
- 4.3 Giving clearance for lowering of pipelines in the trench.
- 4.4 CSEs shall maintain all the necessary pipeline inspection reports (trenching, backfilling etc.) in MNGL specified format.
- 4.5 Keeping concerned MNGL personnel constantly apprised of the site situation, difficulties / constraints emerging at site, if any and tackling them correctly. Authorization of work within two days of completion and delays from the contractor has to be reported to MNGL. Daily reporting of site activities etc. to be submitted to MNGL.



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- 4.6 Ensure all engineers deputed by the MNGL authorized agency take the site photographs on random basis using digital camera/mobile phone camera provided by the agency & submit the same to MNGL in Disks/Mail.
- 4.7 Preparation, authorization and counter-signing of the inspection reports of the entire pipeline construction activities.
- 4.8 Ensuring and verifying the test certificates and calibration certificates prior to utilization of the equipment's/items. In case of any non-compliance, the same shall be brought to the notice of MNGL.
- 4.9 Preparation, checking and counter-signing of as-built drawings/check-prints on bill to bill basis, preparation of pipe book on weekly basis and preparation of daily inspection reports.
- 4.10 The above activities are normally encountered in the routine construction work. However MNGL may entrust any other construction related activity as per the circumstances.
- 4.11 The agency shall appoint a coordinator who shall remain in constant touch with MNGL on daily basis to understand the problems and to take corrective action. The CSEs shall also attend the fortnightly held zonal safety meetings and CSA mentoring sessions conducted by our Safety department.
- 5. The scope of Engineers to ensure/comply with the following PE pipeline laying jobs:**

5.1 The Broader activities of the pipeline laying jobs are as under:

- Route survey as per planned drawing
- Cable location survey by Cat and Jenny and Cable Locator
- Taking of trial pits
- Marking out the trench
- Erecting & maintaining continuous required barricading
- Displaying & maintaining the sign boards and pictograms
- Availability of applicable personal protective equipment's to all site personnel
- Ensure all contractor personnel have valid STC cards. In case STC cards have not been issued/are beyond validity, communicate immediately to concerned PIC and Safety department
- Maintaining daily site opening and closing records
- Conducting daily tool box talk and apprising the site personnel about the possible hazards that may be encountered during the course of the job
- Ensuring strict compliance to control measures as per MNGL Life Savers and conducting daily site specific risk assessment with inclusion of additional control measures as and when required
- Excavation of the trench with hand tools, pneumatic breakers and mechanical excavators
- Dewatering/diversion of water, if applicable
- Safe stacking of the debris arising as a result of excavation while maintaining a clearance of 300 mm from the edge of the PE trench.



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- Providing temporary footways / passages for pedestrians & light traffic as required
- Providing Red flash lights in the night time to avoid accidents
- Achieving the required trench depth
- Sand padding in the trench
- Lowering the pipe
- Electro-fusion of joints
- Crossing of drains, culverts and nallahs
- Installation of isolation, tap-off and stop-off valves, GI Pipe, Cu Pipe, Meter, Regulator, Service regulator, DRS and other required equipment's
- Providing warning tape & additional protection as applicable
- Providing protection with respect to other utilities in the same trench while maintaining a 300 mm clearance from other utilities
- Installation of pipeline route markers / Plate markers
- Backfilling of the trenches
- Flushing of laid pipeline network
- Pneumatic testing of the laid pipeline network (MDPE, GI, Cu)
- Leak repairs, if any
- Commissioning of pipeline and conversion of the appliances
- Compaction of the backfilled trenches
- Restoration of the surfaces
- Permanent surface reinstatement, wherever applicable
- Preparation, checking, authorization and counter-signing of inspection reports on daily basis, pipe-book on weekly basis and as-built drawings & check-prints on bill to bill basis

CNG/Steel works:

Site Management, Inspection, supervision & Monitoring of all the Site related activities & ensuring that the job is done as per the Tender specifications & MNGL Code of Practice and as per instructions of EIC/AIC of MNGL.

O&M-Steel/PNG/After Sales works-

CSA shall be required to carry out all the activities involved/needs to be done as per instructions of EIC/AIC of MNGL.

6. Eligibility Criteria for Engineers for MNGL Sites / Operations:

The Engineers deputed by the inspection agency shall be required to fulfill the following eligibility criteria:

6.1 Qualification & Experience:

a) Qualification:

All CSA engineer shall be Full time B.E./B.Tech. from AICTE approved Engineering college

OR

Full time Engineering Diploma holder from State board approved polytechnics



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b) Experience:

For Level I CSA Engineer: candidates with a B.E./B. Tech qualification shall have a minimum of 2 years of relevant experience, while Diploma holders shall have a minimum of 3 years of relevant experience in PNG/LPG or a similar line of business.

For Level II CSA Engineer: candidates with a B.E./B. Tech qualification shall have a minimum of 3 years of relevant experience, while Diploma holders shall have a minimum of 4 years of relevant experience in PNG/LPG or a similar line of business.

For Level III CSA Engineer: candidates with a B.E./B. Tech qualification shall have a minimum of 4 years of relevant experience, while Diploma holders shall have a minimum of 5 years of relevant experience in PNG/LPG or a similar line of business.

c) Project Coordinator shall be Full time B.E./B.Tech. from AICTE approved Engineering college + 4 years experience in CGD as a CSA/TPIA/Consultant only. He shall be provided with an office in GA as per award of contract, with all the facilities for work like computer, printer with scanner facility, A4 size paper, internet connection, phone etc. He shall have a good knowledge of computer, project management tools (like MS-project, Primavera etc.), good proficiency of MS-office. Office location of the project coordinator shall be decided in consultation with concern EIC of that particular GA.

- a) In certain case, MNGL may relax minimum qualification/experience criteria for exceptional candidate based on his merit.

6.2 CV's submission and subsequent joining of CSA Engineer:

- a) CSA agency shall submit CV's as per qualification and experience criteria as per clause no. 6.1 within a week immediately after award of Service order or as per instructions of MNGL as and when required.
- b) Any delay in submission of CV's as per clause no.6.1 within a week, penalty of Rs.500 per day per CSA quantity requirement will be deducted from RA/Final bill of agency.
- c) CSA agency to ensure joining of that candidate within 15 days or as per instructions of MNGL. Penalty of Rs. 5000/- shall be applied if candidate does not join within a period of 15 days from date of confirmation from MNGL.
- d) CSA agency to ensure that after resignation of any candidate, new candidate must join immediately as per instructions of MNGL failing which penalty of Rs.500 per day per CSA quantity requirement will be deducted from RA/Final bill of agency.

6.3 General:

Language capabilities in English, Hindi & preferably local language, willingness to take on sustained site work, ethics & moral value.



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7. Safety:

- 7.1 All the personnel engaged shall undergo Safety induction & must be always present on the site with valid STC card.
- 7.2 **'NO STC NO WORK'** policies should be implemented on site. STC training & cards will be provided by safety department. The amount of training will be deducted from the party's running bill.
- 7.3 The personnel engaging for the inspection services shall ensure that all the safety requirements as per MNGL's code of practice, MNGL Life Savers and other safety requirements of MNGL are followed at site by the contractors.
- 7.4 Maintaining daily site opening and closing records and conducting daily tool box talk and apprising the site personnel about the possible hazards that may be encountered during the course of the job.
- 7.5 CSA to maintain printed Memo book (format duly approved by MNGL) to be issued to any contractors for not following the guidelines.
- 7.6 Ensure immediate reporting of safety non-compliances, near miss incidents, minor and major accidents, if any, to site PIC/EIC and safety department.
- 7.7 The personnel shall ensure that the all the requirements of permit-to-work procedures are followed at site. Any working at height related activity has to be carried out with Permit to Work at Heights and Confined Space Work Permits are maintained if trench depth > 1.2 meter.
- 7.8 All personnel shall wear appropriate PPEs i.e. Safety Shoe, Helmet, Gumboot, High Visibility Jackets, Eye Goggles, Hand Gloves, Ear Muffs etc. while visiting site.
- 7.9 Compulsory attendance at CSA Mentoring Sessions and Zonal Safety Meetings conducted by safety department, as and when scheduled.
- 7.10 CSA Engineer should be in uniform of agency or as per MNGL requirement. CSA Agency should provide the Uniform to CSE (Trouser + Shirt) at least 2 pairs for one year. MNGL will inform the Uniform colour by Mutual discussion with CSA agency.
- 7.11 CSA agency should prepare/hire/bought mobile punching application/device on their own cost's. CSA Engineer has to mark his own attendance through mobile application daily two times with mandatory location (In punch and out punch) without fail.

Any deviation in daily punching through mobile application/device at Site/office/location by respective CSA will not be considered and a penalty of Rs.1000/incident will be levied.

- 7.12 CSA Engineer may be deployed to manage/inspect more than one site simultaneously as directed by AIC/ZIC.



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- 7.13 MNGL shall impose a penalty of Rs.1000 for non-compliance of tender requirements including but not limited to MJC signed but not converted, mismatch of measurements signed Vs actual, CSA Engineer not present at site, on-submission of backfilling reports on weekly basis etc.
- 7.14 Penalty for not wearing Uniform/PPE will impose penalty of Rs. 500/incident. AIC/EIC/ZIC will be authorized to impose penalty.

8. Quality:

- Ensuring and verifying the test certificates and calibration certificates prior to utilization of the equipment's/items
- Inspection of trench dimension to the prescribed standards and its documentation
- Inspection of lowering and recording pipe length
- Inspection of bottom padding, top padding and backfilling to the prescribed standard
- Witness Pneumatic testing
- Submission of indicative "As Laid Sketch" to PIC/EIC
- Preparation, authorization, checking and counter-signing of inspection reports, Laying/Backfilling reports on daily basis and as-built drawings/check-prints on bill to bill basis
- Material inspection at MNGL store and contractors store's & site as instructed by MNGL AIC/ZIC.
- CSA Engineer presence is compulsory for following categories of work at site- GI Risers- Working at Height (WAH) like Riser installation, erection, testing, rectification & commissioning.

Last Mile Connectivity (LMC)- During testing & commissioning inside kitchen installation including MCV-II plug witnessing and ensuring.

MP & LP-During start, laying, backfilling, fusion jointing, flushing, testing & commissioning of MDPE.

9. Organization Responsibilities, Resources, Standards:

- 9.1 Provide sufficient and appropriate manpower, with clear responsibility and reporting structure to ensure that safety performance is not compromised at any cost.
- 9.2 Provide orientation training program for all its employees involved in the work.
- 9.3 Implementation of safety training of contractor personnel.
- 9.4 Setting up a mechanism for communication and feedback of safety issues and performance among its staff on the site and to company representatives.
- 9.5 Establishment of an effective structure and schedule for safety meetings involving all contractor personnel assigned to the work, to promote communications and involvement in safety matters.



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- 9.6 Complying with, and shall be able to demonstrate such compliance with
- Company Policies, Procedures and Standards

The agency shall:

- 9.7 Provide written safety procedure to cover hazardous operations available to all Contractors' personnel and Sub-contractors in their working language.
- 9.8 Ensure that all of its personnel shall abide by all Safety, rules of the Company at the site.
- 9.9 Ensure competency of its personnel in its emergency response procedure through a program of drills and testing.
- 9.10 Ensure that all tools, appliances, machines, vehicles or other equipment, are in safe working condition at all times.
- 9.11 Establish safety performance monitoring program on site that shall track and report aiming at:
- Training observes from the workforce, keeping a ratio of 1 observer/20 workforce
 - Systematically observing workforce compliance with the desired behaviors
 - Identifying workforce behaviors that have impacts on safety performance
 - Producing numerical ratio of safe/unsafe behaviors
 - Analyzing and addressing and unsafe behaviors/ trends interface with company's incident investigation and reporting requirements.
- 9.12 Provide all inputs and support as company deems necessary to ensure all safety activities that company initiates are successfully carried out and the actions arising are closed out to company satisfaction.

10. Penalties for Non Compliances:

- 10.1 Non-Compliance with STC: If any of the agency employees is found working without a valid STC card, the agency will be fined on pro-rata basis with total penalty not exceeding the 5% of the contract value.
- 10.2 If the agency employee is found engaged in any illegal work, he will be black listed from undertaking jobs of MNGL.



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10.3 Following are the additional penalties over and above PRS in case of Technical Non-compliance / deviation without prior approval from EIC:

Sr. No.	Description	Penal action on Agency (Rs.)	Penal action on TPI/Inspector (Rs.)	Remarks
1.	Occurrence of Incidence 1 st Time	Warning & Fine of Rs. 10,000	Warning by the agency to TPI/Inspector	EIC can take decision depending on severity of incident occurred irrespective of penal action mentioned herein regarding termination of TPI/Inspector.
2.	Occurrence of Incidence 2 nd Time	-----do-----	Warning by the agency to TPI/Inspector	
3.	Occurrence of Incidence 3 rd Time	-----do-----	Termination of TPI/Inspector if the incident occurs thrice by the same person.	
4.	Occurrence of Incidence 4 th Time	-----do-----	Warning by the agency to TPI/Inspector	
5.	Occurrence of Incidence 5 th Time	Warning & fine of Rs.50,000/-	Warning by the agency to TPI/Inspector	
6.	Occurrence of Incidence 6 th Time	Termination of the contract with immediate effect and agency shall be put on holiday for next 5 years. along-with penalty of amount Rs. 1,00,000/-		

11. Other Terms and Conditions:

- 11.1 All inspectors deployed shall have motorcycle compulsory with driving licenses.
- 11.2 These services have to be provided as and when required by the company.
- 11.3 No other charges except those indicated in the SOR shall be paid.
- 11.4 MNGL reserves the right to disqualify from work any operative nominated by the inspection agency who fails to achieve the required standards. MNGL may require the agency personnel to undergo periodic reassessment, refresher or update training.



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- 11.5 Non compliance may lead to stoppage of work / cancellation of contract / forfeiture of security deposit at MNGL's sole discretion.
- 11.6 The successful bidder shall submit to the concerned Project Coordinator, the bio- data of the technical personnel who shall carry out the services. These technical personnel shall carry out the services only after approval of the Project Coordinator. In certain cases, MNGL may relax minimum qualification criteria for exceptionally experienced personnel.
- 11.7 No payments against the bills raised shall be released until and unless the Project Coordinator is deployed
- 11.8 The test reports and deviation statements have to be submitted as per standard Performa to be provided by MNGL.
- 11.9 Each and every personnel selected shall have to obtain STC (Safety & Technical Competency) certificate. To obtain STC certificate, each & every CSE shall have to undergo STC assessment on chargeable basis at the institute approved by the MNGL. The charges for STC assessment shall be borne by the agency / amount will be deducted from the running bill of agency.
- 11.10 1 No. Fluorescent Jacket should also be provided by the agency to all its personnel. All the accessories to be supplied by the agency shall be of good quality and in a workable condition such that the purpose of usage of the safety devices is not defeated.
- 11.11 Payment to the engineers / inspectors should be disbursed on or before 7th day of the following month of every month of work done. In case of non-payment, MNGL shall impose a penalty Rs.500 per Engineer per week and shall be deducted from agency's RA/Final Bill.
- 11.12 In case the agency personnel fail to deliver the requisite engineering services in time, MNGL has the liability to deduct the charges from the agency's bill on pro- rata basis.
- 11.13 The agency shall be liable for all statutory compliances as required under various laws / enactment / rules / provisions etc other relevant acts, rules and regulations enforced from time to time.
- 11.14 The Agency shall be solely responsible for against all charges, dues, claim, etc. arising out of the disputes relating to the dues and employment of Engineer, if any, deployed by him.
- 11.15 One coordinator shall be deployed by the agency for the requisite number of engineers, whose role will be to resolve day to day problems arising and during the course of contract.
- 11.16 Reliever CSA engineer shall be provided in case the leave /absence of regular CSA engineer. Prior approval for any leave to be taken by each leave by CSA engineer.



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- 11.17 It is expected that at peak of project more nos. of Engineers shall be required to be deployed at site for carrying out services as specified in Scope of Work.
- 11.18 The agency shall quote at SOR item no.1, 2 and 3 for providing Inspection and Engineers services by the bidder. Apart from this, the agency shall provide Safety Accessories given at clause 11.21 of proper quality to each personnel.
- 11.19 The Agency shall discharge obligations as provided under various statutory encasements including the employee provident fund and Miscellaneous Provisions Act, Contract Labour (R&A) Act, Minimum Wages Act, and other relevant acts, rules and regulations enforced from time to time.
- 11.20 Quarterly Performance Evaluation of the CSA engineer shall be carried out by the concerned PIC/EIC and necessary actions shall be taken based on the short- comings observed in the performance evaluation.
- 11.21 Safety Accessories:
- Safety shoes – 1 pair
 - Safety helmet – 1 no.
 - Safety goggles – 1 no.
 - Safety gloves – 1 pair
 - Ear Muff – 1 no.
 - Fluorescent jackets – 1 no.

Any CSA found working without above mentioned safety accessories a penalty of Rs.1000/- per incidence will be deducted from RA/Final bill of that agency as per the instructions of MNGL AIC/ZIC/EIC.



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Health, Safety, Environmental Requirements

It is MNGL's objective policy to ensure that potential health and safety factors and environmental effects are assessed for all products, projects and activities and acquisitions. For projects this is implemented by staged audits of health, safety and environmental aspects from concept stage to post commissioning in order to determine any shortcomings or non compliance. All Construction Supervision Engineers must ensure safety during inspection and mandatory use their own Personal Protective Equipments while carrying out supervision / inspection. MNGL in no way shall be responsible for any miss-happenings. **For safety purpose, the insurance of Construction Supervision Engineers deployed at all places including sites will be in Bidder's scope as per applicable laws for which Bidder shall be solely responsible. A copy of the said insurance policy shall be furnished to MNGL before starting work.**



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SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 DEFINITIONS

In addition to meaning ascribed to certain capitalized terms in Section IV "GCC", following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section IV "GCC", the meaning ascribed to such term hereunder shall prevail:

Definitions

"Bid / Tender Documents" shall mean documents issued to the bidder pursuant to IFB and listed in ITB.

"Effective Date" shall mean the date on which Contractor's obligations will commence and that will be date of Letter of Award (LOA) / Service Order (SO).

'CONSTRUCTION SUPERVISION AGENCY' referred in Bid Document may be read as 'Construction Supervision Agency (CSA) for supervision / inspection of laying of PE pipeline and GI / Cu installation activities for CGD Projects of MNGL.

Interpretations / Amendments from GCC:

- i) Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the GCC and SCC provisions shall prevail to the extent of such repugnancy, or variations exist.
- ii) In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- iii) Notwithstanding the sub-division 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 Agreement so far as it may be practicable to do so.
- iv) All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- v) Refer Article 3.6.1 of 'GCC' : Contract Performance Bank Guarantee (CPBG) shall be valid for 3 Months after the issuance of the provisional acceptance certificate of the contract as per Article 3.15.2 of 'GCC'.
- vi) Bidder to refer Article 3.8.2 of General Conditions of Contract of the Bid Document. Prices shall be inclusive of all Taxes & Duties as applicable except Goods & Service Tax. No variation including statutory in taxes & duties will be payable by Owner to the CONSTRUCTION SUPERVISION AGENCY, however Goods & Service Tax will be reimbursed to bidder by the Owner extra at actuals against documentary evidence for the amount for which cenvatable documents are submitted by the Bidder to the Owner to enable Owner to avail cenvat benefits.



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2.0 Schedule of Rates (SOR):

Minimum floor price for each SOR item is mentioned below:

SOR Item No.	Minimum Floor Price
1	Rs. 33000/-
2	Rs. 36000/-
3	Rs. 40000/-

In the event that the bidder quotes a price lower than the minimum floor price mentioned above for the respective SOR, such bid shall be rejected.

Each SOR unit rate inclusive of the fixed monthly salary of the engineer inclusive of components Basic, HRA, Bonus, ESIC, and the employer/service provider's PF contribution, Professional tax, Mediclaim charges etc., along with all associated costs such as administrative expenses, overheads, PPE kit cost, profit, recruitment costs, insurance premiums, bank charges, and any other expenses that may be incurred by the agency during the contract period.

MNGL will not pay any extra amount other than SOR.


3.0 ORDER OF PRECEDENCE

In case of an irreconcilable conflict amongst General Conditions of Contract, Special Conditions of Contract, Specifications or Price Schedule / Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- i) Letter of Acceptance / Service Order / Contract Agreement.
- ii) Instruction to Bidders
- iii) Special Conditions of Contract.
- iv) Scope of Work
- v) General Conditions of Contract.

3.0 TERMS OF CSA PAYMENT

- 3.1 All the relevant clauses of General Conditions of Contract, Instructions to Bidders & Special Conditions of Contract shall be applicable.
- 3.2 Payment shall start only after signing of Contract Agreement & Receipt of Contract – cum- Performance Bank Guarantee as per Tender document.
- 3.3 Payments will be made on the man-month rate on monthly basis through at par cheque.
- 3.4 100% of the man-month rate shall be payable against the man-month spent during inspection / supervision work.

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- 3.5 The CSA shall be responsible to submit the invoices through MNGL and retain receipt on submission. Owner shall endeavor to release payments within 30 days for the bills raised by the CSA.
- 3.6 Invoicing: The CSA shall submit their Cenvatable invoice to MNGL as detailed herein:

For man-months

<i><u>Sl.</u></i>	<i><u>Invoice Covering</u></i>	<i><u>Submitted To</u></i>	<i><u>Remarks</u></i>	<i><u>Paying Authority</u></i>
1.	Supervision, Expedition, Inspection, etc. of Construction / Laying Site activities of MDPE/Steel CNG&MP & GI –Mtr- Cu installation including Pre commissioning, Commissioning activities and all associated others activities.	EIC	Time sheet to be certified by MNGL Site In charge for respective Spreads/ Project Manager.	Dy. General Manager/ GM (F&A)MNGL, Pune
2	Invoice for CSA Project Office Coordinator	EIC	Time sheet to be certified by EIC / Site-In-Charge / Project Office Coordinator	-DO-

- ❖ Reference Number shall be mentioned in the invoice.
- ❖ The invoice shall accompany the Duly Certified Copy of the time sheets from the respective In-charges as mentioned above.
- ❖ The CSA Coordinator will maintain record / log for man-months consumed under different SOR items and circulate the same with monthly report.

Note :

1. Bidder's RA bill shall be processed after verification of following labor compliances:
 - a. Labour Licence - THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970
 - b. Wages Register in Form 17 - THE CONTRACT LABOUR (R & A) Central Rules, 1971, (Monthly)
 - c. Muster Roll - THE CONTRACT LABOUR (R & A) Central Rules, 1971, (MONTHLY - Form 16)
 - d. Register of Fine, Advance & Overtime (Form 21, Form 22 & Form 23) - THE CONTRACT LABOUR (R & A) Central Rules, 1971, (MONTHLY - If any deduction shows in the Wage register)
 - e. Wage payment proof - Monthly wages payment statement [Payment should be made ONLY by Cheque / Bank Transfer]
 - f. EPF Challan with ECR Statement - The Provident Fund Act, 1952 (MONTHLY- On or before 15th Every month)
 - g. Labour Welfare Fund Return - The Maharashtra Labour Welfare Fund Act, 1953 (Six Monthly - June & December) Payment of Bonus - The Payment of Bonus Act, 1965 (ANNUAL - Payment proof, Form - C & Form - D)



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- i. ESIC Challan & ECR Statement - Employee State Insurance Act, 1948 (MONTHLY- On or before 21th Every month)
- j. WCP Policy - As per Employee Compensation Act, 1923 - Annual payment (if Contract Employee Wages is more than Rs. 21,000/- per month)
2. All the bidders shall fulfil the above labor compliances, otherwise their invoice claims against the executed works shall not be processed.
- 3.7 **PAYING AUTHORITY:** The Paying Authority will be Dy. General Manager/General Manager (F&A), MNGL, Pune for all invoices.
- 3.8 **MAN DAY RATE:** The Agency shall note that daily man day working hours shall be flexible, and the time duration may vary from day to day depending on different site requirements. However, the Agency must ensure compliance with all applicable statutory provisions related to working hours.
 - ❖ The man day rate will be same for all the days of the week (including holidays / Sunday)
 - ❖ The man day rate for the duration of travel / mobilization / demobilization / local travel to reach place of work etc. shall not be paid.

Man month rate is based on 26 working days in a month and shall be considered for calculating the part of man month charges.

For February month, man month rate is based on 25 working days in a month.

3.9 DEDUCTION AT SOURCE:

- i) Owner will release the payment to the CONSTRUCTION SUPERVISION AGENCY after effecting deductions as per applicable law in force.
- ii) Owner will release payments to the CONSTRUCTION SUPERVISION AGENCY after offsetting all dues to the Owner payable by the CONSTRUCTION SUPERVISION AGENCY under the Contract.

3.11 Contract Period

Contract period shall be 1 year from the date of Service Order (SO). Further extendable for another 6 (Six) Months on same terms and conditions at the sole discretion of MNGL

3.12 MOBILISATION PERIOD:

The deployment for the services shall be within 15 days from the date of Service Order / as per intimation of EIC. In case of failure, MNGL reserves the right to cancel the contract.



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SCHEDULE OF RATES (SOR)

SOR No.	Item Description	Unit	Quantity
1	Supervision, Expedition, Inspection, etc. of Construction / Laying Site activities of MDPE/Steel / Pipeline/CNG/O&M & GI-Mtr-Cu installation including Pre-commissioning, Commissioning activities and all associated other activities at Pune GA		
1.01	Level I CSA (Experience as per clause no.6.1 of scope of work) Note: Minimum floor price for this SOR will be Rs. 33000 per engineer per month	Man Month	937
1.02	Level II CSA (Experience as per clause no.6.1 of scope of work) Note: Minimum floor price for this SOR will be Rs. 36000 per engineer per month	Man Month	562
1.03	Level III CSA (Experience as per clause no.6.1 of scope of work) Note: Minimum floor price for this SOR will be Rs. 40000 per engineer per month	Man Month	374



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SECTION - V

7. SCHEDULE OF RATES (SOR) – INSTRUCTIONS



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SCHEDULE OF RATES (SOR) - INSTRUCTIONS

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

Note:

- a. Bidder is cautioned that rates are to be quoted in financial bid only i.e., in SOR excel sheet and to be uploaded on above mentioned portal, revealing the rates elsewhere i.e., other than financial bid will result in rejection of the bid.
- b. Evaluation and Award of Contract shall be done as per methodology specified in Annexure I to IFB of tender document.
- c. Quoted unit rates shall be inclusive of all other charges except GST.
- d. Allowed decimal points in unit rate shall be up to 2 (two) decimal points. Unit rate quoted in negative shall lead to rejection of the bid.
- e. Taxes & Duties if any shall be indicated clearly in your quotation and total amount should be inclusive of all taxes etc.
- f. "Prices quoted shall be inclusive of all taxes / duties and nothing extra shall be payable by the owner except for statutory variation in Goods & service tax rate during the contractual period. Bidder shall note that any error in estimating these taxes & Duties (GST) will be to Bidder's Account".

(Stamp & Signature of Bidder)