



MAHARASHTRA NATURAL GAS LIMITED


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

**CNG & CITY GAS DISTRIBUTION PROJECT
FOR NASHIK GA**

**Bid document for
Appointment of an agency for supply and Installation of
AutoCAD LT 2023 commercial new Single-user
Electronic License delivery (3 year subscription) on
system of MNGL CNG-Nashik team for drafting work**

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


Bid Document No.: MNGL/CP/2022-23/69 Dt: 01.08.2022

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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CONTENTS


VOLUME I OF II

- PART – A**
- 1. INVITATION FOR BIDS**
 - 2. ACKNOWLEDGEMENT CUM CONSENT LETTER**
 - 3. SUBMISSION OF BID**
- PART – B**
- 1. INSTRUCTION TO BIDDERS**
 - 2. ANNEXURES TO INSTRUCTIONS TO BIDDERS**

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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PART - A

1.0 INVITATION FOR BIDS (IFB)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work Bid No.: MNGL/CP/2022-23/69
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**SECTION-I
INVITATION FOR BIDS (IFB)**


BID DOCUMENT NO.: MNGL/CP/2022-23/69

Date: 01.08.2022

M/s Maharashtra Natural Gas Ltd., Pune invites online bids (Technical & Financial) **UNDER SINGLE 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/2022-23/69 dated 01.08.2022
ITEM(S)	Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	As per Scope of Work of Vol II of II of tender document
EARNEST MONEY/ BIDSECURITY	Not applicable
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	Not applicable
Bid submission due date and time	08.08.2022 till 15:00 Hrs. IST
Bid Submission at	https://etenders.gov.in
Techno-commercial bid opening date and time	09.08.2022 at 16:00 Hrs. IST
Price bid opening date and time	Date and time shall be intimated later
Address for submission of EMD/Bid Security and venue for pre-bid meeting and opening of bids	Asst. Manager (C&P) C&P Department, Maharashtra Natural Gas Limited, Pride Purple Coronet, 2 nd Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000/1156 Email: kavita.sadaphule@mngl.in
BID EVALUATION CRITERIA	As per Annexure – I to IFB

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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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.

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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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.

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.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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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.
- 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) Delivery Period
 - v) Terms of Payment
 - vi) Force Majeure
 - vii) Resolution of Dispute/Arbitration
 - viii) Termination of Contract,
 - ix) Warranty and Guarantee
 - x) Offer not submitted for complete scope of work
 - xi) Firm prices
 - xii) Prices not quoted as per Schedule of Rates formats.
 - xiii) Bidder have been banned by Government of India or any its Agency/ Undertaking/ Department of Government of India.
 - xiv) Bidder is under liquidation.
 - xv) 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

Kavita Sadaphule
Asst. Manager (C&P)

Encl. 1. Vol.-I of II & Vol.-II of II of the Bid Document.

Note: Please confirm your intention to quote or not within 3 (Three) days. In case not intending to quote then please give your valuable feedback to us.


 MAHARASHTRA NATURAL GAS LIMITED	Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work Bid No.: MNGL/CP/2022-23/69
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ANNEXURE-I to IFB

1.0 EVALUATION AND AWARD OF WORK:

Evaluation of the bids shall be done on overall least cost basis to the purchaser.

Note: In case of tie for L1 bidder i.e. if more than 1 bidder quote same rate, then order shall be placed on the basis of highest turnover in any one of the preceding 03 financial years i.e. 2019-20, 2020-21 & 2021-22 amongst the bidders.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work Bid No.: MNGL/CP/2022-23/69
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**Annexure- I to IFB
FORMAT-A**

ANNUAL TURNOVER

Applicant's Legal Name :

Date:

Tender No.:

Page of

Each bidder must fill in this form (Single Entity)


Annual Turnover data for the last 3 audited financial years.

Year	Currency	Amount	Exchange Rate (*)	Amount (INR) (*)
Year 1:				
Year 2:				
Year 3:				

1. The information supplied should be the – Annual Turnover of the applicant.
2. A brief note should be appended describing details as per audited results.
3. Indicate Financial year if it is different from April to March.

Signature of Bidder

(*) To filled by Owner

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work Bid No.: MNGL/CP/2022-23/69
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**Annexure- I to IFB
FORMAT-B**

FINANCIAL SITUATION

Applicant's Legal Name :

Date:

Tender No.:

Page of

**Each bidder must fill in this form
FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR**


Sl. No.	Description	Year		
		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.


- All such documents reflect the financial situation of the bidder, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant
- Historic financial statements must be complete, including all notes to the financial statements
- Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial period shall be requested or accepted).

Signature of Bidder

(*) Applicable for foreign bidders to be filled by Owner.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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2.0 ACKNOWLEDGEMENT CUM CONSENT LETTER

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work Bid No.: MNGL/CP/2022-23/69
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ACKNOWLEDGEMENT CUM CONSENT LETTER

To,
M/s Maharashtra Natural Gas Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
Ph.No. : 91-20-25611000
E-mail : kavita.sadaphule@mngl.in

Kind Attn: Kavita Sadaphule, Asst. Manager (C&P)

Sub:

Dear Sir,

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

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


- I) POSTAL ADDRESS : _____

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

- b) Contact Person at Pune, if any:-

- I) POSTAL ADDRESS : _____

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

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

Reasons for non-submission of Bid:

COMPANY'S NAME : _____

SIGNATURE : _____


NAME : _____

DESIGNATION : _____


DATE : _____

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

(SIGNATURE OF BIDDER)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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3.0 SUBMISSION OF BID

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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SUBMISSION OF BID


From:

M/s

To:

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

1. I/We hereby tender for execution of the WORKS of **Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work** as per TENDER DOCUMENT within the Time Schedule of completion of work for jobs, as separately signed and accepted by me/us, at the Schedule of Rates quoted by me/us for the whole work in accordance with Notice / Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates of Completion of Job, and other documents and papers, all as detailed in the Tender documents.
2. It has been explained to me/us that the time stipulated for jobs and completion of WORKS in all respects and in different stages mentioned in the "Time Schedule" of completion of jobs and signed and accepted by me/us in the essence of the CONTRACT. I/We agree that in the case of failure on my/our part to strictly observe the Time of Completion mentioned for jobs or any of them and to the Final Completion of WORK in all respects according to the schedule set out in the said "Time Schedule" of completion of jobs. I/We shall pay compensation to the OWNER as per provisions and stipulations contained in General Conditions of Contract and I/We agree to recovery being made as specified therein. In exceptional circumstances, extension of time which shall always be in writing may, however, be granted by the Engineer-in-Charge at his entire discretion for some items of work, and I/We agree that such extension of time will not be counted for the extension of completion dates stipulated for job and for the Final Completion of WORK as stipulated in the said "Time Schedule" of completion of jobs.
3. I/We agree to pay the Earnest Money and Contract Performance Bank Guarantee (CPBG) and accept the terms and conditions laid down in the memorandum below in this respect.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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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) 3% of the CONTRACT amount 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.

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

Dated the _____ day of _____ 2022


Witness:

Name in Block Letters:


Address:

Yours faithfully,
Signature of Tenderer(s) with the
seal of the Firm.


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

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PART – B

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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1.0 INSTRUCTION TO BIDDERS (ITB)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work Bid No.: MNGL/CP/2022-23/69
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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 III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

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SEARCHING FOR TENDER DOCUMENTS


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

PREPARATION OF BIDS:

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

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


- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**

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

SUBMISSION OF BIDS:

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

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work Bid No.: MNGL/CP/2022-23/69
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Bidders shall download the Schedule of Quantities & Prices i.e. Schedule of Rates, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.


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

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

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


ASSISTANCE TO BIDDERS:

- (i) Any queries relating to the tender document and the terms and conditions

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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A. GENERAL

1. Scope of Bid

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

2. Eligible Bidders

- 2.1 Bidders shall, as part of their bid, submit duly executed power of attorney authorizing the signatory of the bid to bind the bidder.

3. One Bid per Bidder

- 3.1 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.
- 3.2 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.


- 3.3 Alternative Bids shall not be considered.
- 3.4 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.

4. Cost of Bidding

- 4.1 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.

5.0 SITE VISIT

- 5.1 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.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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- 5.2 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.


PREPARATION OF BIDS

6. Language of Bid

- 6.1 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.

7. Bid Prices

- 7.1 The Prices should be quoted in INR only.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 Alternative bids shall not be considered.
- 7.8 Conditional discount, if offered, shall not be considered for evaluation.
- 7.9 The bidder shall have to raise the Cenvatable invoice.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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8. SUBMISSION OF BIDS

9.0 DEADLINE FOR SUBMISSION OF BID

9.1 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.

9.2 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.

10.0 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.


11. Corrupt or Fraudulent Practices

11.1 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.


12. 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.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

- II. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India
- 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:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. 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

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work Bid No.: MNG/CP/2022-23/69
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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 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.


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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- 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.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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LIST OF FORMATS

{Annexure – I TO Instruction to Bidder (ITB)}

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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CONTENT

Sl. No.	Description
1)	F-1 : Bidder's General Information
2)	F-2 : Bid Form
3)	F-3 : List of Enclosures
4)	F-3A : Financial Detail
5)	F-5 : Letter of Authority
7)	F-6 : No Deviation Confirmation
8)	F-7 : Certificate

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work Bid No.: MNGL/CP/2022-23/69
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**F-1
BIDDER'S GENERAL INFORMATION**

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

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

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

(SIGNATURE OF BIDDER WITH SEAL)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work Bid No.: MNGL/CP/2022-23/69
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**F-2
BID FORM**

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

Dear Sir,

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

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

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

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


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

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

SEAL AND SIGNATURE
DATE: _____

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)
WITNESS NAME:
ADDRESS:

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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**F-3
LIST OF ENCLOSURES**


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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work Bid No.: MNGL/CP/2022-23/69
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**F-3A
FINANCIAL DETAIL**

EACH BIDDER MUST FILL IN THIS FORM

a) Annual Turnover data for the last 3 years.

Year	Currency	Amount	Ex. Rate (*)	Amount (INR) (*)
Year 1				
Year 2				
Year 3				

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


b) Annual Net-worth data for the last 3 years.

Year	Currency	Amount	Ex. Rate (*)	Amount (INR) (*)
Year 1				
Year 2				
Year 3				

1. Net Worth = Reserves + Capitals – Accumulated Loss

(SEAL AND SIGNATURE OF BIDDER)

(*) To be filled by Employer

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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**F-5
LETTER OF AUTHORITY
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES**

No.:

Date:

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

Dear Sir,

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

- 1) Name & Designation _____ Signature _____
- 2) Name & Designation _____ Signature _____

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

Yours faithfully,

Signature


Name & Designation

For and on behalf of

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

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

F-6

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work Bid No.: MNGL/CP/2022-23/69
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NO DEVIATION CONFIRMATION

(Tender/ Bid Document No. _____)

EXCEPTION AND DEVIATION STATEMENT

NAME OF WORK:

BID DOCUMENT NO. :


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

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

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____
& SEAL

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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**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.'

(SEAL AND SIGNATURE OF BIDDER)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work Bid No.: MNGL/CP/2022-23/69
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FORMAT FOR TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name _____ of _____ Tender _____ / _____ Work: _____ -

Dear Sir / Madam,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

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

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


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

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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PART-C

GENERAL CONDITIONS OF CONTRACT (GCC-WORKS)


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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TABLE OF CONTENTS

GENERAL CONDITIONS OF CONTRACT

SECTION-I (DEFINITIONS)


- 1.0 Definition of Terms

SECTION-II (GENERAL INFORMATIONS)

- 2.0 General Information
- 2.1 (a) Location of Site
(b) Access by Road
- 2.2 Scope of Work
- 2.3 Water Supply
- 2.4 Power Supply
- 2.5 Land for Contractor's field office, Godown and Workshop
- 2.6 Land for Residential Accommodation


SECTION-III (GENERAL INSTRUCTIONS TO TENDERERS)

- 3.0 Submission of Tender
- 4.0 Documents
- 4.1 General
- 4.2 All pages to be initialed
- 4.3 Rates to be in figures and words
- 4.4 Corrections and Erasures
- 4.5 Signature of Tenderer
- 4.6 Witness
- 4.7 Details of Experience
- 4.8 Liability of Government of India
- 5.0 Transfer of Tender Documents
- 6.0 Earnest Money
- 7.0 Validity
- 8.0 Addenda/Corrigenda
- 9.0 Right of Employer to Accept or Reject Tender
- 10.0 Time Schedule
- 11.0 Tenderer's Responsibility
- 12.0 Retired Government or Company Officers
- 13.0 Signing of the Contract
- 14.0 Field Management & Controlling/Coordinating Authority
- 15.0 Note to Schedule of Rates
- 16.0 16.1 Policy for Tenders under consideration
16.2 Zero Deviation
- 17.0 Award of Contract
- 18.0 Clarification of Tender Document
- 19.0 Local Conditions
- 20.0 Abnormal Rates

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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SECTION-IV (GENERAL OBLIGATIONS)

21.1	Priority of Contract Documents
21.2	Headings & Marginal Notes
21.3	Singular and Plural
21.4	Interpretation
22.0	Special Conditions of Contract
23.0	Contractor to obtain his own information
24.0	Contract Performance Security
25.0	Time of Performance
25.1	Time for Mobilization
25.2	Time Schedule of Construction
26.0	Force Majeure
26.1	Conditions for Force Majeure
26.2	Outbreak of War
27.0	Price Reduction Schedule
28.0	Rights of Employer to forfeit Contract Performance Security
29.0	Failure by the Contractor to comply with the provisions of the contract
30.0	Contractor remains liable to pay compensation if action not taken under Clause 29.0
31.0	Change in Constitution
32.0 -A	Termination of Contract for Death
32.0-B	Termination of Contract for Liquidation, Bankruptcy etc.
32.0-C	Termination of Contract for Non-Performance and subsequently putting the Contractor on Holiday
33.0	Members of the Employer not individually liable
34.0	Employer not bound by personal representations
35.0	Contractor's office at site
36.0	Contractor's subordinate staff and their conduct
37.0	Sub letting of Works
	i) Sub contracts for Temporary works etc.
	ii) List of sub-contractors to be supplied
	iii) Contractor's liability not limited by Sub-Contractors
	iv) Employer may terminate sub contracts
	v) No remedy for action taken under this clause
38.0	Power of Entry
39.0	Contractor's responsibility with Mechanical, Electrical, Intercommunication System, Air Conditioning Contractors and other agencies
40.0	Other Agencies at site
41.0	Notices
41.1	To the Contractor
41.2	To the Employer
42.0	Rights of various Interests
43.0	Patents and Royalties
44.0	Liens
45.0	Delays by Employer or his authorized agents
46.0	Payments if Contract is terminated
47.0	No waiver of Rights
48.0	Certificate not to affect Right of Employer and Liability of Contractor

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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49.0	Languages & Measures
50.0	Transfer of Title
51.0	Release of Information
52.0	Brand Names
53.0	Completion of Contract
54.0	Spares

SECTION-V (PERFORMANCE OF WORK)

55.0	Execution of Work
56.0	Co-ordination and Inspection of work
57.0	Work in Monsoon & Dewatering
58.0	Work on Sundays & Holidays
59.0	General Conditions for construction & Erection Work
60.0	Alterations in specification, Design & Extra Work
61.0	Drawings to be supplied by the Employer
62.0	Drawings to be supplied by the Contractor
63.0	Setting out works
64.0	Responsibility for Levels and Alignment
65.0	Materials to be supplied by contractor
66.0	Stores supplied by Employer
67.0	Conditions for issue of material
68.0	Materials Procured with assistance of Employer/Return of surplus
69.0	Materials obtained from dismantling
70.0	Articles of Value found
71.0	Discrepancies between instructions
72.0	Action where no specification is issued
73.0	Inspection of Works
74.0	Tests for Quality of Works
75.0	Samples for approval
76.0	Action and Compensation in case of bad work
77.0	Suspension of Work
78.0	Employer may do part of work
79.0	Possession prior to completion
80.0	Twelve months period of liability from the date of issue of completion certificate
80.3	Limitation of Liability
81.0	Care of Works
81.1	Defects prior to taking over
81.2	Defects after taking over
82.0	Guarantee/Transfer of Guarantee
83.0	Training of Employer's personnel
84.0	Replacement of Defective parts & materials
85.0	Indemnity
86.0	Construction Aids, Equipments, Tools & Tackles

SECTION-VI (CERTIFICATES AND PAYMENTS)

87.0	Schedule of Rates and Payments
i)	Contractor's Remuneration
ii)	Schedule of Rates to be inclusive
iii)	Schedule of Rates to cover construction

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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	equipment, materials, labour etc.
iv)	Schedule of Rates to cover Royalties, Rents and claims.
v)	Schedule of Rates to cover taxes & duties
vi)	Schedule of Rates to cover risks of delay
vii)	Schedule of Rates cannot be altered
88.0	Procedure for Measurement and billing of works in progress
88.1	Billing Procedure
88.2	Secured Advance on materials
88.3	Dispute in mode of measurement
88.4	Rounding of Amounts
89.0	Lump sum in Tender
90.0	Running Account Payments to be regarded as advances
91.0	Notices of Claims for Additional Payments
92.0	Payment of Contractor's bills
93.0	Receipt for Payment
94.0	Completion Certificate
94.1	Application for Completion Certificate
94.2	Completion Certificate
94.3	Completion Certificate Documents
95.0	Final Decision & Final Certificate
96.0	Certificate and Payments No evidence of completion
97.0	Deduction from Contract Price

SECTION-VII (TAXES AND INSURANCE)


98.0	Taxes, Duties, Octroi etc.
99.0	Sales Tax/Turnover Tax
100.0	Statutory Variations
101.0	Insurance
101.1	General
i)	Employees State Insurance Act
ii)	Workmen Compensation and Employee's Liability Insurance
iii)	Accident or injury to workmen
iv)	Transit Insurance
v)	Automobile
vi)	General Liability
vii)	Any other Insurance required under law or regulations by Employer
102.0	Damage to Property or to any Person or any Third Party

SECTION-VIII (LABOUR LAWS)

103.0	Labour laws
104.0	Implementation of Apprentices Act 1961
105.0	Contractor to indemnify the Employer
106.0	Health and Sanitary Arrangement for worker

SECTION-IX (APPLICABLE LAWS AND SETTLEMENT OF DISPUTES)

107.0	Arbitration
108.0	Jurisdiction


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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SECTION-X (SAFETY CODES)

109.0	General
110.0	Safety Regulations
111.0	First Aid and Industrial Injuries
112.0	General Rules
113.0	Contractor's barricades
114.0	Scaffolding
115.0	Excavation and Trenching
116.0	Demolition/General Safety
117.0	Care in Handling Inflammable Gas
118.0	Temporary Combustible Structures
119.0	Precautions against Fire
120.0	Explosives
121.0	Mines Act
122.0	Preservation of Places
123.0	Outbreak of Infectious diseases
124.0	Use of intoxicants

ANNEXURES TO GCC

1. Proforma for Indemnity Bond for Advance against material
2. Proforma of Agreement

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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General Conditions of Contract

Section- I. Definitions

1. **DEFINITIONS OF TERMS :**


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

- 1) The OWNER/COMPANY/PRINCIPAL EMPLOYER/MNGL mean MAHARASHTRA NATURAL GAS LIMITED having its Registered & Corporate office at Pride Purple Coronet, 301-302, Second Floor, Baner Rd, Above Bata Showroom, Baner, Pune – 411045 and includes its successors and assigns.
- 2) The "CONTRACTOR" means the person or the persons, firm or company or Corporation whose tender has been accepted by the OWNER and includes the CONTRACTOR'S legal Representatives his successors and permitted assigns.
- 3) The "Officer-in-charge / Engineer-in-charge" shall mean the person/ persons designated from time to time by the MNGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 4) The "WORK" shall means and include all items and things to be supplied/done and services activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
- 5) "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 6) The "SUBCONTRACTOR- means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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Officer-in-charge, and the legal representatives, successors and permitted assigns of such person, firm or company.

- 7) The "CONTRACT" shall mean the Agreement between the OWNER and the CONTRACTOR for the execution of the works including therein all contract documents.
- 8) The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the OWNER.
- 9) The "ALTERATION ORDER" means an order given in writing by the Officer-in-charge to effect additions to or deletions from and alteration in the works.
- 10) The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the OWNER.
- 11) "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally) or otherwise proved to have been received by the addressee by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 12) "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 13) "FAX/LETTER OF INTENT" shall mean an intimation by a FAX/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
- 14) "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 15) "WORKING DAY" means any day which is not declared to be holiday or rest day by the OWNER.
- 16) "WEEK" means a period of any consecutive seven days.
- 17) "VALUE OF CONTRACT" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work.


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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2. The contractor hereby confirms that he has already inspected the work site has clearly assessed the nature and extent of work and the conditions under which it will be carried out.
3. Contractor hereby agrees to provide services and necessary supervision to carry out the work set down in the Schedule of works which forms part of this contract in accordance with the conditions of contract laid down in this part of the contract read in conjunction with specific instructions given in part of this contract by utilizing the materials / services if any, agreed to be given by the Company and listed in Annexure. The contractor has to provide necessary services to carry out the work. The work executed shall be to the satisfaction of MNGL, and contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary and for its completion in an efficient and workman like manner.
4. The rates agreed herein shall remain firm till the expiry of the contract and extended period. The contractor shall not be entitled to any increase or revision (except Statutory) or any other right or claim whatsoever by way of representation, explanation or statement or elect to have been given away by any employee representation or any undertaking or promise given or elect to have been given by any employee of the company or due to contractor's own ignorance or on account of any difficulties or hardship faced by him. His rates are all inclusive. However, GST as imposed by State / Central Govt. if applicable, shall be payable by MNGL at actual subject to submission of GST regn. No.
5. All persons deployed by the contractor shall be on his pay roll and should pay wages, PF contribution and Bonus as prescribed by Govt. and the company have no liability whatsoever in this regard. The persons deployed by the contractor shall remain under his control, supervision & discipline. The CONTRACTOR shall have the power to transfer, re-deploy and terminate their services. The CONTRACTOR shall regularly make full payment of wages and salaries not less than the minimum wages, as applicable to the persons engaged by him as required by him under the law.
6. No part of the contract nor any share of interest therein shall in any manner or degree be transferred / assigned or sublet by the contractor directly or indirectly to any persons, firm or corporation whatsoever.
7. The Contractor shall be responsible for providing proper services and exercise control over persons deployed by him. He shall also be bound to prohibit and present his employee from taking any direct and indirect interest and/or support, assist, maintain, or help from any person or persons engaged in any anti-social activities demonstrations riots or agitation, which may in any way be detrimental or prejudicial to the inter- land / properties in the neighborhood. In the event of

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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any such actions by his persons or persons, contractor shall be fully and exclusively responsible therefore and shall keep the company harmless and indemnified from any consequential claims, actions, suits, proceedings, losses, or damages on any ground whatsoever.

8. All persons of the contractor entering on work premises shall be properly and neatly dressed and wear badges/ Identity cards while working on premises of the company including work site. The contractor shall provide safety shoes, uniform as desired by MNGL.
9. In case of the company considers presence of any of the persons of the contractor undesirable for whatever reasons including integrity, conduct, competence, 24 hours notice in writing will be given by company to the contractor on receipt of the said notice, such a person will not be reemployed without express and written authorization of MNGL.
10. Any failure on part of the COMPANY at any time to enforce the strict observance of the performance of any of the terms and conditions of this CONTRACT or non-exercise of any right mentioned in the contract shall not constitute a waiver of such terms, conditions or rights and shall not affect or deprive the COMPANY to exercise the same at any later date.
11. CONTRACTOR shall from time to time during the progress of the service issue such further instructions as shall be necessary for the purpose of proper and adequate execution of the services.
12. The contractor shall remove or replace any workman whom the company considers incompetent or unsuitable.
13. MNGL reserves the right to alter the scope of work in quantum as per the urgency of work. The contractor shall accordingly provide services as may be required by contract coordinator on giving a notice of two days
14. CONTRACTOR shall exclusively be liable for non-compliance of the provisions of any acts, laws rules and regulations having execution, bearing over engagement of workers directly or indirectly for execution of work and the CONTRACTOR hereby undertakes to indemnify Maharashtra Natural Gas Limited against all actions, suits, proceedings, claims, losses, damages etc. which may be arise under Minimum Wages Act, Industrial Dispute Act, Family pension and Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged by the CONTRACTOR under this CONTRACT.
15. Company shall not be liable for or in respect of any damages or compensation for any injuries or for any occupational diseases to any persons engaged by the

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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CONTRACTOR and the CONTRACTOR shall keep the company indemnified thereof.

16. The contractor shall be liable for making good all damages / losses arising out of theft, breakage, pilferage of any office furniture, equipments, fittings and fixtures whatsoever it may be caused directly or indirectly.
17. The CONTRACTOR/his employees/agents/representatives shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this CONTRACT or descriptions of the site dimensions, quantity, quality or other information, concerning the work unless prior written permission has been obtained from the OWNER.
18. **RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:-**
The right to accept the tender will rest with the OWNER. The OWNER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. The whole work may be split up between more than one CONTRACTORS or accept in part (not entirely) if considered expedient. Quoted rates should hold good for such eventualities.

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

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

19. **TENDERER'S RESPONSIBILITY:-**
The intending tenderers shall be deemed to have visited the SITE and familiarized themselves thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS.
20. **SIGNING OF THE CONTRACT:-**
The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with Tender Document within 15 days of the receipt by him of the LETTER OF INTENT OR SERVICE ORDER whichever is earlier.
21. **NOTE TO SCHEDULE OF RATES:-**
The Schedule of Rates should be read in conjunction with all the other sections of the tender.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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The tenderer shall be deemed to have studied the details of WORK to be done within TIME SCHEDULE and to have acquainted himself of the conditions prevailing at site.

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

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

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

22. POLICY FOR TENDERS UNDER CONSIDERATION:-


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

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

23. CONTRACTOR TO INDEMNIFY THE MNGL:

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

24. Following documents form the part of this contract.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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- a. Instructions to bidders,
- b. Bid qualification criteria,
- c. General conditions of contract.
- d. Special conditions of contract and
- e. Schedule of work / rates.


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

25. FORCE MAJURE:


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

26. LABOUR LAWS :

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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- g) The CONTRACTOR shall furnish to the Officer-in-charge the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the Officer-in-charge a true statement showing in respect of the second half of the proceeding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.
- h) The CONTRACTOR shall comply with the provisions of the payment of wages Act 1986, Minimum Wages Act 1948, Employers liability Act 1935, workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- i) The Officer-in-charge shall on a report having been made by an Inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a Worker or Workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- j) The CONTRACTOR shall indemnify the OWNER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUBCONTRACTOR. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/Register/Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the OWNER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Officer-in-charge and in the event of the CONTRACTOR'S default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORKS put to tender. The Officer-in-charge shall deduct such amount from bills or Security Deposit of the CONTRACTOR

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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and credit the same to the Welfare Fund constituted under these acts. The decision of the Officer-in-charge in this respect shall be final and binding.

27. ARBITRATION:


Except where otherwise provided in the tender documents, all questions and disputes or difference relating to or arising under the terms and conditions or as to any other question, claim, right matter or thing, whatsoever in any way arising out of or relating to the terms and conditions of the contract or the execution of failure to execute the same whether arising during the progress of the work after the completion or abandonment thereof shall be referred to the arbitration of sole arbitrator to be appointed by Managing Director, MNGL. There should be no objection from the contractor to any such appointment on the grounds that the Arbitration is an employee of the MNGL and that he had to deal with the matter to which the contract relates and that in the course of his duties as an employee of the MNGL he had expressed vices on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred, being unable to act for any reason, Managing Director shall appoint another person to act as some arbitration in accordance with the terms and conditions of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to Arbitrator at all.

28. EARNEST MONEY DEPOSIT / BID SECURITY

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

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

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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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proforma of Agreement) within 10 days of the receipt by him of the Notification of Acceptance of Tender.

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

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

29. Performance Bank Guarantee / Security Deposit:


- 29.1 Within 15 days of the receipt of the notification of award/ Fax of Intent / Service Order from MNGL, the successful bidder shall furnish the contract performance security in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract.
- 29.2 The contract performance security shall be for an amount equal to 3% of value of the contract towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee/ DD shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. **This Bank Guarantee shall be valid for a period of 3 months beyond the completion period of the contract period.**

NOTE: For purchase order value less than 2.0 Lakhs, Performance Bank guarantee is not applicable.

- 29.3 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.

30. RIGHT OF THE OWNER TO FORFEIT SECURITY DEPOSIT:

Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the OWNER shall be entitled to recover such sum by appropriating in part or whole the security Deposit of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the OWNER on demand any balance remaining due.


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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31. The contractor shall execute an agreement with MNGL within 15 days form the award of contract. However, agreement shall be executed only after submission of valid Security Deposit against the contact.
32. **Mobilization Period:** The deployment for the services shall be within **15 days** or earlier from the date of intimation by Officer-in-charge (OIC) of MNGL, Pune. In case of failure, MNGL reserves the right to cancel the contract.
33. **Payment Terms :**
As per terms mentioned at Scope of Work and SCC.
Monthly bill shall be certified by Officer-in-charge. The bills shall be submitted along with all requisite documents.
34. **Contract Period :**
The contract shall be valid for a period of **2 years** from the date of issue of service order/ Letter of award. Depending on the performance further extendable for another one year on same terms and conditions.
35. **Insurance:**
CONTRACTOR as far as possible shall cover insurance with Indian Insurance companies, including marine Insurance during ocean transportation.

i) **EMPLOYEES STATE INSURANCE ACT (ESI):**

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the OWNER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR whether brought by employees of the CONTRACTOR, by third parties or by Central or State Government authority or any political subdivision thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR'S or subcontractor's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the to deduct the employee's contribution as per the first schedule of the Employee's

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of to remit to the State Bank of India. Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all Cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the to maintain such records. Any expenses incurred for the contribution, making contributions or maintaining records shall be to the CONTRACTOR'S account.

The OWNER shall retain such sum as may be necessary from the total VALUE OF CONTRACT will the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:


Insurance shall be effected for all the CONTRACTOR'S employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR'S Insurance.

iii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER :

CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to OWNER. He shall also carry and maintain any other insurance which may be required by the OWNER.

iv) ACCIDENT OR INJURY TO WORKMEN:

The OWNER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any save and except an accident or injury resulting from any act or default of the OWNER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the OWNER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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36. DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY :


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

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

37. In case the contractor fails to provide the required services under the contract to the satisfaction of MNGL, MNGL reserves the right to get the services through alternate agencies at the risk and cost of contractor and penal deduction shall be made, from the contractor's bills and the decision of MNGL in this connection shall be final and binding on the contractor.
38. The tenderer hereby agrees to provide services and necessary such provision to carry out the work as given in the scope and description of work.
39. The work executed shall be to the satisfaction of MNGL and contract rules shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for the completion in an efficient and workman like manner.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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40. The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and abide by all necessary license / permissions from the concerned authorities as provided under the various labour laws / legislation including labour license from the competent authority under The Contract Labour (Regulation & Abolition) Act 1970.
41. The tenderer should have his PF account no. with Regional Provident Fund Commissioner and shall submit to the COMPANY proof of depositing the employee's contribution, on monthly basis.
42. The contractor shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, The Employees State Insurance Act 1948, The Contract Labour (Regulation and Abolition) Act 1970, The Minimum Wages Act 1948, The Payment of Wages Act 1936, Workmen's Compensation Act, 1923 and other relevant Acts rules and regulations in force from time to time in respect of the person deployed by him to carry out the obligation under the contract.
43. The contractor shall be responsible for necessary contributions towards PF, ESI or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering services to MNGL and shall deposit the required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees PF and shall be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of MNGL.
44. The contractor shall regularly submit all relevant records / documents in this regard to MNGL representative for verification and upon such satisfaction only, MNGL will allow payment to the Contractor.
45. The contractor shall ensure and will be solely responsibly for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues and employment of personnel deployed by him.
46. The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
47. The tenderer shall not engage any person(s) less than eighteen years of age and shall not pay less than what is prescribed under law.
48. **MNGL RESERVES THE RIGHT TO:**

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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- i. Reduce the rates at which payment shall be made if the quantity and quality of services although acceptable is not up to required standard.
- ii. Issue the CONTRACTOR from time to time during the progress of the service such further instructions as shall be necessary for the purpose of proper and adequate execution of the service and the CONTRACTOR shall carry out and be bound by the same.
- iii. In order the contractor to remove or replace any person engaged in providing the services to the COMPANY whom the company considers incompetent or unsuitable. Opinion of the representative in the competence of any person engaged by the contractor shall be final and binding on the contractor.

49. AWARD OF CONTRACT:-

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


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

50. The contractor shall be required to obtain requisite labour license / permission from the appropriate authorities as provided under the various labour regulations, before undertaking any contract work. The contractor shall exclusively be liable for compliance of the provisions of any Act, laws, rules and regulations having execution, taking over engagement of his personnel directly or indirectly for execution of work and the contractor hereby undertakes to indemnify the company against all actions, suits, proceedings, claims, losses, damages etc. which may arise due to his noncompliance of the provisions under various laws mentioned in this document or not herein specifically mentioned but having direct or indirect application for the persons engaged under the contract. Company shall not be liable in respect of any damages or compensation for any injury or for any occupational diseases, to the employment to any person engaged by the contractor and the contractor shall keep the company indemnified thereof.
51. During the currency of the job, if the work progress does not commensurate with time elapsed in respect of any person / persons engaged, the contractor shall be liable to pay the company compensation as may be considered reasonable by the company.
52. In case of any default for more than three days in respect of services to be provided in accordance with the requirements specified by the officer in charge, Company will have the right to avail the services from other sources at the risk


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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and cost of the contractor or terminate the contract and forfeit his security deposit etc.

53. The company for any reason whatsoever of which the company shall be the sole judge may terminate this contract by giving notice of 15 days and the contractor shall vacate the work place with his men and material on the expiry of such notice period in the event of such termination of the contract. The contractor shall be paid for all the work executed up to the date of terminations of the contract including refund of security deposit subject to deduction of any dues, penalties, other recoveries etc within a period of two months at the discretion of the officer in charge.
54. MNGL reserve right to short close/ Terminate the contract any time based on non-performance/ poor performance during contractual period by giving 15 days notice.
55. The contractor shall be liable for making good all damages / losses arising out of theft, pilferage of any furniture, equipment, fittings, fixtures, utensils, appliances whatsoever as may be caused directly or indirectly by the persons engaged by the contractor. At the appointed date, place hour the contractor shall make available persons to be engaged along with appropriate tools wherever stated.
56. The contractor shall take charge of all the materials handed over to him by the company and will be responsible for any loss/damage thereof.
57. The contractor shall issue an identity card to all its employees engaged for the services to be provided. The contractor shall also provide at his own cost safety equipments, materials, uniforms etc to his employees. All the safety rules and regulations will be observed by the persons engaged under this contract.
58. The contract shall be directly and exclusively responsible for any liability arising due to any dispute between him and his employees and shall indemnify the company against all charges, dues, claims etc arising out of the disputes relating to the dues and employments of personnel deployed by him.
59. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligation.
60. For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the contractor and out of such amount or the amounts likely to fall due to the contractor (but without obligation to do so) make such payments as it may consider necessary for smooth working.
61. Contractor shall deploy the resources as per requirements.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
---	---


62. The company shall have the power to issue necessary instructions to the contractor concerning discipline, decorum, work performance, safety etc. in respect of the employees of the contractor engaged by him for providing the services to the company and the contractor shall ensure compliance of all such instruction strictly.
63. No payments shall be payable other than schedules payment to the contractor.
64. The monthly quoted rates shall be inclusive of Leave wages & other statutory payments for providing such services.
65. Income tax as per rule, any other taxes shall be deducted from contractor's monthly bill / bills. Income Tax deduction certificate shall be issued to the contractors.
66. The bidder shall deemed to have quoted after having satisfied himself to the total nature of work, site of work, surrounding the means access transport availability of services & to have obtained his information on all matters which can in any way influence his offer.
67. MNGL reserves the right to terminate the contract with 15 days notice without assigning any reason.
68. **Jurisdiction:**
The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at PUNE for the purposes of disputes, actions and proceedings arising out the CONTRACT, the courts at PUNE only will have the jurisdiction to hear and decide such disputes, actions and proceedings.
69. Bidder to confirm the unconditional acceptance to the following clauses of the tender
- i) Security Deposit /Performance bank guarantee
 - ii) Schedule of Rates.
 - iii) Termination.
 - iv) Scope of Work.
 - v) Arbitration.
 - vi) Period of Validity Offer
70. **DOCUMENTS:**
- 70.1 **GENERAL**
The tenders as submitted will consist of the following:

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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- i) Complete set of Tender Documents (Original) duly filled in and signed by the tenderer as prescribed in different clause of the Tender Documents.
- ii) Earnest money in the manner specified in Clause 28 hereof.
- iii) Power of Attorney or a true copy thereof duly attested by an officer in case an authorized representative has signed the tender, as required
- iv) Information regarding Tenderers in the proforma enclosed.
- v) Details of work of similar type and magnitude carried out by the Tenderer.
- vi) Latest Balance sheet and profit & Loss Account / Turnover Certificate duly audited.
- vii) The bidder shall submit the documentary evidence like certificate of registration with PF, ESIC authorities failing the bids are liable for rejection.

71.0 LIMITATION OF LIABILITY


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

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
---	---

VOLUME II OF II

CONTENTS

Section-I	Scope of Work including Time Schedule
Section-II	Special Condition of Contract (SCC)
Section-III	Schedule of Rates (SOR)

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work Bid No.: MNGL/CP/2022-23/69
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SECTION-I

1. SCOPE OF WORK

1. Bidder should have authorized AutoCad partner and shall provide the documentary evidence.

To meet the technical qualification criteria as stated above, bidder shall provide documentary evidences in support of his claim.


2. The scope of work includes supply & installation of Autocad License Software at MNGL Nashik office , detail technical Specifications given below.
 - **AutoCAD LT 2023 Commercial New Single User Electronic License Delivery with 3 years Subscription.**

General Terms -

- Budder should quote only for items mentioned above in the scope of work.
- Specifications given in the Proposal should be same as above.
- Delivery of other than AutoCAD will be not acceptable by MNGL.
- Installation & Configuration of AutoCAD will be in Bidders scope.
- Transport will be in the Bidders Scope.
- Delivery Address - Maharashtra Natural Gas Limited, 4th floor, Artis Commercial Complex, Govind Nagar Road, Near RD Circle, Nashik – 422008

Delivery Terms - within 1 Week onsite.

2.0 Payment Terms:

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work</p> <p>Bid No.: MNGL/CP/2022-23/69</p>
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- 100% payment of the order value shall be made within 7 days after supply and installation of AutoCAD onsite.

3.0 PRICE REDUCTION SCHEDULE :

Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in contract here above or due to EMPLOYER's defaults, the total value of each assignment placed by OIC shall be reduced by ½% of the total value of each assignment placed by EIC per complete week of delay or part thereof subject to a maximum of 5% of the each assignment value, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.


The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work Bid No.: MNGL/CP/2022-23/69
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UNPRICED SCHEDULE / SCHEDULE OF RATE:

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #
Sl. No.	Item Description	Quantity	Units	Unit Rate Quoted/Not quoted (in Rs.)
1	2	4	5	13
1	AutoCAD LT 2023 Commercial New Single User ELD – 3 Years Subscription	1	No	

 MAHARASHTRA NATURAL GAS LIMITED	Tender for Appointment of an agency for supply and Installation of AutoCAD LT 2023 commercial new Single-user Electronic License delivery (3 year subscription) on system of MNGL CNG-Nashik team for drafting work Bid No.: MNGL/CP/2022-23/69
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SECTION – III

SCHEDULE OF RATES (SOR)

Schedule of Rates (SOR) / BOQ is enclosed on e-tendering portal.

Evaluation Formula : Evaluation shall be done as per Clause No. 1.0 of Annexure – I to IFB.

Notes:

1. Bidder must quote for all items of Schedule of Rates (SOR), else bid shall be liable for rejection.
2. The Price evaluation shall be carried out on overall basis least cost to MNGL.
3. Taxes & Duties shall be clearly indicated in the Schedule Of Rates. Bidder shall note that any error in estimating these taxes & Duties will be to Bidder's Account.
4. Bidder to submit blank SOR with clearly mentioning item “quoted” / “not quoted”
- a. Goods & Service Tax @-----
Please indicate the breakup of above GST as under:
 - i) CGST @_____
 - ii) SGST @_____
 - iii) IGST @_____
 - iv) UGST @_____

Signature of Bidder

Stamp :