



**MAHARASHTRA
NATURAL GAS LIMITED**

**TENDER FOR RATE CONTRACT FOR THE PERIOD OF
2 YEARS FOR HIRING OF VEHICLES ON MONTHLY
BASIS FOR CITY GAS DISTRIBUTION NETWORK OF
MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR
AND NANDED GA**

Bid No.: MNGL/CP/2022-23/78



**MAHARASHTRA NATURAL GAS LTD., PUNE
(MNGL)**


**CNG & CITY GAS DISTRIBUTION
FOR TELANGANA AND NANDED GA**

**BID DOCUMENT
FOR**

**RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF
VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION
NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY,
MEHKAR AND NANDED GA**

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

Bid Document No.: MNGL/CP/2022-23/78

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA Bid No.: MNGL/CP/2022-23/78
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VOLUME I OF II

SECTION - I INVITATION FOR BIDS (IFB)


BID DOCUMENT NO.: MNGL/CP/2022-23/78

Date: 05.08.2022

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

1.0 TENDER INFORMATION:

Tender document number	MNGL/CP/2022-23/78 dated 05.08.2022
ITEM(S)	Rate contract for the period of 2 years for hiring of vehicles on monthly basis for city gas distribution network of MNGL, Pudur (Hyderabad), Kamareddy, Mehkar and Nanded GA
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	As per Section IV of Vol. II of II
EARNEST MONEY/ BID SECURITY	Rs.1,00,000/- in the form of Demand Draft/BG to be in favour of "Maharashtra Natural Gas Ltd." payable at Pune . Account Details for NEFT / RTGS for EMD: Name of the Beneficiary : M/s Maharashtra Natural Gas Limited Name of the Bank & Address : State Bank of India Branch : Industrial Finance Branch, "Tara Chambers", Pune-Mumbai Road, Wakadewadi, Pune-411 003 A/c No. : 35310073625 IFSC Code : SBIN0008966
BID SECURITY VALIDITY	Not applicable
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	23.08.2022 till 15:00 Hrs. IST
Bid Submission at	https://etenders.gov.in
Techno-commercial bid opening date and time	24.08.2022 at 16:00 Hrs. IST
Price bid opening date and time	Date and time shall be intimated later
Address for 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

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Contact details	Telephone: +91 (20) 25611000/1190/1156 Email: kavita.sadaphule@mngl.in / gasaid@mngl.in Mobile: 7709517481
BIDDER ELIGIBILITY CRITERIA & BID EVALUATION CRITERIA	As per Annexure – I to IFB

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

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

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

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meeting. Bidder(s) queries if any, must reach Purchaser office at least one day prior to pre-bid meeting date. The pre bid meeting can be organized through video conferencing or physically. In case of physical meeting, the venue of pre bid meeting is MNGL office at Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045.

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

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

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

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

Advisories for the bidders attending the pre-bid meeting:

(1) All the Bidders who have submitted their registration details and interest to attend the pre-bid meeting will be invited to join as guests through the link shared in mail.

(2) All bidders/participants mandatorily have to pin MNGL screen on their computer screens during the pre-bid meeting.

(3) Bidders shall be allowed to discuss their queries in sequence of their responses received.

(4) Time slot shall be allotted to each bidder to ask his queries.

(5) Recording of the pre-bid meeting by the bidders is strictly prohibited. Subsequent to pre-bid meeting, corrigendum shall be issued by the purchaser regarding clarifications or queries raised during meeting.

5.0 OTHERS:

5.1 Bid Document is non-transferable.


5.2 Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Bids through Fax/ E-mail shall not be considered.

5.3 The Bid Document calls for offers on single point "Sole Bidder" responsibility basis.

Order will be placed on the "Sole Bidder" alone (in whose name the bid document has been issued) who will be responsible for all contractual purposes.

Further the bidders are advised to ensure that their offer is on single bidder responsibility basis and in total compliance of scope of supply as specified in Bid Document.

5.4 The bid should be prepared by the "Sole Bidder" and should be sent to MNGL directly. MNGL reserve the right to reject offers made by intermediaries' representatives.

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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) Performance Security (Contract Performance Bank Guarantee), 3% of Contract/Delivery Order value
- iv) Delivery Period
- v) Terms of Payment
- vi) Force Majeure
- vii) Resolution of Dispute/Arbitration
- viii) Termination of Contract,
- ix) Warranty and Guarantee
- x) Offer not submitted for complete scope of work
- xi) Firm prices
- xii) Prices not quoted as per Schedule of Rates formats.
- xiii) 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 & II of II of Bid Document.

Note:

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

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ANNEXURE-I to IFB

BIDDER'S ELIGIBILITY CRITERIA

0.0 INTRODUCTION:

Maharashtra Natural Gas Limited (MNGL) is a joint venture company of M/s. GAIL (India) Limited and M/s. Bharat Petroleum Corporation Limited (BPCL). MNGL has been set up to supply natural gas to domestic, commercial and industrial sectors including setting up of CNG filling stations to cater to the automobile sector for vehicle in Pune, Nashik – Dhule, Sindhudurg in Maharashtra & Ramanagara in Karnataka.

1.0 GENERAL INFORMATION:

This tender deals with rate contract for the period of 2 years for hiring of vehicles on monthly basis for city gas distribution network of MNGL, Pudur (Hyderabad), Kamareddy, Mehkar and Nanded GA.

2.0 BIDDER'S ELIGIBILITY CRITERIA :

The following are the BEC parameters: -

2.1 TECHNICAL (EXPERIENCE CRITERIA):


A. BEC – Technical:

- 1) Bidder must have executed a single work order of value as mentioned under for vehicle on hire basis in preceding 5 years reckoned from final bid due date for qualification for the requisite number of vehicle(s):

GA	Location	Eligibility Criteria
Telangana	Pudur (Hyderabad)/ Kamareddy/ Nizamabad	Minimum Rs.6.20 Lakhs
Nanded	Mehkar/ Buldhana/ Parbhani/ Nanded	Minimum Rs.6.20 Lakhs

Note: Within the GA MNGL is authorized to deploy vehicle at any location as mentioned above there will be no additional charges for the same. By giving 15 days notice MNGL may change reporting location within GA.

Note: In case bidders quotes for more than one GA, the requirement of eligibility criteria shall be on cumulative basis.

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- 2) The bidder must own at least 1 Nos. of vehicles as on bid due date.

The above vehicles shall be four wheelers having taxi permit and should be registered in the name of firm / bidder in case of proprietorship / partnership concern and in the name of the firm / company for other than proprietorship / partnership concern.

Documentary proof required against above mentioned BEC is as under:


- a) The documentary proof of experience such as work order copies and completion / performance / Execution / client certificates indicating executed value in support of meeting above criteria should be submitted along with the bid.
- b) Documentary proof of copy of valid RC must be submitted by the bidder along with the bid.

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

2.2 EVALUATION AND AWARD OF WORK:

Evaluation shall be done on GA wise basis to the Purchaser and order shall be placed on L-1 bidder accordingly.

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.

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**Annexure- I to IFB
FORMAT-A**

ANNUAL TURNOVER

Applicant's Legal Name :

Date:
Tender No.:

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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

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**Annexure- I to IFB
FORMAT-B**

FINANCIAL SITUATION

Applicant's Legal Name :

Date:

Tender No.:

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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			

- 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.

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SECTION – II INSTRUCTIONS TO BIDDERS

INSTRUCTION FOR ONLINE BID SUBMISSION


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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced

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search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:


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

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

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

SUBMISSION OF BIDS:

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

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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.**

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.

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


ASSISTANCE TO BIDDERS:

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

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A: GENERAL

1. Scope of Bid :
 - 1.1 The Purchaser as defined in the General Conditions of Contract, hereinafter "the Purchaser" wishes to receive bids through e-tendering mode for the supply of goods as described in Section-IV, Special Condition of Contract.
 - 1.2 The successful bidder will be expected to complete the Scope of supply within the period stated in IFB.
 - 1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/tendered", "bidding/ tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.
2. Eligible Bidder
 - 2.1 Bidders shall, as part of their bid, submit a written power of attorney, authorizing the signatory of the bid to bind the bidder.
 - 2.2 This Invitation for Bids is open to any bidder and to pre-qualified bidders in case of limited tender.
 - 2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
 - 2.4 The bid should be from actual manufacturers.
 - 2.5 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
 - 2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global notice of IFB, bidders past performance shall also be assessed *for* ascertaining the responsiveness of the bid. In such a case the decision of Purchaser shall be final and binding on the bidder.
 - 2.7 The bidder is not put on holiday by MNGL or black listed by any Government Department/ Public Sector.
3. One Bid per Bidder
 - 3.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified. If bid of companies which is managed & controlled by same group of individual (common owners/ proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed and bids will be disqualified.

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

3.3 Alternative bids are not acceptable.

4. Bidder Eligibility

4.1 Experience Criteria as per Invitation for Bid (IFB) (Section – I of this Bid Document)

4.2 Financial Criteria as per Invitation for Bid (IFB) (Section – I of this Bid Document)

5. Cost of Bidding

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

B. BIDDING DOCUMENT

6. Content of Bidding


6.1 The bidding documents are those stated below Documents and should be read in conjunction with any addenda issued in accordance with ITB Clause

- a) Volume I of II - IFB, ITB, GCC, ATC
- b) Volume II of II – SCC, MR & TS, SOR, etc.

6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Invitation for Bids (IFB) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

7. Clarification of Bidding Documents


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

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8. Amendment of Bidding Documents
- 8.1 At any time prior to the bid due date, the PURCHASER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda.
- 8.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 7.0 and shall be hosted on the on website www.mngl.in and CPPP's e-tendering website before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders query hosted on the above websites before submitting the bid.
- 8.3 The PURCHASER may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issue
- 8.4 Bidders are advised to visit www.mngl.in and CPPP's e-tendering website from time to time to get updated information / documents.

C. PREPARATION OF BIDS

9. Language of Bid
- 9.1 The bid prepared by the bidder as well as all correspondence/drawings and documents relating to the bid exchanged by bidder and the PURCHASER shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.
- 9.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder. Metric measurement system shall be applied.
- 10 Documents Comprising the Bids
- 10.1 The bid prepared by the bidder shall comprise the following components that are required to be provided on the e-tendering portal:
 - 10.1.1 UN-PRICE BID
 - a) Price Schedule (with price figures blanked) completed in accordance with ITB Clauses 11, 12 & 13.
 - b) Documentary evidence establishing that Bidder is eligible to bid and meets qualification criteria in accordance with ITB Clause 14.
 - c) Documentary evidence establishing Goods' eligibility and conformity to Bidding Documents in accordance with ITB Clause 15
 - e) Power of Attorney of the signatory to the Bidding Document.

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- f) Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc.
- g) Various forms & formats including bid form enclosed as Attachment to GCC/SCC to be duly filled & submitted.

(Please note space for prices to be kept blank in these documents, which are meant for Part – I of the bid.)

- h) List of 2(two) years spares with blank price, if applicable, in line with UnPrice part.
- i) List of commissioning spares, if applicable, in line with Technical part
- j) Any other information/details required as per bidding document including addendum/ corrigendum to this bidding document, if issued.

10.1.2 PRICED BID

Price bid having Price Schedule/SOR filled up in accordance with tender documents.

11. Bid Form & Price Schedule


- 11.1 The bidders shall complete the Bid Form and appropriate, Price schedule furnished in the Vol II of II of Bidding Document, indicating the required information for all the goods to be supplied, a brief description of the goods, their country of origin and quantity.

12.0 BID PRICES


- 12.1 The Bidder shall e-quote Bid Prices on appropriate format of "Schedule of Rates" (SOR) as enclosed part of bid documents as it proposes to supply under the contract.

12.2 Indian Bidders shall indicate the following separately (as per Price Schedule)


- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- B) Goods & Service Tax which will be payable on the finished goods, if this contract is awarded.
- C) The bidders shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import in applicable currency considered and included in bid price Essentiality certificate may be provided by the Purchaser for Project imports, wherever applicable.
- D) The statutory variation in Goods & Service Tax (GST) on finished goods covered under Cl. 12.1 B within the contractual delivery period shall be to MNGL's account. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease in rate shall be passed on to MNGL. Further, any statutory variation in the rate of customs duty (except GST) within contractual delivery period, on-the actual CIF value of import content, but subject to maximum of such duty payable on quoted CIF value, under Cl. 12.1 (A) shall also be to MNGL's account. In case of delay in delivery, any increase in the rate of customs duty beyond the contractual completion period shall be to bidder's account and any decrease in rate shall be passed on to MNGL.

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- E) The total amount which can be claimed / set off by MNGL for CENVAT (for Goods & Service tax) separately.
- 12.3 Inland transportation, other local costs incidental to delivery of the goods to its final destination (FOT-site) shall be quoted by the Bidder.
- 12.4 The bidder's break-up of price components in accordance with above sub-clauses will be solely for the purpose of facilitating the comparison of bids and will not in any way, limit the PURCHASER's right to contract on different terms.
- 12.5 Fixed Price: Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract and not subject to variation on any account except for variations permitted under 12.1 D for domestic bidders. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.
- 12.6 The delivery terms shall be interpreted as per INCOTERMS 2010.
- 13 Bid Currencies
- 13.1 Bidders shall submit their bids in Indian Rupees only
- 14 Documents Establishing Bidder's Eligibility and Qualification
- 14.1 Bid Evaluation Criteria
- 14.1.1 Pursuant to evaluation Criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting Bid evaluation criteria.
- 14.2 Bidders Eligibility Criteria
- 14.2.1 The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.
- 14.2.2 The documentary evidence of the bidder's qualifications to perform the contract if his bid is accepted, shall establish to the PURCHASER'S satisfaction:
- that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture (or otherwise, produce, the Bidder has been duly authorized by the goods Manufacturer or producer to supply the goods in the Purchaser's country).
 - that the Bidder has the financial, technical and production capacity necessary to perform the contract;
 - that, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.
- 14.2.3 The PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract. An affirmative determination will be pre-requisite for award of the Contract.

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- 15 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents
- 15.1 Pursuant to ITB Clause 10, the bidder shall furnish, as part of the bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services which the bidder proposes to supply under the Contract.
- 15.2 The documentary evidence of the goods and services' conformity to the Bidding Documents may be in the form of literature, drawings or data and shall furnish:
- detailed description of the essential technical and performance characteristics of the goods;
 - a clause-by-clause commentary on the PURCHASER'S Technical specifications demonstrating the goods and services' substantial responsiveness to the specifications.
- 15.3 For purpose of the commentary to be furnished under Clause-15.2 above, the bidder shall note that standards for workmanship, material and equipment and reference to brand names or catalogue numbers, designated by the PURCHASER in its Technical Specifications are intended to be descriptive only and not restrictive.
- 16 Period of Validity of Bids
- 16.1 The bid shall remain valid for acceptance for **four (4)** months from the bid due date.
- 16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / post e-mail). A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB Clause 17.0 in all respects.
18. Pre-Bid meeting – **As per IFB**
- 18.1 The bidder(s) or his designated representative, who have purchased bid document, are invited to attend a pre-bid meeting which will take place as indicated in IFB
- 18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 18.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay (without identifying the sources of the question) to all purchasers of the bidding documents. Any modification of the bidding documents listed in ITB Sub-Clause 7.1 that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 8 and not through the minutes of the pre-bid meeting.
- 18.4 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
- 19 Format and Signing of Bid

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- 19.1 The bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.
- 19.2 Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.
- 19.3 As bidding shall be done through e-tendering, digitally signed documents to be uploaded.
- 20 Zero Deviation
- 20.1 Bidders to note that, MNGL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract, Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of supply, technical specifications etc, to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer.
- 20.2 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
 - iii) Performance Security (Contract Performance Bank Guarantee), 3% of Contract/Delivery Order value
 - iv) Delivery Period
 - v) Terms of Payment
 - vi) Force Majeure
 - vii) Resolution of Dispute/Arbitration
 - viii) Termination of Contract,
 - ix) Warranty and Guarantee
 - x) Offer not submitted for complete scope of work
 - xi) Firm prices
 - xii) Prices not quoted as per Schedule of Rates formats.
 - xiii) Bidder have been banned by Government of India or any its Agency/ Undertaking/ Department of Government of India.
 - xiv) Bidders 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.**
- 21 Mode of Payment
- 21.1 Maharashtra Natural Gas Limited will issue A/C payee cheque for payment payable at par, in case work is awarded to bidder.
- 22 Agent/ consultant/ Representative/ Retainer/ Associate *[Applicable for ICB tenders only]*

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

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

The following particulars will also be furnished by the bidder:

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

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

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D. SUBMISSION OF BIDS

23.0 PREPARATION OF BIDS

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

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

Bidder must ensure numbering of all pages submitted in bid document. Further total number of pages submitted in bid document must be mentioned in the covering letter of bid submitted.

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

24.0 DEADLINE FOR SUBMISSION OF BID

- 24.1 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.

- 24.2 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.


25.0 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.

26.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 26.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time however, no modifications whatsoever are allowed in the bid.

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

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- 26.3 Upon selecting “withdraw” option on the e-tender portal and providing the reason for withdrawal, the portal will not allow the bidder to re-submit his bid. MNGL shall not be responsible if the bidder is not able to re-submit his bid after withdrawal.

E. OPENING AND EVALUATION OF BIDS

27. Bid Opening

- 27.1 The Purchaser will open all bids on the e-tendering portal in the presence of bidder(s) representatives who choose to attend, at the time, on the date and place (as specified in IFB). The bidder(s) representatives, who are present, shall sign an attendance sheet evidencing their attendance, if so required by the Purchaser.

- 27.2 The Bidder’s names and the presence or absence of requisite Bid Security (EMD) and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for bids without EMD.

- 27.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder’s specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Purchaser any documents pertaining to its bid is not being acknowledged and relevant portions read out.

- 27.4 The Purchaser will prepare a bid opening statement to be signed by all representatives present during bid opening.

28 Process to be Confidential

- 28.1 Information relating to the examination, clarifications, evaluation and comparison of bids and recommendations for the order, shall not be disclosed to bidders or any other person officially concerned with such process.

29 Contacting the Purchaser

- 29.1 From the time of the bid opening to the time of the release of order, if any bidder wishes to contact the Purchaser for any matter relating to the bid, it should do so in writing.


- 29.2 Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.

30 Preliminary Examination of Bids

30.1 Technical-Commercial Bid Evaluation

- 30.1.1 The PURCHASER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

- 30.1.2 Prior to the detailed evaluation, the PURCHASER will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding

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Documents. For purposes of this determination a responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without deviations, objections, conditionally or reservations.

30.1.3 No deviation whatsoever, is permitted in the Bidding Documents and the Priced bids of those bidders whose Un-Priced bids contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened and returned un-opened to such bidder(s).

30.1.4 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.

30.1.5 The Purchaser will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

- (a) Overall completeness and compliance with the Technical Specifications; quality function and operation of the process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
- (b) Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.

30.2 Requisite forms contain all necessary information including those, required for meeting qualifying criteria stipulated in the Bidding Document.

31.0 OPENING OF PRICE BID

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


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

32 Arithmetic Corrections


32.1 The bids will be checked for any arithmetical errors as follows:

32.1.1 In case of any discrepancy between prices in words and prices in figures, the prices in words shall be valid and binding. In case of any error in total indicated by the Bidder, the unit price alone shall be considered valid and binding on the Bidder.

32.1.2 If the bidder does not accept the correction of errors, his bid will be rejected and the bid security will be forfeited.


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- 33 Conversion To Single Currency *[Applicable in ICB tenders only]*
- 33.1 To facilitate evaluation and comparison, the PURCHASER will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees at the Bills selling exchange rate declared by the State Bank of India on the working day prior to Priced bid (Part-II) opening.
- 34 Evaluation And Comparison of Bids
- 34.1 The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause - 30.
- 34.2 Bid Evaluation and Comparison Criteria:
The evaluation of all the responsive bids for supplies to be arrived at the lowest evaluated offer as under:
- (A) **Domestic Bidders:**
The evaluated price of domestic bidders shall include the following:
- i) The prices quoted by Domestic Bidder for the scope of work defined in the tender documents will include customs duty plus Goods & Service Tax and any additional duty, if any, Goods & Service Tax as applicable which shall be indicated separately
 - ii) Price quoted by the domestic bidders shall include all costs towards Insurance, all type of handling, transportation, etc. as applicable and payable by the CONTRACTOR under the contract
 - iii) Goods & Service Tax on the finished goods.
- 34.3** OWNER'S price evaluation and price comparison of technical-commercially acceptable bids shall take following in account:
- i) Total value on FOT site basis including liability towards customs duty, GST, all other taxes & duties, levies, transportation, all insurance and all other costs as applicable up to Final Acceptance of work complete in all respects covered under para A above.
 - ii) Cost of mandatory spares, if any.
 - iii) **The total site price quoted shall be compared.**
- 34.4 Bids not conforming to Bid Qualification criteria and technical & commercial requirements shall be rejected.
- 35 Domestic Preference –
- 35.1 **VOID**
- F. AWARD OF CONTRACT**
- 36 Post Qualification
- 36.1 In the absence of pre qualification, the PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.
- 36.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, pursuant to ITB


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Clause-10, as well as such other information as the PURCHASER deems necessary and appropriate.

- 36.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.
- 37 Award Criteria
- 37.1 Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 38 PURCHASER's Right to Vary Quantities at Time of Award
- 38.1 PURCHASER reserves the right at the time of award of ORDER to increase or decrease by **upto 20%** the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.
- 39 PURCHASER's Right To Accept Any Bid And To reject Any or All Bids
- 39.1 PURCHASER reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for the PURCHASER'S ACTION.
- 40 Notification of Award/ Fax of Intent / Purchase Order
- 40.1 Prior to the expiration of period of bid validity, the PURCHASER will notify the successful bidder in writing, by fax or email to be confirmed in writing that his bid has been accepted. The notification of award/ Fax of Intent / Purchase Order will constitute the formation of the Contract.
- 40.2 Delivery shall be counted from the date of Delivery Order.
- 40.3 Upon the successful bidder's furnishing of contract performance bank guarantee. Pursuant to ITB Clause-42, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security pursuant of ITB Clause 17.
- 41 Acceptance of Purchase Order
- 41.1 PURCHASER will issue the Purchase Order to the successful bidder, who, within 15 days of receipt of the same, shall sign all pages and return the acceptance copy to the PURCHASER.
- 42 **Performance Bank Guarantee:**
- 42.1 Unless mentioned in notification of award /Fax of Intent / Service Order within 15 days of the receipt of the Delivery Order from the PURCHASER, the successful bidder shall furnish the performance guarantee in accordance with Clause 12 of General Conditions of Contract in the form provided in the bidding documents. The Bank Guarantee/Letter of Credit towards performance guarantee shall be in the currency of the Contract.


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- 42.2 The performance guarantee shall be for an amount equal to 3% of the annualized contract value, in favour of MNGL, valid for a period of 27 months as security deposit, from Nationalized / Scheduled bank except Co-operative bank within 15 days from the date of issue of this Service Order towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee/Letter of Credit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. This bank guarantee/letter of Credit shall be valid for a period as-stated in Clause-12 of General Conditions of Contract
- 42.3 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 43 Income Tax Liability
- 43.1 The bidder will have to bear all income tax liability, both Corporate as well as for his personnel.
- 44 Corrupt or Fraudulent
- 44.1 The Purchaser requires that Bidders / Practices Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser:
- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing 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 Purchaser 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 Purchaser 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, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

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SECTION – 4

SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT (SCC)

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Objective of the Contract

Maharashtra Natural Gas Limited, in short MNGL is a company incorporated in January 2006 to meet the City Gas distribution needs of various districts in Maharashtra and other. That PNGRB had conducted 9th CGD bidding round, accordingly, MNGL had applied and participated in the said bidding round. MNGL had successfully secured the GA at Sindhudurg, Nashik & Ramanagara respectively.

MNGL is a joint venture Company of two PSUs viz. Bharat Petroleum Corporation Limited (BPCL) and GAIL (India) Limited (GAIL) with the mission to supply clean and green (eco-friendly) fuel.

Main business objectives of the company are as under:-

- To provide clean, environment friendly green fuel as an alternative to the conventional auto fuels like Petrol and Diesel and
- To provide safe, convenient and reliable piped natural gas to its customers in the domestic, commercial and industrial sectors.

MNGL intends to take vehicles on monthly hire basis. The vehicles will be required for transportation of MNGL's and its authorized personnel in PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA and will be on 12 hrs duty on all days of the month **excluding Weekly off & Holidays (15th August, 26th January and 1st May) under actual field conditions**, in all weathers as per requirement at the sole discretion of MNGL. In case of availing services on weekly off / holiday, for 12 hrs duty vehicles, payment shall be made on pro-rata basis for number of hours worked as per the rate in SOR for charges for overtime beyond 12 hours for the respective model of vehicle.

12 hrs. duty vehicles are required to work on 6 days of week. If required to operate on weekly offs and holidays overtime will be claimed.

The Contractor has to provide the vehicles on monthly hire basis for a **period of 2 (two) years**. Deployment schedule shall be given at the time of order.

The vehicle shall be operating in the state of Maharashtra & Telangana and should be Commercially registered for regular plying and should have road permit to operate in both the states.

The Scope of Work includes but not limited to the following:

1. The Contractor has to provide following 04 nos. of vehicles on monthly hire basis as per following table listed below for a period specified in the Bid document. The area of operations and place of reporting of vehicles is detailed below:



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Table No. 1 – Diesel Vehicles model not earlier than 2021


S.N.	Type of vehicle running on Diesel	Proposed fix monthly KMs & Duty Hrs	Qty	Area of operation	Place of Reporting
1	AC Maruti Swift Dzire / Toyota Etios /Honda Amaze	3000 kms & 12 Hrs. duty	01 Nos.	Pudur, Hyderabad	As per requirement will be informed later
2	AC Maruti Swift Dzire / Toyota Etios /Honda Amaze	3000kms & 12 Hrs. duty	01 Nos.	Kamareddy	As per requirement will be informed later
3	AC Maruti Swift Dzire / Toyota Etios /Honda Amaze	3000 kms & 12 Hrs. duty	01 Nos.	Mehkar (Buldhana)	As per requirement will be informed later
4	AC Maruti Swift Dzire / Toyota Etios /Honda Amaze	3000 kms & 12 Hrs. duty	01 Nos.	Nanded	As per requirement will be informed later

2. Deployment of Vehicles :

- The area of operations of vehicles shall be Pudur, Kamareddy in Telengana and Mehkar, Dist. Buldhana & Nanded in Maharashtra State. The vehicles deployed must have necessary Taxi Permit for movement in both the States / area of operation. However, sometime the movement of vehicle(s) may be required outside the cities specified for operation. In such events the Contractor must obtain necessary 'Permit' for which MNGL shall reimburse the amount paid to the appropriate authorities on this account against submission of documentary proof.
- The award of Contract(s) to the successful Bidder(s) will not entitle him the exclusive right to supply the entire requirement of hired vehicles. MNGL reserves the right to use its own vehicle(s) and equipment at its own convenience and discretion for the works during the currency of the Contract and also reserves the right to conclude parallel Contract(s) at the same time, including the splitting of the present work amongst the responsive Bidder(s), as per MNGL's decision which cannot be challenged by the Bidder(s).
 - Vehicle(s) deployed should be duly registered with R.T.O. under valid Permit(s), all taxes paid, comprehensively insured covering the risk of all passengers traveling in the vehicles. Vehicles should have valid Permit(s), required tools, spare wheels, portable fire extinguisher and spares for repairs to be carried out en-route.
 - Contractor should have valid "Permanent EPF Account" under RPFC and "ESIC" in its name. Wherever, "ESIC" is not applicable, same shall be governed by "Workmanship Compensation Act". Documentary proof(s) of "Permanent EPF Account" and "ESIC" / "The Workmen Compensation Act" [prior to commencement of work, in case of award]", must be submitted.

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6. The Contractor shall ensure that the vehicle(s) are kept clean and upholstery with neat seat covers duly washed / dry-cleaned to be provided at an interval as specified by the Officer in-Charge.
7. The Contractor will ensure that the drivers of the vehicles are given "one [01] day's off in a week" and provide alternative driver for that day.
8. Vehicle, (s) to be provided with factory fitted devices such as A/C and all other major components. Total run of a vehicle during the contract period or its extended period shall not to exceed 1 lakh kms. In case a vehicle(s) has run 1 lakh kms, such vehicle(s) must be discontinued and replaced by similar or better/upper specifications vehicle(s) till the end of the Contract period or extended period.
9. Contractor should appoint one Supervisor on 12 hrs daily basis with communication facility & he will be responsible for the movement and condition of vehicle. His duty is to control vehicles, daily checking of vehicle conditions, facilitate MNGL employees and other related activities which will be given by MNGL HR officials.
10. On vehicles front & back mirror "ON MNGL DUTY" clearly visible board is required.
11. Driver must have authorized valid commercial vehicle driving license and neat & clean on daily basis (properly in uniform and shoes) Contractor will be held responsible if driver is not in proper attire. A Fine of Rs.500/- will be imposed.
12. As per requirement of vehicle in Odd Hour/Holiday/Outstation, vehicle as well as driver will be arranged by the Contractor. If the Contractor fails, then a fine of Rs.2,500/- plus the hired vehicle charges from outside will be borne by the Contractor which will be deducted from his/her monthly bill.
13. Contractor should personally visit at MNGL offices at least twice in month for inspection of vehicles and also monitor the driver's attire.
15. Vehicles must be available 12 hrs from the staring hrs, if required for more hrs. then overtime will be paid as per applicable rate after 12 hrs. In case if the Contractor provides less than 12 hrs of service of vehicle then penalty will be Rs.1,000/- per day per vehicle.
16. Contractor will pay minimum wages to the deployed drivers on or before 07th day of every month as per The Motor Transport workers Act, 1961 and applicable act in the respective states. If he fails, then penalty of Rs.1,000/- will be imposed per day per driver for the delay.
17. Binding (Hard) Logbook (at least 200 pages) will be provided by Contractor which should be maintained by Drivers on daily basis & Contractor/Supervisor should

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ensure it is maintained properly. During inspection if it is found that the Logbook is not maintained properly then a fine of Rs. 1,000/- will be imposed.

18. All vehicles must be clean (inside -out) on regular basis, Contractor/Supervisor should ensure it on daily basis. If any vehicle found dirty on duty, then fine of Rs. 1,000/- per vehicle per day will be imposed.
19. Toll & Parking charges will be paid by Contractor which he can claimed along with bills on monthly basis. But if paid by the User then double amount will be deducted from his monthly bill with fine charges of Rs. 1,000/- per occasion.
20. Contractor has to provide vehicles as following below mentioned locations:

GA	Location
Telangana	Pudur (Hyderabad)/Kamareddy/ Nizamabad
Nanded	Mehkar/ Buldhana/ Parbhani/ Nanded


Note: Within the GA MNGL is authorized to deploy vehicle at any location as mentioned above there will be no additional charges for the same. By giving 15 days' notice MNGL may change reporting location within GA.

- 21 The contract must own at least 1 Nos. of vehicles.

The above vehicles shall be four wheelers having taxi permit and should be registered in the name of firm / contract in case of proprietorship / partnership concern and in the name of the firm / company for other than proprietorship / partnership concern.

Documentary proof of copy of valid RC must be submitted by the bidder along with the bid.


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

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SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 GENERAL

- 1.1 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and any other documents forming part of contract, wherever the context so requires.
- 1.2 Where any clause, sub-clause, etc. of the General Conditions of Contract is repugnant to or at variance with any provision(s) of the Special Conditions of Contract, Unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall, to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever, it is mentioned in the specifications that the CONTACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his own cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The intending bidder shall be deemed to have visited the site. Non familiarity with site conditions and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with specifications.
- 1.5 **Bids of Joint Venture/Consortium not acceptable.**
- 1.6 The vehicle shall necessarily have TAXI PERMIT.
- 1.7 During the period of the contract, **MNGL can increase/decrease the number of vehicles on the same rates**, terms and conditions as stipulated in the contract and same shall be obligatory and binding on the contractor to execute any such order.
- 1.8 **No sub-contracting** shall be allowed without permission of the Company in writing.
- 1.9 The Vehicles, taken on hire with the approval of the Officer-in- Charge for regular duties under the contract shall not be changed/ replaced by the Contractor normally during currency of contract except for its being defective in which case another hired vehicle of equivalent or higher specifications/model shall be provided by the contractor. The replaced vehicle will be accepted only if it has all valid documents for which the decision of the Officer-in- Charge or its Authorized Representative will be considered as final.

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1.10 The decision with regard to acceptance or rejection of any hired vehicle(s) offered by the contractor shall remain with the Company and the same shall be final and binding upon the contractor.

2. GENERAL DEFINITIONS:

2.1 "AREA OF OPERATION OF HIRED VEHICLES" means the areas/places connected with activities of Maharashtra Natural Gas Limited defined in Scope of work OR any other place at the sole discretion of the Company, depending upon requirements to meet the objective of the contract.

2.2 "CHARGES" means the charges (normal duty hours) of Vehicles per month with prescribed kilometers.

2.3 Maharashtra Natural Gas Limited, a company having its **Corporate office at Maharashtra Natural Gas Limited, Pride Purple Coronet, 301-302, Second Floor, Baner Rd, Above Bata Showroom, Baner, Pune - 411045**

2.4 "CONTRACTOR" means any proprietorship / partnership firm or company to whom the contract is awarded for deployment of contract carriage vehicles on hire to the Company.

2.5 "CONTRACT" means the formal contract executed between the Company and the Contractor as a result of the subject Tender. The specific instructions issued from time to time by Officer-in- Charge or by his authorized representative and all documents taken together shall be deemed to form contract and shall be complementary to one another.

2.6 "DAY" means day starting from 0000 hrs to 2400 hrs.


2.7 "DISTANCE" means the distance by the shortest approachable route unless otherwise specified.

2.8 "HOUR" means an hour of sixty minutes. For the purpose of hire and/or penalty charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.

2.9 "MONTH" means a complete calendar month of the year.

2.10 "NIGHT HALT" means overnight stay of Vehicles at any place / in any area beyond its designated reporting place/places.

2.11 "PRO-RATA HOUR RATE" means a rate arrived at by the following formula:

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For 12 hrs duty = $\frac{\text{Monthly fixed charges}}{\text{Total days in a month} \times 12 \text{ hrs}}$


- 2.12 "REPORTING PLACE OF VEHICLES" means any operational site of the Company where a Vehicle shall normally report for duty. The normal Reporting place of Vehicles shall be as designated in the scope of work and actual location at the place of reporting will be intimated after placement of work order depending on the requirement and may be changed at any time during the currency of contract, if such requirement arises.
- 2.13 "SCHEDULE OF RATES" rates to be filled/ Attached to this contracts
- 2.14 "SEATING CAPACITY" means the number of passengers the Vehicles can carry including the driver.
- 2.15 "SUITABLE SUBSTITUTE" means similar Vehicle of equivalent or higher model not earlier than Year of Manufacture specified in Scope of Work for respective vehicle subject to acceptance by Officer-in- Charge.
- 2.16 Vehicle: As per the specifications given above.
3. PERIOD OF CONTRACT:
- 3.1 The contract will be valid initially for a period of 24 months commencing within 30 days from the date of Service Order or from the date of deployment of awarded vehicles, whichever is earlier. The period of contract can be extended for further period of 1(One) year at the sole discretion of MNGL at the same rate, terms and conditions. The rates will remain firm during the tenure of the said contract including the time extension.
- 3.2 **Vehicles are to be provided within 60 days**, from the date of issue of order (SO). The Order will be placed for intended number & type of vehicles.
- 3.3 In case, contractor fails to place the prescribed vehicle within 90 days from the date of issue of order (SO), **including grace period** of 30 days shall be allowed for which penalty shall be imposed & as shown here in under:-

DELAY PERIOD


PER DAY/PER VEHICLE

Beyond 61st to till 90th day

Rs. 1,000/- per day/ per vehicle


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- 3.4 If the vehicle is not placed even after 60th day from the date of issue of order (SO), then the contract may be cancelled after giving 30 days notice in writing without prejudice the Company's right to forfeit the Earnest Money Deposit/ Security Deposit and other rights available under the contract.
- 3.5 The contract normally stands terminated after the expiry of the period of the contract. However, the Company reserves its right to terminate the contract at any time by giving **30 days notice in writing without assigning any reasons** thereof. The contractor shall not be entitled for any compensation thereof.
- 3.6 **Contractor can deploy vehicles of the model earlier than 2021 i.e. of the model 2018 for first 60 days. However, in no circumstances vehicles of the Model earlier than 2019 shall be acceptable after completion of 60 days from the date of SO/ Commencement of the Contract.**
4. SCOPE OF WORK:
- Refer Scope of work for details.
5. OPERATIONAL NORMS & CONDITIONS
- 5.1 The Vehicles are required to report to sites/locations as per the direction of the Officer-in-Charge and may be required to stay overnight on temporary duties. The vehicles for execution of the Pipeline Projects shall be reporting to the Project offices. However, night halt for the places other than those mentioned in the Scope of Work shall be considered as out station duties for payment purpose.
- 5.2 The contractor shall be required to deploy the Vehicles confirming to the specifications with all-requisite factory fitted accessories tools, and accessories including spare wheels and the other equipment as per the M. V. Act / rules in force.
- 5.3 The contractor shall maintain the Vehicles in absolute good working condition. If any **Vehicle develops defects while on duty**, the contractor shall immediately replace it by a Suitable substitute vehicle within a period of **two hours** or arrange satisfactory repairs. In Case of failure of the contractor to repair the Vehicles or to provide the substitute vehicle, then penalty shall be imposed **as per clause no. 22**. If the MNGL makes alternative arrangement, the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by the MNGL in addition of penalty.
- 5.4 The Contactor has to provide the vehicle(s) with tank full of fuel and sufficient money with the driver to meet with any exigency for all the notified requirements for long distances/ outstation duties. In case of failure of the vehicle in route for

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want of fuel or otherwise and the accompanying Driver shows his inability and the Company's employee/ officer or any other authorized person utilizing the vehicle has to incur expenditure for making good the vehicle either by refueling or any other act which is recorded in log book by the utilizing person, recovery of such expenses shall be double the amount spent by the utilizing person along with a day's hire charges calculated on pro-rata basis and these amounts shall be recovered from the Contractor's bill.


- 5.5 In case, **hired vehicle(s) is totally damaged due to an accident**, the Contractor will provide ADHOC vehicle(s) of similar / matching type within "twenty-four [24] hours" from the occurrence of the accident and permanent replacement of such vehicle shall be provided to MNGL within 15 days from the occurrence of the accident. In case of non-compliance of which penalty shall be imposed **as per clause no. 22** after 24 hours.
- 5.6 Drivers of the Vehicles normally should not be changed during currency of contract. The Contractor shall ensure that the driver(s) provided on vehicles is/are well dressed, smart in turnout and is/are disciplined, courteous and behave properly with the Company's personnel. The Contractors shall withdraw such driver(s) from duty, who do not behave in a proper/disciplined manner or who resumes work under the influence of liquor etc. The Company's decision in this regard shall be final and binding on the contractor. In case of failure of the contractor to withdraw such driver(s) from duty, the Vehicle(s) shall not be accepted for duty and shall be considered as vehicle(s) not provided by the contractor and penalty as applicable shall be levied.
- 5.7 Contractor shall provide proper upholstery for the vehicle along with a pair of uniforms of 'White Shirt & Black Trouser', or any other colour as approved by Officer-in- Charge, stitched in standard uniform pattern & shoes to every driver provided with the vehicle(s). In case, the driver is not presenting himself for duty in proper uniform, penalty **under clause no. 22** will be imposed on Contractor. Decision of "EIC/OIC" will be final & binding on the Contractor in this regard.
- 5.8 In case of air conditioned vehicles, **under clause no. 22** per day per vehicle shall be levied, if the AC is not working.
- 5.9 The Contractor shall have to make his own arrangements for the stay of his staff including night-halt, etc. at his own risk and cost and also for repairs and fueling, etc. of the hired vehicle(s) as per requirement. However, the Company shall pay "night-halt charges as mentioned in clause no. 14 in case vehicle(s) are deputed for 'outstation duty' and required to stay overnight.

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- 5.10 In case any Vehicle(s) is **withdrawn from duty** by the contractor or if she / he **fails to provide a substitute Vehicle** or provide a **Vehicle which is not in acceptable condition**, no payment shall be made to the contractor for those day(s) against the Vehicle and imposing the penalty as **specified in clause no. 22** of SCC of the tender which shall be recovered from the bill(s) of the contractor without any notice.

$$\text{For a day} = \frac{\text{Monthly Fixed Charges}}{\text{No. of days in a month}}$$


- 5.12 **The driver/contractors shall not carry any unauthorized passenger in the Vehicles** on duty hours. In case the same is detected, no payment shall be admissible for the day/days of such occurrence. In case Contractor/ Driver ignores the instructions, the Vehicle shall not be accepted and **penalty as per clause no. 22** shall be imposed and in case of no improvement and corrective action, Officer-in-Charge shall initiate action for de-hiring/ cancellation of contract.
- 5.13 The Vehicle(s) on duty is/are subject to **surprise checks** by an authorized representative of the Company for carrying any unauthorized passenger or any conduct prejudicial to the Company's interest or image. Such checks will also be applicable to any alternate Vehicle provided by the Contractor. In case of any default / non-compliance of the terms and conditions of the Contract, stern action shall be taken against the Contractor including de-hire and cancellation of contract.
- 5.14 The Contractors shall not display the advertisement of his or other agency on the Vehicle(s) hired by the Company.
- 5.15 Before and after the duty hours and on holidays, the Vehicles deployed for duty shall not be used for any other purpose.
- 5.16 Speedometer Kilometer Recorder and other instruments/meter(s) must be maintained at a high standard of accuracy. Any defect noticed by Officer-in- Charge or his authorized representatives shall be rectified forthwith by the Contractor. Until such rectification, the kilometer for such distance/places as verified and certified by the Officer/Staff traveling in the Vehicle shall be final and binding to the Contractor for the purpose of billing, etc.
- 5.17 The contractors shall have an office with telephone facility. The responsible representative of the contractor shall have to make regular visits to the Company as specified from time to time during currency of the contract. The Contractor should intimate his contact Telephone numbers & permanent address for communication/ correspondence in writing along with his offer for correspondence in regard of this contract. Any change in permanent address of the party shall be intimated at least 15 days before such change. The driver should also have mobile phone in working

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condition. A printed slip / card indicating the vehicle registration no., name of the driver and his mobile no. should be handed over to the commuter immediately while boarding the vehicle.

- 5.18 Regular Vehicle shall be given one day off in a month for maintenance to keep the vehicle in good running condition. However Contractor has to provide suitable substitute / **replacement Vehicle during maintenance period**. In case of failure, penalty would be made as **per clause no. 22** of SCC of the tender.
- 5.19 In case of Vehicles hired from other sources by Contractor and deployed on duty, an undertaking on stamp paper of requisite value is required to be submitted from concerned Party indicating its willingness for deploying the vehicle through the Contractor, and under any circumstances he/ she will not make any claim whatsoever to the Company.
- 5.20 i) Contractor should produce necessary ESIC Code before commencement of work or coverage under Workmen Compensation Act who are not covered under ESI Act, the Contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to the Company.


ii) Contractor should produce necessary EPF Code before commencement of Work.
- 5.21 Contractor is responsible to obtain labor license, if applicable, under the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 from the Office of Assistant Regional Labour Commissioner (Central), Pune Ministry of Labour, Govt. of India for the respective States.
- 5.22 Contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labour legislations.
- 5.23 Contractor shall discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act 1936, Workman Compensation Act 1923; and, other relevant acts, rules and regulations notified from time to time.
- 5.24 Contractor shall also ensure to engage only those persons whose character / antecedents have been **got verified by him from local police station** and Contractor shall submit the document to the Officer-in- Charge for the same as and when required. Contractor shall provide proper identification cards for his employees duly signed by him or his authorized representative to be deputed for work. Contractor should also obtain entry passes from the Company's Security agency through Officer-in- Charge for his employees, wherever required.

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- 5.25 Contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th day of the following month. Contractor shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per the Minimum Wages Act, 1948 and the Payment of Wages Act, 1936.
- 5.26 While conforming to any of these conditions, Contractor should ensure that no applicable Act or rules regarding labor, welfare etc, is violated. Contractor shall indemnify MNGL for any action brought against him for violation, non compliance of any applicable Act, rules & regulations thereunder.
- 5.27 Persons proposed to be deployed by Contractor shall be medically examined and declared fit by qualified medical practitioner. Contractor should undertake and ensure that personnel engaged by him is not suffering from communicable disease.
- 5.28 Vehicles shall not leave duty point for any purpose without the specific permission of the user.
- 5.29 If Vehicle driver has taken an amount from the user towards cost of diesel, consumables etc. double the amount shall be deducted from Contractor's bills without any notice.
- 5.30 Vehicle provided may have Mobile Radio System to be installed by the Company and Contractor shall have no objection to that. Driver of the vehicle shall be solely responsible for safety and security of such system.
- 5.31 Duty hours and kilometer run of the hired vehicles shall be counted from the reporting time of the hired vehicle at the designated place in the town. No hire charges shall be paid to contractor for the kilometer run from its place of parking to the reporting place & vice versa. Vehicles will be required to report for duty at a particular nominated site/place. In case it is required to report at any other place directly, kilo meter run from the nominated site to the reporting site is payable and no other charges shall be paid.
- 5.32 Contractor's staff shall abide by the existing security and safety rules / regulations / precautions as per instructions given from time to time. Contractor and his employees may also be required to pledge secrecy and non-divulgence of the nature of work of the Company.
- 5.33 The Company shall not be responsible for any claim/compensation that may arise due to damages/ injuries/ pilferage to Contractor's vehicles/ property/ drivers other staff, etc. under any circumstances while the hired vehicle(s) is engaged on duty.

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- 5.34 Contractor shall ensure that his drivers refrain from smoking while driving the Vehicle, be polite and well behaved and should not use any abusive language. Driver(s) also to ensure that no inflammable substances of any nature, form etc. should be carried by Vehicle at the installations, camp stations, stores, yards, etc. while on duty. Contractor's employees shall also ensure that they abide by usual and special rules regarding the safety and security measures while on duty with the Company as per directions of the representative(s) of the Company at the worksite.
- 5.35 Contractor(s)/ driver(s) shall arrange to park the Vehicle(s) at a designated place at his risk & cost. However, the Contractor shall be liable to provide the hired vehicle(s) to the concerned user(s) within "one [01] hour" of intimation from the Company.
- 5.36 Contractor shall be solely responsible and indemnify the Company against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 5.37 Contractor will have to provide spare wheel(s) in good condition with the vehicle(s) to meet any eventual breakdown en-route requiring minor repairs developed during journey.
- 5.38 Contractors shall indemnify the Company against all losses or damages if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 5.39 Contractors shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 5.40 Contractor is required to maintain registers and records as required under different laws.
- 5.41 Contractor shall take care of the health and insurance of all their employees and workmen deputed for this work.
- 5.42 Contractor will deploy adequate number of qualified & experienced personnel to discharge the contractual obligations effectively.
- 5.43 Vehicle preferably of white' color shall be fitted with good quality music system, Reading Light, Fire extinguisher and First-aid box. In case of non-provision of any item, a penalty shall be imposed under **clause no. 22** per day per item.
- 5.44 The driver should be conversant with local language preferably having knowledge of Marathi, Hindi & English.

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5.45 **Parking fee and Toll fee incurred by the contractor in respect of the vehicles on MNGL duty will be claimed along with monthly bills and would be reimbursed to the contractor by MNGL as per actuals. The payment shall be admissible on submission of the receipts certified by the user.**

5.46 Whenever it is found that, no vehicle is deployed for the service on any day or no vehicle came for the service beyond 01 hour; penalty shall be levied **under clause no. 22** per occasion and in such cases, company shall reserve the right to call such vehicle from third party & bill of which shall be payable by the contractor.

6.0 **VEHICLE DOCUMENT:**


The Vehicles should be fit in all respects for operations in accordance with the Motor Vehicle Act, the rules and the laws as applicable from time to time. The Vehicle(s) must be equipped with valid documents i.e., Registration Book, Taxi Permit, Pollution Control Certificate, Insurance Certificate, Fitness Certificate(s); permits which include all permits for towing with taxes, fees levies paid up to date during the currency of the contract. This shall include Annual permits/temporary road permits or parking fees etc., if any required during and for the duty with the Company. The responsibility of any lapse in this regard shall be that of the contractors/vehicle owners exclusively. The Company, its officers/employees shall in no way be responsible for any lapse/default of the vehicle owner/contractor, and, the company, its officers/employees shall be completely indemnified and kept harmless by the contractor against such default.

7.0 **LABOUR LEGISLATION AND OTHER ENACTMENTS:**

7.1 Contractor shall strictly follow and abide by the rules and regulations of the Motor Vehicles Act, Motor Vehicle Rules, Pollution Control Norms and other relevant Central/State legislation's and orders, rules and regulation of Central/State Government and other authorities. Contractor agrees to indemnify and hold the Company and its employee's harmless for/against any loss, expenditure and claims penalty etc., of whatsoever nature to the Company in this regard due to the non-fulfillment of the obligations and violation by the contractor.

7.2 Registration with Labour Commissioner: If necessary, Contractor shall be required to register with Labour Authority of appropriate Government having jurisdiction as per "Contract Labour Rules 1971", or any other labour rules/regulations/laws, applicable from time to time. This shall be required immediately after the acceptance of the Tender. Contractor shall comply with all the applicable Labour Laws.

7.3 Contractor will be fully responsible for any and all disputes arising out of any Labour Act, Motor vehicles Act, Income Tax Act, Payment of Wages Act, Pollution Control

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Act, Mines Act, EPF Act, Industrial Disputes Act etc., and will settle the same at his own. It is the responsibility of Contractor to pay the driver/ any employee as per labour law/ Payment of Wages Act in force and in case of failure of any claims, Contractor is personally responsible.

- 7.4 Contractor must indemnify the Company, its employees against any liquidated damages incurred as the principal employer for any failure of Contractor to honor the various Central/State/Local self-body laws/enactment in this respect.
- 7.5 Contractor shall exclusively be liable for non-compliance of the provisions of any act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract.


Contractors shall undertake to indemnify the Company against all actions, suits, proceedings, claims, losses, damages etc. which may arise under "Minimum Wages Act", "Personnel injury", "Company Insurance Act", "E.S.I. Act", "Fatal Accident Act", "Workmen Compensation Act", "Shops & Establishment Act", "Employees Provident Fund Act", "Family Pension & Deposit Linked Insurance Scheme" or any other act or statute not specifically mentioned herein but having any direct or indirect application for the persons engaged under this Contract.

Contractor agrees to and does hereby accept full & exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold the Company harmless from any liability/penalty which may be imposed by the Central, State or local authority and also from all claims, suits or proceedings that may be brought out against the Company arising under, growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the Contractor, by third parties or any Central Government, State Government or Local authority under any act or rule framed there under. Contractor shall indemnify the Company against all losses or damages caused to it on account of acts of the personnel deployed by him.

- 7.6 Contractor will be required to observe and fulfill all the obligations under various enactments applicable to the nature of job performed by him under the contract.

8. **TAXES & DUTIES:**

Contractor shall pay all the taxes corporate tax i.e. Income Tax, Goods & Service Tax and any/or any other taxes levied by Central/State or any other authorities. However, the Company will deduct standard recovery towards the Income Tax from monthly payments. However Goods & Service tax shall be paid extra at actual on presentation of receipt. In case Goods & Service Tax is applicable for the Tendered Work, Contractor shall claim the Goods & Service Tax indicating rate of abatement/

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deduction allowed as per "Goods & Service Tax Act" from the 1st Invoice itself. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered, and shall contain the following:

- (a) Name, Address & Registration No. of such Person/Contractor
- (b) Name & Address of the Person/Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided
- (d) Goods & Service Tax Amount

Payments to Service Provider for claiming Goods & Service Tax amount will be made provided the above formalities are fulfilled. In case of statutory variation in Goods & Service Tax during currency of the Contract, Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of Goods & Service Tax / statutory variation in Goods & Service Tax, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential Goods & Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears.


9. VEHICLE INSPECTION (PERIODIC AND RENEWAL INSPECTION):

- 9.1 Acceptance of a Vehicle in the service of the Company will be subject to the inspection of the vehicles documents and the documents of the driver, by an authorized officer. Such inspection(s) will be carried out initially before the first acceptance of the vehicle and at an appropriate periodical or by surprise checks at the discretion of the Engineer-in-Charge. The decision with regards to the acceptance or rejection of the vehicle/equipment, offered by Contractor(s) shall remain with the Company and its decision shall be final and binding.

Any certificate obtained or produced by Contractor stating the condition of the vehicles offered/placed at the service of the Company by any officer of Central or State Government Authority such as M. V .1. etc., as satisfactory shall not be binding on the Company. The Company has an absolute right to accept or reject the same.

10. REQUIREMENT & ADDITIONAL PLACEMENT OF VEHICLES:

- 10.1 During the currency of contract, the Company may increase/ decrease the number of vehicles depending upon the requirement and the same shall be obligatory and binding on the contractor. The Company shall have right to take on hire Vehicles in phased manner also, depending on the requirement. In case of decrease in number of vehicles, a notice of 7 days shall be given for de-hiring. In case of increase of number of Vehicles, the contractor has to supply the vehicle within a period specified in Clause 3, above.

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11. LOG BOOK MAINTENANCE:

11.1 MNGL shall provide sample format for the Log book at the time of order placement & Contractor shall submit the log book in the same format. In case of not getting the log book filled-in correctly and properly or if there is any objection, the bill(s) may be returned for getting the objection(s) rectified. The logbook must be got filled-in from user on day-to-day basis. The same shall be checked randomly and if not found updated on daily basis, **penalty under clause no. 22** per incidence shall be recovered from the bills.

Separate logbook for each month will require to be maintained for each vehicle. These shall be duly filled-up in all the columns and signed by the officer of the Company with all details. All the bills will be verified on the basis of logbook of the vehicle. If the name and designation of the user/officer is not clearly identified, the payment for such journeys may not be admitted.


11.3 Responsibility of obtaining the daily KM runs properly entered in the logbook in all respects to tally the distance run and places visited shall be entirely of Contractor. The speedometer of the vehicles should not be discontinued during the period of contract. The distance traveled between Office-garage-Office should be reflected in log book.

11.4 Opening KM reading and closing KM reading shall be taken from the notified reporting place but not from the contractor garage/residence. The opening KM reading in logbook shall be filled immediately on report to duty. In case there is some difference, the excess difference will not be paid and bill(s) will be corrected accordingly and passed for payment.

12. ACCIDENTS / DAMAGES / CLAIMS LIABILITIES:


12.1 In the event of any accident or damages while the vehicle(s) is on the duty, the Company shall be completely free from any liability of any nature connected with the accident/damage(s). Contractor himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However, if the damage or loss is incurred by the Company or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, Contractor shall reimburse on demand and without any demur the compensation/ damages if any sustained by the Company on this account.

12.2 Contractor shall be solely responsible for any consequences under law, arising out of any accident caused by the vehicle(s)/equipment to the property or personnel of the

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Company. Contractor shall also be responsible for any claim/ compensation arising out of such damages or injuries sustained by any third party including loss of life, permanent injuries etc., by his/their vehicle(s), in addition to damages/disabilities/death, etc. caused to the employees and property of the Company. Contractor shall reimburse on demand and without any demur the compensation/damage if any sustained by the Company on this account.

- 12.3 Contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in his employment while on duty of the Company.
- 12.4 The Company shall not be responsible for any claim/compensation that arises due to damages/injuries/pilferage to Contractor's vehicles/ property under any circumstances while the vehicle(s) is on duty of the Company.
- 12.5 It is the responsibility of Contractor to inform the user of the vehicle as well as the Officer- in Charge or his authorized representative occurrence of any accident as early as possible to avoid any disruption to the Company's operations, provide substitute vehicle and submit a detailed report to the Officer-in Charge or his authorized representative within 24 hrs for the record of the Company.
- 12.6 Absence of vehicle due to any accident shall not entitle Contractor to any exemptions from the liabilities under the Contract. Arrangement of the alternative/ substitute is the responsibility of the contractor.
13. **INSURANCE:**
 - 13.1 Hired vehicle(s) should be fully / comprehensively insured by Contractor, at his own cost covering all risks and liabilities including strike & riots.
 - 13.2 All liabilities arising out of the accidents, disturbances to the vehicle(s) operations of the Company will rest upon the contractor.
 - 13.3 Contractor shall be responsible to submit copies of insurance cover and other documentation in respect of vehicles deployed with the Company on the date of placement of vehicle. Contractor shall also be responsible for renewal of such insurance covers in time.
 - 13.4 Contractor shall also ensure and provide insurance cover to its staff including driver and Cleaner, if so deployed with the vehicle.

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14. RATE:

14.1 The Company shall pay for the services of the Vehicles at the rates mentioned in Schedule of rates enclosed.

14.2 The rates, offered should include all expenses fuel, oil, lubricants, establishment, all expenses on drivers viz., salary as per labour regulations (including cost of permits, repairs and maintenance, including the provisioning of the breakdown/maintenance reserve taxi etc.), whatsoever required for the specific performance of this contract including goods & service tax. Such expenses shall include expenses on Regional Transport Authority, Labour Authorities, and Government local and Municipal Authorities dues, comprehensive insurance, local services and any other expenses wherever or whatsoever necessary for the continuance/operation of such services.

14.3 Parking and toll charges shall be paid extra as per actual on submission of original documents.

14.4 RATES FOR ADDITIONAL RUN & NIGHT HALTS:

Rates for additional run beyond fixed Kms and out station night halt charges shall be FIRM for the vehicles on monthly / regular basis and shall be paid extra as quoted by the bidder. For further details refer SOR.


15. ESCALATION / DE-ESCALATION:

15.1 Rates quoted are firm and will remain unchanged during currency of the contract. However, the Company will consider an increase/decrease in the Kilometer rates during the contractual period, in the event of increase/decrease in retail prices of fuel as per, the following formula: :

$$\frac{R \times I}{N}$$

Where as R = Total K.M. run during the month
 I = Increase/decrease Price of fuel/ per ltr for Diesel or per Kg for CNG
 N = Mileage of the vehicle (approx.)

Note: The Mileage figure of vehicle (s) to be considered for calculation of ESCALATION / DE-ESCALATION is as under:

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Diesel Vehicles model not earlier than 2021

Sl. No.	Type of vehicle running on Diesel	Average on Diesel (N)
1.	AC Maruti Swift Dezire / Toyota Etios /Honda Amaze	16
2.	AC Maruti Swift Dezire / Toyota Etios /Honda Amaze	16
3.	AC Maruti Swift Dezire / Toyota Etios /Honda Amaze	16
4.	AC Maruti Swift Dezire / Toyota Etios /Honda Amaze	16

The Escalation / De-escalation as worked out above will be applicable only if increase in price of diesel is beyond + (plus) or - (minus) 3% from the prevailing rate on the date of tender opening.

15.2 The above formula shall also be used for reduction in rate per km, in case the fuel price is reduced. Press Notification shall form the basis of prevailing fuel price. The escalation charges will be claimed in the subsequent month only from the date of rise of fuel price. However, this will not be applicable for increase of spare parts, lube oil etc.

15.3 No claim whatsoever will be considered for increasing the monthly charges of the vehicles during the period of agreement entered on the basis of this calculation.


15.4 Contractor shall submit the actual bills in original issued by Diesel / CNG out lets and shall claim the escalation/ de-escalation along with his regular Bills.

15.5 The diesel / CNG rates prevailing at place of deployment as detailed in Scope of works will be taken as the basis for calculating escalation / De-escalation.

16. **BILLING AND PAYMENT TERMS:**

16.1 The Company shall not be liable to make any other payment except the agreed hiring charges. The rates offered should include all the expenses on drivers viz., salary as per labour regulations (including bonus, overtime etc.), uniform, taxes, parking charges, permit, repairs and maintenance of vehicles, including the provisioning break down/ maintenance/ re-service vehicle etc. whatsoever required for the specific performance of this contract including goods & service tax.

16.2 Contractor shall submit bills duly certified by designated officers of MNGL in respect of the service (vehicle wise) rendered by him in duplicate on monthly basis to the Company (not in piece meal), in the prescribed Performa duly verified and certified by the user. The bills shall show date wise services rendered as per the logbooks. Contractor is required to submit the bills within 07 working days of the following

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month, duly filled in all respect to the Officer-in-Charge or his authorized person. The bills complete in all respects will be processed and paid within 20 working days from the date of receipt by the concerned F & A after deducting applicable taxes.


- 16.3 No claims whatsoever will be considered for increasing the charges during the period of agreement/ extended period on basis of this tender.
- 16.4 Payment will be released for the correctly made bills normally within 15 working days from the date of submission of bills duly certified by OIC. The Company shall not pay any interest for any delayed processing of the bills.
- 16.5 No interest shall be payable on withheld amounts.
- 16.6 Recovery of Income Tax applicable as per Income Tax Act from the bills.
- 16.7 Goods & Service tax if applicable should be inclusive in quoted rate and break-up of Goods & Service tax to be indicated in SOR.
- 16.8 The monthly bills shall be released on submission of Cenvatable Invoice along with the proof of payment of minimum wages to the drivers, deposit of their monthly PF & ESI contributions with statutory authorities.

PAYING AUTHORITY:

Director (Commercial),
MNGL, Pune

17. SECURITY DEPOSIT / BANK GUARANTEE:

- 17.1 The contractor shall furnish a total security deposit of 3% of annualized contract value (Basic Contract value excluding all taxes and duties). Security Deposit may be submitted in the form of Nationalized Bank's Demand Draft drawn in favor of Maharashtra Natural Gas Limited, Pune or Bank Guarantee in the prescribed Performa within 15 days from the date of Service Order.
- 17.2 The Security deposit/bank guarantee shall liable to be forfeited/invoked in case of termination of the contract by the Company.
- 17.3 The Company reserves the right to recover from the security deposit/ bank guarantee the balance amount, if any, which could not be recovered from the payments to the contractor under any of the clause of this contract.


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- 17.4 Contractor shall be liable to pay further balance of recovery / claim if any, which could not be recovered from the payments to the contractor and/or from the security deposit/bank guarantee.
- 17.5 The Company shall not pay any interest on the Earnest Money or Security Deposit or performance guarantee furnished by the contractor.
- 17.6 The Bank Guarantee towards performance guarantee for satisfactory performance of contract should be valid for 3 months beyond the original contract period and extended period as well. In the absence of such validity, payments of all dues to the contractor will be withheld. On production of performance guarantee, Earnest Money Deposit will be released.
- 17.7 The Security Deposit/ Bank Guarantee, subject to recoveries, if any, shall be refunded to Contractor after the successful completion of this contract.
- 17.8 In case Contractor fails to carry out the job, as per the terms and conditions of the contract, the security deposit is liable to be forfeited and Bank Guarantee is to be invoked, without prejudice to any other right, which the Company may have under this contract or otherwise.

18. TERMINATION:

The Company may without prejudice to its rights against Contractor in respect of any delay or otherwise or any claims for damage, in respect of any breach of the terms of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, by notice in writing terminate the contract with immediate effect in any of the following cases:

1. In the event of Contractor going into liquidation or winding up his business or making arrangement with his creditors.
2. It is found that contract has been procured by submitting incorrect or incomplete statements by the contractor or by making any misrepresentation including submission of forged documents.
3. If in the opinion of the Company, the contractor has delayed or suspended the facilities in terms of tender conditions.
4. In the event of any breach of the terms and conditions of the contract by Contractor or if Contractor is found to be indulging in activity subversive to the Company's interest or activity prejudicial to the interests of the Company and for any other good or sufficient reasons.

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5. Upon such termination of the contract the Security Deposit is liable to be forfeited and Bank guarantee to be invoked.
6. Notwithstanding anything contained above, the Company may, at its sole discretion, terminate this contract by giving the Contractor 30 day's written notice to the effect, without assigning any reasons whatsoever. The contract shall be deemed to have expired on expiry of the original period of contract unless extended.

19.0 FORCE MAJEURE


- 19.1 Where performance in whole or part by either party or any obligation under this Contract is prevented or delayed due to reasons beyond the control of such Party, such contract becomes unenforceable due to force majeure conditions and shall remain so till such time the force majeure event continues. Such events are act of public enemy, civil commotion, sabotage, floods, explosions, epidemics, or acts of God, Party claiming protection of force majeure shall give notice to other Party in respect of such event within 'four [04] hours' of occurrence thereof and neither party shall by reason of such event be entitled to have claim for hire charges/compensation/damages against the other in respect of such non-performance and/or delay in performance during such period.

20.0 SUMMARY OF TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENTS:

Bidders are required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate group for rejection of the Bids and forfeiture of Earnest Money Deposit.

In case, the information/documents furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, MNGL shall have full right to terminate the contract immediate and get the remaining job executed at the risk & cost of such contractor without any prejudice to the other rights available to MNGL under the contract such as forfeiture of Security Deposits, withholding of payments etc.

In the case the issue of submission of false document comes to the notice after execution of the work, MNGL shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor. Further, such contractor/bidder shall be blacklisted for future business with MNGL.

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21. PRICE REDUCTION SCHEDULE (PRS)

21.1 In the event of failure or delay of the Contractor in placing the required hired vehicles at the disposal of the Company or vehicle is not in acceptable condition for any reason whatsoever, the Company shall have the option to exercise any of the following rights:

- (i) To make suitable alternative arrangement of the hired vehicle at the sole risk & cost of the Contractor, and recover such extra cost & expenses either from the amount due to Contractor or from his 'Security Deposit', etc. Cost and expenses under this clause, however, shall not be limited to the outstanding amount or 'Security Deposit', etc. due to Contractor and Contractor will be liable to refund the entire cost to MNGL.
- (ii) The Company shall have the right to recover from Contractor "@1.5 times of the pro rata rate per day" on monthly hire-charges of a particular vehicle. However, the Company reserves the right to terminate the Contract, in case vehicle(s) hired, remains absent from duty 'continuously for five [05] days' or 'ten [10] cumulative days' in a period of 'one [01] year' except for the permissible monthly one day off for maintenance."

21.2 Further, for any other violation of the provision of Contract, the Company reserves the right to impose penalty "@Rs. 1000/- per such incident" per vehicle."

21.3 While submitting the Offer, Bidder must note the 'Recovery(s) in the Event of Failure(s) by Contractor', as detailed in clause 22 below.


21.4 It is expected that the Bidders have apprised themselves of the service conditions under which the vehicles have to be used for the Company.

22. RECOVERY(S) / PENALTY IN THE EVENT OF FAILURE(S) BY THE CONTRACTOR(S)

Penalty shall be imposed of Rs. 1000/- per occasion / per day for the non-compliance of the provision of this contract.

23 Arbitration:

23.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge / Officer-in-charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.

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The Employer [Maharashtra Natural Gas Limited] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.

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

The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be Pune in Maharashtra (India).

Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the court situated at Pune.


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

24 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 in **MAHARASHTRA STATE** for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at Pune in **MAHARASHTRA STATE** only will have the jurisdiction to hear and decide such disputed, actions and proceedings.


25.0 Statutory Compliance under Labour & Industrial Laws

1. The Contractor should produce necessary EPF Code before commencement of work.
2. The Contractor should produce necessary ESIC Code before commencement of work or workmen who are not covered under ESI Act, the Contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to Maharashtra Natural Gas Limited.
3. It shall be the sole responsibility of the contractor (including Contracting firm/ company) to obtain and to abide by all necessary licenses/ permissions from the concerned authorities as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act,1970


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4. The Contract shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act,1952, the Employees State Insurance Act,1948, the Contract Labour (Regulation& abolition)Act,1970, the Inter-state Migrant workmen (Regulation of employment &conditions of services) Act,1979, the Minimum Wages Act,1948, the Payment of Wages Act,1936, the Workmen's Compensation Act,1923, Payment of Bonus (Amendment) Ordinance 2007 and other relevant Acts, Rules and Regulations enforced from time to time
5. The contractor shall be responsible for required contributions towards P.F, Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering services to MNGL and shall deposit these amounts on or before the prescribed dates. Every contractor shall submit the proof of depositing the employees' and employer's contributions. The contractor shall also be responsible to pay any administrative/inspection charges thereof, wherever applicable in respect of the personnel employed by him for the work of MNGL.
6. The contractor shall regularly submit all relevant records/ documents to MNGL representative for verification and upon such satisfaction only, MNGL will allow reimbursement of the amounts paid.
7. The contractor/contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner (Central), Pune from time to time in the presence of authorized representative of the Principal Employer i.e. Engineer-In-Charge (EIC). The Engineer Incharge shall ensure that the contractor/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time. The contractor after disbursing the wages in the presence of Engineer –In-Charge shall submit the copy of the register of wages to the management every month which shall necessarily contain following certification by the Engineer- In –Charge

“Certified that the amount show in column No has been paid to the workman concerned in my presence on at” .
8. The contractor shall be directly responsible and indemnify the Company against all charges, dues, claims etc. Arising out of the disputes relating to the dues and employment of personnel deployed by him.
9. The contractor shall indemnify the MNGL against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.
10. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligations.
11. No labour below the age of 18 year shall be deployed.

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12. The contractor shall be responsible to engage competent supervisor and monitor the jobs being performed by the persons to be deployed by the contractor.
13. The Contractor/Contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his workers or -to a third person including loss to the properties of Owner /MNGL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.
14. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify MNGL from such liabilities.
15. The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.
16. No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant/Terminal premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, MNGL may terminate the contract.
17. The contractor/contracting firm shall indemnify MNGL against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the contractor/contracting firm or his workers.
18. The contractor/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
19. The persons to be deployed should be on rolls of the contractor/contracting firm.
20. The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from security in respect of all their personnel.
21. The supervision of the personnel shall be done by the contractor/contracting firm through their authorized representative and the name of the **supervisor** shall be invariably intimated to the Officer-In-Charge at the commencement of contract.


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22. The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
23. The contractor/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner (Central), if he engages 20 or more workmen/labours.
24. The contractor shall be required to furnish proof/copies of forms/returns as per the checklist attached hereto (Annexure-1) at regular intervals to the Officer –In- Charge. The checklist- is indicative only and other forms/returns as required under various acts shall be required to be filed/ maintained by the contractor himself regularly.

Annexure-1

1. Monthly PF challan, ECR copy & payment copy
2. ESI challan- monthly
3. Return of contributions- half yearly
4. ESI membership cards

Contract Period: The Contract period for 2 years from the date of Service order.


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA</p> <p>Bid No.: MNGL/CP/2022-23/78</p>
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SECTION: 5

SCHEDULE OF RATES

PREAMBLE TO SCHEDULE OF RATES


1. The Schedule of Prices shall be read with all other sections of this Bidding Document.
2. The Contractor is deemed to have studied the specifications and details of works to be done including scope of work, special conditions of contract within the Time Schedule and should have acquainted himself of the conditions prevailing at site.
3. Full quantity of vehicles against SOR is required to be quoted. If any bidder quotes for part quantity against SOR, its bid shall be considered incomplete and shall not be evaluated.
4. Bidders are required to quote the prices inclusive of all taxes and duties including goods & service tax and rate of goods & service tax to be furnished.
5. Bidders must submit the firm RATES for all the items of Schedule of Rates. The Bids of all such bidders not complying this requirement shall not be accepted.
6. Bidder shall quote as per S.O.R. only. No comment, explanation or clarification in S.O.R. is acceptable. No unsolicited rebate/price shall be acceptable. No condition in price part shall be acceptable.
7. Bidders to note that the Prices in only Indian Rupees are to be filled in the SOR.
8. **Schedule of Rates is attached separately.**

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UNPRICED SCHEDULE / SCHEDULE OF RATE:


Sl. No.	Item Description	Quantity for Two years	Units	Unit Rate Quoted/Not Quoted
1	2	4	5	6
1	Telangana- Pudur (Hyderabad)/ Kamareddy/ Nizamabad - AC Maruti Swift Dzire / Toyota Etios /Honda Amaze	2	NO	
2	Nanded- Mehkar/ Buldhana/ Parbhani/ Nanded- AC Maruti Swift Dzire / Toyota Etios /Honda Amaze	2	NO	

Note: Bidder to submit blank SOR with clearly mentioning item “quoted” / “not quoted”

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SECTION - 6

Contract Forms & Proformas

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA Bid No.: MNGL/CP/2022-23/78
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ANNEXURE - A

Bid Form-

To: Maharashtra Natural Gas Limited
Pride Purple Coronet,
301-302, Second Floor,
Baner Rd, Above Bata Showroom,
Baner, Pune – 411045

Date:

Dear Sir,

Having examined the Tender document No. **MNGL/CP/2022-23/78** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services in conformity with the terms and conditions of Tender document.

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within the completion schedule specified therein. If our bid is accepted we will obtain the guarantee of a Bank in a sum not exceeding 3% of the annualized Contract price for the due performance of the Contract.

We agree to abide by this bid for a period of four months from the date fixed for bid opening under Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award, shall constitute a binding Contract between us.

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

Dated this Day of 2022

Signature of authorized signatory


Name: -----

Date:

Place:

Designation:

Seal:

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA</p> <p>Bid No.: MNGL/CP/2022-23/78</p>
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ANNEXURE - B

DETAILS OF THE BIDDER

NAME OF THE BIDDER : _____


ADDRESS OF THE BIDDER : _____

PAN NO. AS PER I.T. ACT : _____

GOODS & SERVICE TAX REGISTRATION NO. : _____

APPLICABLE RATE OF GOODS &
SERVICE TAX FOR THIS TENDER : _____

NOTE : (1) COPIES TO BE ENCLOSED.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA</p> <p>Bid No.: MNGL/CP/2022-23/78</p>
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ANNEXURE – C

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be stamped in accordance with the Stamp Act)

Ref..... Bank Guarantee No..... Date : _____

TO

Maharashtra Natural Gas Limited

Plot No. 27, A-Block, 1st Floor,

Narveer Tanajiwadi PMPML Bus Depot Commercial Building,

Shivajinagar, Pune – 411005

Dear Sir(s),

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

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

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

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

In witness where of the Bank, though its authorized officer, has set its hand and stamp on this _____ day of _____ 20____ at _____.

WITNESS :
(SIGNATURE)(NAME)
(OFFICAL ADDRESS)


(SIGNATURE)(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. _____

Date :

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA</p> <p>Bid No.: MNGL/CP/2022-23/78</p>
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ANNEXURE - D

**PERFORMANCE BANK GUARANTEE
(PERFORMANCE SECURITY) - UNCONDITIONAL
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

REF.

Bank Guarantee No.:

Date:

To


Maharashtra Natural Gas Limited
Pride Purple Coronet,
301-302, Second Floor,
Baner Rd, Above Bata Showroom,
Baner, Pune – 411045

Dear Sirs,

In consideration of the Maharashtra Natural Gas Limited, Pune (herein referred to as the OWNER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s_____ having principal office at _____ (hereinafter referred to as the "CONTRACTOR" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the work of -----by issue of OWNER Order No._____dated_____and the same having been accepted by the CONTRACTOR resulting into CONTRACT for ----- as per above referred Order having a total value of _____for the work of -----and the CONTRACTOR having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract to Owner.

We (bank) _____having Head Office at _____(hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER on demand any and all moneys payable by the CONTRACTOR to the extent of 3%(three percent) of the Annualized Contract Prices as aforesaid at any time up to _____without a reference to the CONTRACTOR. Any such demand made by OWNER on bank shall be inclusive and binding notwithstanding any difference between OWNER and CONTRACTOR discharges this guarantee. OWNER and CONTRACTOR or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER discharges this guarantee. OWNER shall have the fullest

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liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by CONTRACTOR of the afore mentioned CONTRACT, OWNER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against CONTRACTOR, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between OWNER and CONTRACTOR or any other course of or remedy or security available to OWNER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect or relieving the BANK. The BANK also agrees that OWNER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that OWNER may have in relation to the CONTRACTOR'S liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to AND it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the CONTRACTOR on whose behalf this Guarantee has been given.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the CONTRACTOR up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the CONTRACTOR to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2022

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated _____ accorded to him by the bank.

Dated The _____ day of _____ 2022

WITNESS:

(SIGNATURE)

(SIGNATURE)


BANK RUBBER

(NAME)STAMP

(NAME)

(OFFICIAL SEAL)

Designation with bank stamp Plus Attorney as per Power Of Attorney/Resolution Board of Directors

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNG, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA</p> <p>Bid No.: MNG/CP/2022-23/78</p>
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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 Road, 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 RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA</p> <p>Bid No.: MNGL/CP/2022-23/78</p>
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ANNEXURE - E

PROFORMA FOR AGREEMENT
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

SO NO. _____ dated _____

CONTRACT AGREEMENT for “_____” (hereinafter called the "Job") made on _____ day of _____, 2022 between M/s _____, hereinafter called the “Service Provider” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the Maharashtra Natural Gas Ltd hereinafter called “MNGL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

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


- A. The Service Provider has examined the Job specified in Bid Document of MNGL and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in SO or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference's to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have included him in making his proposal.
- B. The SO including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

AND WHEREAS

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

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

1. In consideration of the payment to be made to the Service Provider for the Job to be executed by him the Service Provider hereby covenants with MNGL that the Service Provider shall and will duly provide, execute and complete the said Job and shall do and perform all

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA</p> <p>Bid No.: MNGL/CP/2022-23/78</p>
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other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.

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

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

Signed and Delivered for
and on behalf of
M/s Maharashtra Natural Gas Limited

Date : _____

Place: _____

Signed and Delivered for
and on behalf of
M/s _____

Date : _____

Place: _____


IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA Bid No.: MNGL/CP/2022-23/78
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ANNEXURE - F

BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS


Bidder M/s

Tender Document No. MNGL/CP/2022-23/20


Offer Ref.....

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid. ALL THE COMMERCIAL TERMS & CONDITIONS SHOULD BE INDICATED IN THIS FORMAT ONLY.

S.No.	Description	Bidder's Confirmation
1.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender Document.	
2.	Ensure and confirm that unit prices quoted in 'Schedule of rates' are inclusive of all duties and taxes but exclusive of goods & service tax. Confirm that the rates for all items are quoted /filled in the "Schedule Of Rates" format given in the tender and no additions / deletions / modifications /alterations made to the format.	
3.	Confirm that the offer shall remain valid for acceptance up to 4 months from Final Bid Due Date/Date of Opening of Bids.	
4.	Bidder's name and address	
5.	Confirm acceptance of completion schedule as per requirement Specified in Tender Document to be reckoned from date of Service Order (SO).	
6.	Customer references and confirmation of requirements wherever applicable.	
7.	Confirm client reference list submitted along with offer.	
8.	Confirm acceptance of Price Reduction Schedule (PRS) for delay in completion beyond contractually agreed completion schedule as specified in the Tender Document.	

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S.No.	Description	Bidder's Confirmation
9	Confirm that in case of delay in delivery beyond Contractual completion Date (CCD) the invoice shall be submitted for the amount duly reduced to the extent of PRS.	
10.	Confirm in case of delay in completion beyond CCD, any new or additional taxes and duties imposed after contractual period shall be to CONTRACTOR's account.	
11.	Confirm acceptance of relevant Terms of Payment as specified in the Tender Document.	
12.	Confirm quoted prices will remain firm and fixed till complete execution of the order. Service Order shall be placed within offer validity as 'Notification of Award of Contract'.	
13.	Confirm acceptance of Special Conditions of Contract of Tender Document. Confirm that CONTRACT- Performance Bank Guarantee (CPBG) for 3% of ANNUALIZED order/contract value shall be furnished within 15 days of Service Order, valid for 3 months beyond the expiry of Guarantee/Warranty period as per terms of Tender Document.	
14. a)	Confirm acceptance in toto of the Terms & Conditions contained in i) Instructions to Bidders ii) Special Conditions of Contract (SCC) and Scope of Work, Deliverables, Payment Terms & Conditions as given in the Schedule of Rates. iii) All other commercial documents/attachments of Tender Document.	
b)	In case of Site visits, confirm acceptance of Terms & Conditions for Site visits as contained in the Tender Document.	


 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA</p> <p>Bid No.: MNGL/CP/2022-23/78</p>
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S.No.	Description	Bidder's Confirmation
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- | | | |
|-----|---|--|
| c) | Travel to various work centers of MNGL will be undertaken by the CONTRACTOR to the extent required for meeting objectives of the project. | |
| d) | In case of reservations, confirm that clause wise comments have been specified as annexure to this format. | |
| e) | All the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted that Terms & Conditions indicated elsewhere including any printed Terms & Conditions, shall not be considered by Owner. | |
| 15. | All correspondence must be in English Language only. | |
| 16. | Please furnish Bid Security details <ul style="list-style-type: none"> a) Bid Security No. & Date b) Value c) Validity | |
| 17. | Indicate Name & Contact Telephone/Fax No. of person(s) to whom queries, if any, are to be addressed against your bid. | |
| 18. | Owner reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids including those received late or incomplete. | |

BIDDER CONFIRMS THAT IN CASE OF CONFLICTING VERSION OF VARIOUS TERMS & CONDITIONS AT DIFFERENT PLACES. THE CONFIRMATION FURNISHED AS ABOVE SHALL BE CONSIDERED OVER-RIDING AND FINAL AND ANY OTHER DEVIATION INDICATED ELSEWHERE SHALL BE TREATED AS REDUNDANT.

Signature _____
Name _____
Designation _____
Office Stamp _____
Tel No. _____
Fax No. _____

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA Bid No.: MNGL/CP/2022-23/78
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ANNEXURE - G

EXCEPTIONS AND DEVIATIONS


In line with Tender Document, Tenderer may stipulate exceptions and deviations to the Tender Conditions, if considered unavoidable.

Sl. No.	Page No. of Tender Document	Clause No. of Tender Document	Subject Deviation

NOTE : NO DEVIATIONS ARE TO BE WRITTEN IN THIS FORM. ANY DEVIATION TAKEN BY THE TENDERER TO THE STIPULATIONS OF THE TENDER DOCUMENT SHALL BE BROUGHT OUT AS PER THIS FORMAT ONLY AND ENCLOSED ALONGWITH THE OFFER.

ANY DEVIATIONS BROUGHT OUT IN THIS FORM AND WRITTEN ELSEWHERE IN THE TENDER DOCUMENT SHALL NOT BE RECOGNISED AND THE SAME IS TREATED AS NULL AND VOID. PLEASE ALSO NOTE THAT THE DEVIATIONS WRITTEN IN ANY OTHER FORM ARE LIABLE TO BE REJECTED.

Signature of the Bidder:
Status
Name and Seal
Date

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA Bid No.: MNGL/CP/2022-23/78
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ANNEXURE - H

NAME OF THE WORK:

NAME OF THE BIDDER:

DETAILS OF SIMILAR WORKS DONE DURING PAST FIVE YEARS

SL NO	FULL POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN-CHARGE	DESCRIPTION OF THE WORK	VALUE OF CONTRACT	DATE OF COMMENT OF WORK	ACTUAL COMPLETION TIME (MONTHS)	YEAR OF COMPLETI ON	REMARKS
1	2	3	4	5	6	7	8

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA Bid No.: MNGL/CP/2022-23/78
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ANNEXURE - I

NAME OF THE WORK:

NAME OF THE BIDDER:

CONCURRENT COMMITMENT OF THE BIDDER

SL. NO	FULL POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN-CHARGE	DESCRIPTION OF THE WORK	VALUE OF CONTRACT	DATE OF COMMENT OF WORK	SCHEDULED COMPLETION PERIOD	STATUS OF COMPLETION AS ON DATE	EXPECTED DATE OF COMPLETION
1	2	3	4	5	6	7	8

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA</p> <p>Bid No.: MNGL/CP/2022-23/78</p>
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ANNEXURE - J

**Proforma of Letter of Authority for Attending Un-priced Bid Opening and
Priced Bid Opening**

No.

Date:

Maharashtra Natural Gas Limited
Plot No. 27, A-Block, 1st Floor,
Narveer Tanajiwadi PMPML Bus Depot Commercial Building,
Shivajinagar, Pune – 411005

Attn:

Dear Sirs,

We.....hereby authorise following representatives (s) to attend the un-
priced bid opening and priced bid opening against your Bid document No.
.....for.....(item Name).....

1. Name & Designation.....Signature.....
2. Name & Designation.....Signature.....


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

Yours faithfully,

Signature.....
Name & Designation.....
For & on behalf of.....

Note:

This Letter of Authority should be on the letterhead of the bidder and should be signed by a
person competent and having the power of attorney to bind the bidder.

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA</p> <p>Bid No.: MNGL/CP/2022-23/78</p>
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ANNEXURE - K

Proforma of Letter of Authority for Signing the Agreement

No.

Date:

Maharashtar Natural Gas Limited
Pride Purple Coronet,
301-302, Second Floor,
Baner Rd, Above Bata Showroom,
Baner, Pune – 411045

Attn:

Sub: Tender No.

Dear Sirs,

We.....do hereby confirm that Mr. (name and address) is/are authorised to represent us for signing of the Agreement on our behalf with you against your above cited tender for.....

We confirm that we shall be bound by all and whatsoever our representatives shall commit.


Yours faithfully

Signature

Name and Designation
for & on behalf of BIDDER

Note:

This letter of Authority should be on the letterhead of the Bidders and should be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind the bidder.

 MAHARASHTRA NATURAL GAS LIMITED	TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA Bid No.: MNGL/CP/2022-23/78
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ANNEXURE - L

CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the "Un-priced bid (Part-I)".

Please tick the box and ensure compliance:

Sl. No.	Particulars	[Please tick (v) in the Appropriate Block]		Remarks [Details/Particulars]
		Submitted	Not Submitted	
1.	Have you enclosed the copy of the Work Order along with completion certificate showing the experience for execution of similar nature of works as stipulated in BEC.	<input type="checkbox"/>	<input type="checkbox"/>	Order No.: _____ Date : _____ Order Value : _____ Issued by : _____ Completion Certificate No. & Date : _____ Executed Value : _____ Completion Certificate Issuing Authority _____
2.	Have you enclosed copy of "Permanent EPF A/c" & "Employees State Insurance Corporation (ESIC) certificate" in its name.	<input type="checkbox"/>	<input type="checkbox"/>	EPF A/c Registration No. & Date : _____ ESIC Registration No. & Date : _____
3.	EMD of Appropriate Value Note : Validity of bank Guarantee towards Earnest Money Deposit enclosed with Techno-commercial Part of your offer (if submitted in the form of (BG) should be 6 (Six) months from the final due date (Opening date of bid)	<input type="checkbox"/>	<input type="checkbox"/>	DD/B.G.No. _____ Date : _____ Validity Upto : _____ Issuing Bank : _____
4.	Validity of offer is up to four (04) months from the final due date (Opening	<input type="checkbox"/>	<input type="checkbox"/>	Bid Validity Date : _____

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA</p> <p>Bid No.: MNGL/CP/2022-23/78</p>
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	date of bid).			
Sl. No.	Particulars	[Please tick (v) in the Appropriate Block]		Remarks [Details/Particulars]
		Submitted	Not Submitted	
5.	Copy of Goods & Service Tax Registration	<input type="checkbox"/>	<input type="checkbox"/>	Registration No. _____ Dated: _____
6.	Copy of Permanent Account Number (PAN Card)	<input type="checkbox"/>	<input type="checkbox"/>	PAN No.: _____
7.	Original bidding document (All pages Signed & Stamped by the authorized signatory of the bidder)	<input type="checkbox"/>	<input type="checkbox"/>	
8.	Copy of blank un-priced Schedule of Rates, stating word "QUOTED" or "UNQUOTED" against each item as mentioned in SOR, and Addendum, Corrigendum, if any.	<input type="checkbox"/>	<input type="checkbox"/>	
9	Details of Bidder as per pro-forma given in Tender	<input type="checkbox"/>	<input type="checkbox"/>	
10	Filled Brief Summary of Agreed Terms & Conditions	<input type="checkbox"/>	<input type="checkbox"/>	

Place :


Date :

[Signature of Authorised Signatory of Bidder]

Name :

Designation :

Seal :

 <p>MAHARASHTRA NATURAL GAS LIMITED</p>	<p>TENDER FOR RATE CONTRACT FOR THE PERIOD OF 2 YEARS FOR HIRING OF VEHICLES ON MONTHLY BASIS FOR CITY GAS DISTRIBUTION NETWORK OF MNGL, PUDUR (HYDERABAD), KAMAREDDY, MEHKAR AND NANDED GA</p> <p>Bid No.: MNGL/CP/2022-23/78</p>
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SECTION-V

PRICE SCHEDULE/ SCHEDULE OF RATES (SOR)

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

Note:

1. The Price Evaluation shall be done on GA wise basis & the work shall be awarded at least cost to the Purchaser as mentioned in the BEC.
2. Bidder shall indicate the following rates considered in the prices indicated in the Price Schedule above. Bidder shall note that any error in estimating these taxes & Duties will be to Bidder's Account.
 - a. Goods & Service Tax @-----
Please indicate the break up of above GST as under:
 - i) CGST @ _____
 - ii) SGST @ _____
 - iii) IGST @ _____
 - iv) UGST @ _____

Seal & Signature of Bidder