MAHARASHTRA NATURAL GAS LIMITED

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

CNG & CITY GAS DISTRIBUTION PROJECT

Bid document for

Hiring an Agency for SAP Migration from SAP ECC to RISE with SAP S/4HANA, including a Two year Annual Maintenance Contract (AMC).

UNDER OPEN DOMESTIC COMPETITIVE BIDDING

(THROUGH E-TENDERING MODE)

Bid Document No.: MNGL/CP/2026-27/129 Dt: 16.10.2026.

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PART A

1. INVITATION FOR BIDS (IFB)

MAHARASHTRA NATURAL GAS LIMITED	**Tender for Hiring an Agency for SAP Migration from SAP ECC to RISE with SAP S/4HANA, including a Two year Annual Maintenance Contract (AMC).** **Bid No.: MNGL/CP/2026-27/129**

INVITATION FOR BIDS (IFB)

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

1.0 TENDER INFORMATION

Tender Document Number	**MNGL/CP/2026-27/129** dated **16.10.2026**.
Item(s)	**Tender for Hiring an Agency for SAP Migration from SAP ECC to RISE with SAP S/4HANA, including a Two year Annual Maintenance Contract (AMC).**
Type of Bid	**Open Domestic Competitive Bidding**
Earnest Money / Bid Security	**Rs. 2,00,000/-** in the form of Demand Draft / BG / Online through e-portal to be in favour of "Maharashtra Natural Gas Ltd." payable at Pune.
Bid Security Validity	6 (Six) months from bid due date
Tender Fee (Non-refundable)	Not applicable
Bid Validity	4 (Four) months from the bid due date
Pre bid meeting date and time	Not Applicable
Bid Submission at	https://etenders.gov.in
Bid submission due date and time	**06.11.2026 till 15:00 Hrs. IST**
Techno-commercial bid & price bid opening date and time	09.11.2026 at 10:00 Hrs. IST
Address for submission of EMD / Bid Security and venue for pre-bid meeting and opening of bids	General Manager (C&P) Maharashtra Natural Gas Ltd., Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 2561 1190/1154 Email: gasaid@mngl.in / shiva.tiwari@mngl.in
Bid Eligibility Criteria and Bid Evaluation Criteria	As per Annexure – I to IFB

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

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

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

Not Applicable

5.0 OTHERS

5.1 Bid Document is non-transferable.

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

5.3 The Bid Document calls for offers on single point "Sole Bidder" responsibility basis. Order will be placed on the "Sole Bidder" alone (in whose name the bid document has been issued) who will be responsible for all contractual purposes.
Further the bidders are advised to ensure that their offer is on single bidder responsibility basis and in total compliance of scope of supply as specified in Bid Document.

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

5.5 Bidder shall ensure that Bid Security having a validity of 6(SIX) months from the bid due date, must accompany the offer in the format made available in the Bid Document.

5.6 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.

5.7 MNGL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.

5.8 ZERO DEVIATION TENDER

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

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

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

THIS IS NOT AN ORDER

Yours faithfully,
for Maharashtra Natural Gas Limited, Pune

Ganesh Said
General Manager (C&P)

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

PART A

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

ANNEXURE-I to IFB

1.0 BRIEF PROJECT DETAILS

Maharashtra Natural Gas Limited **(MNGL**) is a joint venture company of M/s. GAIL (India) Limited & M/s. Bharat Petroleum Corporation Limited (BPCL). MNGL has been set up to distribute natural gas for household / commercial sectors including setting up CNG filling stations for vehicle in Pune, Nashik-Dhule, Buldana-Nanded-Parbhani & Sindhudurg Geographical Areas in Maharashtra, Ramanagara in Karnataka and Nizamabad-Adilabad-Nirmal-Mancherial-Kumuram Bheem Asifabad-Kamareddy in Telangana.

2.0 BRIEF SCOPE OF WORK

This tender deals with **Hiring an Agency for SAP Migration from SAP ECC to RISE with SAP S/4HANA, including a Two year Annual Maintenance Contract (AMC).**

3.0 BIDDER'S ELIGIBILITY CRITERIA:

The following are the BEC parameters: -

A. BEC – Technical:

1) **Bidder Should be an authorised partner of SAP for this tender as on bid due date**

To comply with the above criteria, the bidder shall submit, MAF (Manufacturers Authorisation Form) from SAP, authorizing the Bidder as implementation partner.

2) **Competency Level** - The bidder should be a competency level 8 or above.

To comply with the above criteria, the bidder shall submit a certificate issued by SAP or evidence from the official SAP website confirming that the organization/firm is a competency level 8 or above with SAP.

3) **Implementation/ Migration Experience** - The Bidder should have successfully executed SAP S/4 HANA implementation/ Migration project in India in last 7 years as on date of bid submission as per below requirement:

- 1 Project of at least INR 4.5 Crores or 2 Projects of at least INR 2.25 Crores each

- Each project should include experience across a minimum of **four modules**, with **SAP IS-U (SAP Industry Solution for Utilities)** as a **mandatory requirement**, in addition to modules selected from the list below.

1. **SAP IS-U** (SAP Industry Solution for Utilities) – **Mandatory**
2. Accounts & Finance Management Module (FICO)
3. Project System (PS)
4. HRMS Module (HCM)
5. Purchasing & Inventory (MM)
6. Sales & Distribution (SD)

7. Plant Maintenance (PM)

The user base of each such project/client shall be of 150 or more users.

To comply with the above criteria, the bidder shall submit a,
1 Purchase Order/Work Order / Contract Agreement from Client or from OEM (where the WO / Contract was issued to the OEM directly)
and
2) Implementation/Go-Live Certificate from the clients in the name of the Bidder, with mention of all the details as required for meeting the criteria.

4) **<u>SAP AMC Experience</u> -** The bidder must have successfully provided SAP ECC and/or SAP S/4HANA Annual Maintenance Contract (AMC) services in India for at least **two (2) years** within the **seven (7) years immediately preceding the date of bid submission**, as per the requirements detailed below.

- 1 AMC Project of at least INR 03 Crores or 2 AMC Projects of at least INR 1.5 Crores each

- Each project should include experience across a minimum of **four modules**, from the list below.

1. SAP IS-U (SAP Industry Solution for Utilities)
2. Accounts & Finance Management Module (FICO)
3. Project System (PS)
4. HRMS Module (HCM)
5. Purchasing & Inventory (MM)
6. Sales & Distribution (SD)
7. Plant Maintenance (PM)

To comply with the above criteria, the bidder shall submit a,
1 Purchase Order/Work Order / Contract Agreement from Client or from OEM (where the WO / Contract was issued to the OEM directly)
and
2) AMC Completion Certificate from the clients in the name of the Bidder, with mention of all the details as required for meeting the criteria.

5) **<u>The Bidder should be a CMMi Level 5 Company in India.</u>**

Bidder shall submit copies of requisite certificates from Auditing Agency.

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

B) FINANCIAL:

B.1 Turnover:

The bidder should have achieved a minimum annual turnover of Rs. 900 lakhs in any one of the last 3 (Three) audited financial years i.e. 2023-24, 2024-25 & 2025-26.

B.2 Net Worth:

Net worth must be positive as per the last audited financial statement i.e. for the financial year 2025-26.

B.3 Working Capital:

The bidder should have a minimum working capital of Rs. 180 Lakhs as per the latest audited balance sheet i.e. for the year 2025-26.

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

Bidder must submit documentary evidence such as a balance sheet and Profit & Loss Account Statement for the last three audited financial years i.e. 2023-24, 2024-25 & 2025-26 in support of the above.

If the audited financial results of the immediately preceding financial year i.e. 2025-26 is not available, then the audited financial results of the year immediately prior to 2025-26 i.e. 2024-25 shall be considered for calculation of Net Worth and Working Capital and audited Financial Results of the year 2022-23, 23-24 and 2024-25 shall be considered for calculation of Annual Turnover as specified at Cl. B of BEC-Financial Criteria.

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

4.0 BID EVALUATION CRITERIA AND AWARD OF WORK:

Evaluation shall be done on **Overall L-1 basis** and order shall be placed on L-1 bidder(s) accordingly.

In case of tie for L-1 bidder, the order shall be placed on the bidder having highest turnover during the preceding 3 Financial Years i.e. 2023-24, 2024-25 and 2025-26..

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INSTRUCTIONS TO BIDDERS

INSTRUCTION FOR ONLINE BID SUBMISSION

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

REGISTRATION

(i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:https://etenders.gov.in/eprocure/app) by clicking on the link "Online Bidder Enrolment" option available on the home page. **Enrolment on the CPP Portal is free of charge.**

(ii) During enrolment/ registration, the bidders should provide the correct / true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors / bidders through email-id provided.

(iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(iv) For e-tendering, possession of valid Digital Signature Certificate (Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.

(v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.

(vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.

(vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

SEARCHING FOR TENDER DOCUMENTS

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

organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

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

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

(ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.

(iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**

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

SUBMISSION OF BIDS:

(i) Bidder should log into the site well in advance for bid submission so that he/ she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.

(ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender

document. The details of the DD/BG/others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

(iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.

(iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BG/others.

(v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

(vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

(vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.

(viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**

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

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 16.0 of ITB including forfeiture of EMD.

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

(ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay, or the difficulties faced during the submission of bids online by the bidders at the eleventh hour**.

(x) After the bid submission **(i.e. after Clicking "Freeze Bid Submission" i**n 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**

A: GENERAL

1. Scope of Bid

1.1 The Employer, as defined in the General Conditions of Contract, hereinafter "the Employer", wishes to receive bids for the Work as described in biding document.

1.2 The successful bidder will be expected to complete the Works within the period stated in Special Conditions of Contract.

1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/tendered", "bidding/ tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2. Eligible Bidder

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

2.2 This Invitation for Bids is open to any bidder and to pre-qualified bidders in case of limited tender.

2.3 A bidder shall not be affiliated with a firm or entity

(i) that has provided consulting services related-to the Works to the Employer during the preparatory stages of the Works or of the Project of which the Works form a part, or

(ii) that has been hired (or is proposed to be hired) by the Employer as Engineer/ SERVICE PROVIDER for the contract.

2.4 The bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices as defined in ITB.

2.5 While evaluating the bids, pursuant to bid evaluation criteria in Global Notice of IFB, bidders and / or his sub-contractors past performance shall be assessed for ascertaining the responsiveness of the bid. In such case the decision of employer / SERVICE PROVIDER shall be final and binding on the bidder.

2.6 **The Bidder is not put on Black / Holiday list by MNGL / MoP&NG / Oil Public Sector Enterprise(s).**

3. Bid Eligibility Criteria and Bid Evaluation Criteria: -

3.1 Technical Criteria - As per Annexure – I of IFB

3.2 Financial Criteria - As per Annexure – I of IFB

3.2.1 Bidder shall not be affiliated with a firm or entity, (i) that has provided consulting services related to Works to Employer during preparatory stages of Works or of the Project of which the Works form a part, or (ii) that has been hired (or is proposed to be hired) by Employer as Engineer/ SERVICE PROVIDER for the contract.

3.2.2 Bidder shall meet the technical, as well as commercial qualification criteria as stated above. Bidder shall furnish necessary documentary evidence such as LOA Copy/

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

3.3 Evaluation Criteria - As per Annexure – I of IFB

4. Bids from Consortium – Not applicable

5. One Bid per Bidder

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

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

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

5.3 Alternative Bids shall not be considered.

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

6. Cost of Bidding

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

7. Site Visit

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

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

7.3 The Employer may conduct a Site Visit concurrently with the pre-bid meeting.

B. BIDDING DOCUMENTS

8. Content of Bidding Document

8.1 The Bidding Documents/ Tender Documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITB Clause 10.

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

9. Clarification of Bidding Documents

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

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

10. Amendment of Bidding Documents

10.1 At any time prior to the bid due date, the PURCHASER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda.

10.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 8.0 and shall be hosted on the on website www.mngl.in and CPPP's e-tendering website before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders query hosted on the above websites before submitting the bid.

10.3 Bidders are advised to visit MNGL's websites and CPPP's e-tendering website from time to time to get updated information / documents.

10.4 In case of any inconsistency between an addendum and this tender document, the addendum shall prevail and in similar case between two or more addenda, the last issued addendum shall prevail.

10.5 The Purchaser may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the addenda / corrigenda issued.

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

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

12.1.1 Technical Bid / Technical Cover / Unpriced Bid:

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

i) EMD/Bid Security payment details
ii) Duly Signed and Stamped BIDDERS ELIGIBILITY CRITERIA and BID EVALUATION CRITERIA
iii) Document for qualification of BEC – Technical
iv) Documents for qualification of BEC - Financial (in Format F-3)
v) Bidder Financial Details (in Format F-3) with CA Audited financial statements for previous 3 years
vi) Line of credit for Negative Working Capital
vii) Duly filled, signed and stamped Forms and Formats
viii) Power of Attorney in favour of person(s) signing the bid
ix) Addendum, Corrigendum and Other Documents if any
x) Copy of GST Certificate and PAN Card
xi) Cancelled Cheque / Bank Mandate
xii) Duly signed and stamped copy of Schedule of Rates (SOR) Instructions
xiii) Any other information / details required as per bid document.

12.1.2 Financial Bid / Financial Cover / Priced Bid:

Price bid shall be uploaded as per prescribed format (xls) on the e-tender portal only.

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

12.2 All the documents submitted shall be duly signed and stamped on each page by the bidder or an authorized signatory of the bidder.

12.3 Bidders are advised to submit quotations based strictly on the terms and conditions and specifications contained in the bid document and not stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated only in the prescribed Pro forma. Owner reserves the right to evaluate quotations containing

deviations having financial implications after adding the cost for such deviations as determined by Owner.

12.4 Original schedule of rates duly filled in shall not contain any condition whatsoever. Any condition given in this part shall not be considered and shall render the offer liable for rejection.

12.5 All signatures in bids shall be dated, as well as all pages of bids shall be initialed at lower right-hand corner by the Bidder or by a person holding power of attorney authorizing him to sign on behalf of the bidder before the submission of bids.

12.6 The Bidder's bid is central to the evaluation and selection process. Therefore, it is important that the Bidder carefully prepares the bid and answers all questions completely. Missing information and vague answers may delay the evaluation of a bid and may impair the Bidder's chances of success.

12.7 Information received by Purchaser from the Bidder will be disclosed to Purchaser's employees and/or advisers or external SERVICE PROVIDER for the purpose of evaluating the bid response.

13. Bid Prices

13.1 The Prices should be quoted in INR only.

13.2 The Bidder shall indicate in the appropriate Price Schedule, the unit prices (where applicable) and total price of the services / works it proposes to execute under the contract. If quoted in separate sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.

13.3 Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subjected to any variation, except statutory variation (as specified in tender document) or provision for price variation in the tender document.

13.4 All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible in the submitted documents.

13.5 Bidder shall quote the all-inclusive prices as per scope of work and SOR, taking into consideration applicable GST, overheads and if applicable, all provision of safety gadgets to their personnel, cost of material as per scope of work, transportation, conveyance, trainings, recruitments, communication charges, cost for providing tools & tackles, equipment, machineries, minimum spares, etc. and nothing extra shall be payable by the Purchaser.

13.6 Bid prices must be arrived at without agreement with any other Bidder of this tender for the purpose of restricting competition. Prices quoted by the Bidder must not be disclosed to any other Bidder of this tender. Bidder must not attempt to induce any other Bidder to submit or not submit a bid for restricting competition.

13.7 Alternative bids shall not be considered.

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

13.9 The bidder shall have to raise the Cenvatable invoice.

14. Bid Currencies - Void

15. Bid Validity

15.1 Bids shall be kept valid for 4 (four) months from the final bid due date.

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

16. Bid Security

16.1 The bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids (IFB).

16.2 The bid security is required to protect MNGL against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause-16.7

16.3 VOID

16.4 Any bid not secured in accordance with Clause-16.1 may be rejected by MNGL as nonresponsive.

16.5 Unsuccessful bidder's bid security will be discharged/ returned as promptly as possible after award of contract and signing of agreement.

16.6 The successful bidder's bid security will be discharged upon the bidder's accepting the award & signing the Agreement, pursuant to Clause-39 and furnishing the Contract Performance Security pursuant to Clause-40.

16.7 The bid security may be forfeited:

a) If a bidder withdraws his bid during the period of bid validity.

b) in the case of a successful bidder, if the bidder fails:

i) to accept the Notification of Award/Service Order (SO) or

ii) to furnish Contract Performance Security in accordance with Clause-40.

iii) to accept arithmetical corrections,

16.8 Bid Security should be in favour of Maharashtra Natural Gas Limited and addressed to MNGL. In case Bid Security is in the form of Bank Guarantee or Letter of Credit, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee).

16.9 The Indian / Domestic firms registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing Tender Fee & Bid Security,

provided they are registered for the items / work they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.

17. Pre-Bid Meeting

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

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

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

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.

18. Format and Signing of Bid

18.1 The original of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for unamended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.

18.2 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

19. Zero Deviation

19.1 Bidders shall note that if any deviation are taken to the under mentioned provisions of Bid Document by the Bidder the bid is liable to be rejection.

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

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

20. Mode of Payment

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

21. Agent/ SERVICE PROVIDER **/ Representative/ Retainer/ Associate – VOID**

D. SUBMISSION OF BIDS

22. DEADLINE FOR SUBMISSION OF BID

22.1 The bid must be submitted on the specified e-tendering portal as specified in IFB not later than the time and date as specified in IFB. The online e-tendering portal will not allow any bid or part thereof whatsoever to be submitted after the due time on the due date.

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

23. LATE BIDS

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

24. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

E. BID OPENING AND EVALUATION

25. Bid Opening

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

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

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

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

26. Process to be Confidential

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

27. Contacting the Employer

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

27.2 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.

28. Examination of bids and Determination of Responsiveness

28.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid.

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

28.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents without material deviations or reservations. A material deviation or reservation is one.

a) that affects in any substantial way the scope, quality, or performance of the Works.

b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or

c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

29. Opening Of Price Bid

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

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

30. Correction of Errors

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

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

b) where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

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

31. VOID

32. Evaluation and Comparison of Bids

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

33. Preference for Domestic Bidders - VOID

34. Purchase Preference - VOID

35. Compensation for extended stay - Not Applicable

F. AWARD OF CONTRACT

36. Award

36.1 Subject to Clause 29, MNGL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the contract.

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

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

38. Notification of Award

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

38.2 Delivery / completion period shall be counted from the date of notification of award / Service Order.

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

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

39. Signing of Agreement

39.1 MNGL will award the Contract to the successful bidder, who, within 15 days of receipt of the same, shall sign and return the acceptance copy to MNGL.

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

40. Contract Performance Security

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

40.2 The contract performance security shall be for an amount equal to 10% of the value of the contract / order value towards faithful performance of the contractual obligations

and performance of equipment. This Bank Guarantee/ DD/ Letter of Credit shall be from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve bank of India as scheduled foreign bank. This Bank Guarantee shall be valid for a period as stated in Article-24 of General Conditions of The Contract.

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

41. Corrupt or Fraudulent Practices

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

a) defines, for the purposes of this provision, the terms set forth below as follows:

i) "corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

c) will declare a firm ineligible and put on holiday, either indefinitely or for a stated period of time if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

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

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

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

III. "Bidder" (including the term 'tenderer', ' SERVICE PROVIDER ' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association

of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

IV. "Bidder from a country which shares a land border with India" for the purpose of this:

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

V. "Beneficial owner" for the purpose of above (4) will be as under:

i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

VI. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

VII. SUBMISSION OF CERTIFICATE IN BIDS: Bidder shall submit a certificate in this regard as Form-I to Section-II. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

VIII. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

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

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

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

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

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

a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to
recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilizing in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

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

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

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

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

44. Termination of contract

44(A) TERMINATION OF CONTRACT FOR DEATH:

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

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

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

business under a Receiver for the benefits of its Creditors any of them, EMPLOYER shall be at liberty:-

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

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

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

PART B
4. FORMS AND FORMATS

CONTENTS

SR. NO. DESCRIPTION

1) LIST OF FORMS

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ii) Undertaking for Land Border with India
iii) Submission of Bid (Covering letter for bid)
iv) Commercial Questionnaire
v) Bidders Acknowledgement
vi) Check List for Bidders

2) LIST OF FORMATS

i) F – 1 : Bidder's General Information
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iii) F – 3 : Bidders Financial Details
iv) F – 4 : Proforma for Bank Guarantee for EMD / Bid Security
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vii) F – 7 : Certificate
viii) F – 8 : Details of Similar Work done during past five years
ix) F – 9 : Present commitments of the Bidder
x) F – 10 : Proforma of Bank Guarantee for Contract Performance Security

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: _____

Tender Title: _____

_____

Dear Sir / Madam,

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

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

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

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

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

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

Yours Faithfully,

_____

(Stamp & Signature of Bidder)

UNDERTAKING FOR LAND BORDER WITH INDIA

Date: _____

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

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

Tender No:

Tender Title:

Dear Sir,

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

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

(i) Not from such a country [ ]

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

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

_____
(Stamp & Signature of Bidder)

SUBMISSION OF BID

(Covering Letter for Bid to be submitted on company letter head)

Date: _____

From:

M/s

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

Tender No:

Tender Title:

1. I/We hereby tender for execution of the SUPPLY / SERVICES / WORKS as per TENDER DOCUMENT within the Time Schedule of completion of work for jobs, as separately signed and accepted by me/us, at the Schedule of Rates quoted by me/us for the whole work in accordance with Notice / Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates of Completion of Job, and other documents and papers, all as detailed in the Tender documents.

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

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

MEMORANDUM

(a) General Description of Work _____

_____

(b) Earnest Money Rs_____

(Rupees)_____

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

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

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

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

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

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

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

_____

(Stamp & Signature of Bidder)

COMMERCIAL QUESTIONNAIRE

Date: _____

Tender No:

Tender Title:

Note:

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

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

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

_____

(Stamp & Signature of Bidder)

BIDDERS ACKNOWLEDGEMENT

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

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

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

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

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

5.0 **EVALUATION OF PRICE BIDS**

i) The price part of only those bidders will be evaluated whose bid is technically and commercially acceptable to Owner.

ii) Quoted price for the complete scope of work and supply as per SOR shall be taken into account for arriving at the lowest evaluated price.

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

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

_____

(Stamp & Signature of Bidder)

MAHARASHTRA NATURAL GAS LIMITED	**Tender for Hiring an Agency for SAP Migration from SAP ECC to RISE with SAP S/4HANA, including a Two year Annual Maintenance Contract (AMC).** **Bid No.: MNGL/CP/2026-27/129**

CHECK LIST FOR BIDDERS

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

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

_____

(Stamp & Signature of Bidder)

F-1

BIDDER'S GENERAL INFORMATION

1.1 Firm Name : _____

1.2 Number of Years in Operation : _____

1.3 Registered Address : _____

_____

_____

1.4 Operation Address : _____
(if different from above)

_____

_____

1.5 Mobile Number : _____

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

1.7 E-mail address : _____

1.8 Website address : _____

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

2.0 Contact Person Details

Name : _____

Mobile No : _____

Email ID : _____

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

_____
(Stamp & Signature of Bidder)

F-2

BID FORM

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

Dear Sir,

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

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

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

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

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

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

_____
(Stamp & Signature of Bidder)

F-3

BIDDERS FINANCIAL DETAILS

Date: _____

Bidders Legal Name: _____

i. <u>Annual Turnover data for the last 3 audited financial years.</u>

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

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

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

_____

(Stamp & Signature of Bidder)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(To be stamped in accordance with the Stamp Act)

Bank Guarantee No. …… Ref: …… Date ……

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

Dear Sir(s),

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

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

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

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

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____2023__at_____.

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)
Designation with Bank Stamp
Attorney as per
Power of Attorney No._____
Date: _____

INSTRUCTIONS FOR FURNISHING BID-GUARANTEE/ BANK GUARANTEE

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.

2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bid Documents.

3. The bank guarantee by bidders will be given from bank as specified in ITB

4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee/ all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB.

5. Bidders must indicate the full postal address of the bank along with the bank's E-mail/ Fax. from where the earnest money bond has been issued.

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

F-5

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

Date:

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

Dear Sir,

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

1) Name & Designation _____ Signature _____

2) Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

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

F-6

NO DEVIATION CONFIRMATION

EXCEPTION AND DEVIATION STATEMENT

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

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

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

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

_____

(Stamp & Signature of Bidder)

F-7

CERTIFICATE

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

Dear Sir,

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

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

_____

(Stamp & Signature of Bidder)

F-8

DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS

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

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

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

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

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

_____

(Stamp & Signature of Bidder)

F-9

PRESENT COMMITMENTS OF THE BIDDER

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

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

_____

(Stamp & Signature of Bidder)

F-10

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

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

Dear Sir,

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

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

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s _____ _____ in performing any of the terms and conditions of the tender or in payment of any money payable to Maharashtra Natural Gas Limited we shall on demand pay without any recourse to the contractor to you in such manner as you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may from time to time require.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s _____ _____ and/ or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid up to_____ If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s _____ _____ on whose behalf this guarantee is issued.

6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Pune or High Court of Mumbai.

7. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully,

_____Bank

By its Constituted Attorney

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

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

PART C
5. GENERAL CONDITIONS OF CONTRACT (GCC - SERVICES)

GENERAL CONDITIONS OF CONTRACT (GCC - SERVICES)

ARTICLE 3.1: DEFINITIONS AND INTERPRETATIONS

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

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

Maharashtra Natural Gas Ltd./OWNER shall mean MNGL.

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

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

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

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

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

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

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

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

ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY SERVICE PROVIDER

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

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

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

ARTICLE 3.3: MNGL REPRESENTATIVE

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

ARTICLE 3.4: SERVICE PROVIDER REPRESENTATIVE

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

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

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

ARTICLE 3.5: PAYMENT TERMS

3.5.1 The terms of payment shall be as follows:

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

ARTICLE 3.6: PERFORMANCE GUARANTEE

3.6.1 Service provider shall submit to MNGL an unconditional, irrevocable and on first demand guarantee from any Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.
The value of Contract Performance Guarantee shall be 10% of the contract value for the due performance of the Contract. The Contract Performance Guarantee shall be valid for a period of three months beyond the guarantee/warranty period of the

contract. The format of performance guarantee is annexed hereto (**Format F-10**). All expenses incurred in obtaining of such guarantee shall be borne by Service provider.

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

ARTICLE 3.7: CONFIDENTIALITY

3.7.1 Service provider /MNGL shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by MNGL/ Service provider without the prior written consent of the latter.

3.7.2 Service provider further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Service provider shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

ARTICLE 3.8: TAXES AND DUTIES

3.8.1 Service provider shall pay any and all taxes including goods & service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.

3.8.2 Statutory variation in taxes (Goods & service tax) and duties, if any, within the contractual completion period shall be borne by MNGL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.

3.8.3 Service provider will not claim from MNGL any taxes paid by him.

3.8.4 MNGL shall deduct Income tax at source at applicable rates.

ARTICLE 3.9: RESOLUTION OF DISPUTES / ARBITRATION

3.9.1 MNGL and Service provider shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

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

MNGL shall suggest a panel of three independent and distinguished persons to the other party (Service provider) to select any one among them to act as the sole Arbitrator.
In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and MNGL shall

have discretion to proceed with the appointment of the sole Arbitrator. The decision of the MNGL on the appointment of Sole Arbitrator shall be final and binding on the parties.

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

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

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

ARTICLE 3.10: LEGAL CONSTRUCTION

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

ARTICLE 3.11: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

3.11.1 MNGL may suspend in whole or in part – the performance of services of Service provider s any time upon giving not less than fifteen (15) days notice.

3.11.2 Upon notice of suspension, Service provider shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.

3.11.3 Upon suspension of the performance of services, Service provider shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.

3.11.4 By fifteen days prior notice, MNGL may request Service provider to resume the performance of the services, without any additional cost to MNGL.

3.11.5 In case of suspension of work by Service provider on MNGL request for more than 10 days, demobilization and remobilization charges will be paid to Service provider as per Schedule of Rates.

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

ARTICLE 3.12: PRICE REDUCTION SCHEDULE (PRS)

3.12.1 In case Service provider fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19 hereinafter or due to MNGL's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.

3.12.2 MNGL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Service provider from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Service provider and MNGL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which MNGL would have suffered on account of delay/ breach on the part of Service provider and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of MNGL in the matter of applicability of price reduction shall be final and binding.

3.12.3 Please refer penalties in Scope of Work.

ARTICLE 3.13: ASSIGNMENT

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

ARTICLE 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

3.14.1 In order to perform the services, Service provider must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep MNGL harmless and indemnify MNGL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.

3.14.2 All documents, report, information, data etc. collected and prepared by Service provider in connection with the scope of work submitted to MNGL will be property of MNGL.

3.14.3 Service provider shall not be entitled either directly or indirectly to make use of the documents, reports given by MNGL for carrying out of any services with any third parties.

3.14.4 Service provider shall not without the prior written consent of MNGL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

ARTICLE 3.15: LIABILITIES

3.15.1 Without prejudice to any express provision in the contract, Service provider shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.

3.15.2 Service provider shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.

3.15.3 The amount of liability will be limited to 10% of the contract value.

ARTICLE 3.16: TERMINATION OF CONTRACT

3.16.1 Termination for Default:

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

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

3.16.2 Termination for Insolvency

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

3.16.3 Termination for convenience

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

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

ARTICLE 3.17: MODIFICATION

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

ARTICLE 3.18: CONTRACT/AGREEMENT

The notification of award along with agreement on non judicial stamp paper of appropriate value as per proforma (**Annexure – I to GCC**) within 10 days from the date of receipt of SO, the cost of stamp paper is to be borne by Service provider, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

ARTICLE 3.19: FORCE MAJEURE

Shall mean and be limited to the following:

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

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

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

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

ARTICLE 3.20: RECTIFICATION PERIOD

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

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

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

ARTICLE 3.21: SUB-CONTRACT

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

ARTICLE 3.22: NOTICES

3.22.1 Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

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

ARTICLE 3.23: ACQUISITION OF DATA

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

Annexure - I to GCC

Performa Contract Agreement

Service Order No_____

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

WHEREAS

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

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

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

AND WHEREAS

MNGL accepted the bid of the 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 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	Signed and Delivered for and on behalf of
M/s. _____	M/s._____
Date: _____	Date: _____
Place: _____	Place: _____
IN PRESENCE OF TWO WITNESSES	
1. _____	1. _____
2. _____	2. _____

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

SCOPE OF WORK

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the System Integrator. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Page 1 IT/TR-03/2026 RFP for ECC Migration/Upgradation to S/4HANA with RISE for MNGL Applicant or to appoint the Selected Applicant, as the case may be, for the System Integrator and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

REQUEST FOR PROPOSAL

FOR

SYSTEM INTEGRATOR

FOR

IMPLEMENTATION/MIGRATION

OF EXISTING SAP ERP ECC

PLATFORM TO

SAP S/4 HANA (WITH RISE)

IN MNGL

1. INTRODUCTION

1.1 Background

MNGL is currently managing its Gas operations with an on-premises SAP ECC ISU system. As MNGL expands into the CGD sectors across 6 geographical areas, serving domestic, industrial, and commercial customers, it will implement new business processes using SAP S/4HANA with the IS-U module on a separate SAP private cloud landscape. This expansion will require seamless integration between the existing on-premises SAP ECC system, the new SAP S/4HANA IS-U system, and various third-party systems.

2. The RFP covers the following:

a) Data Archiving and Hardware Sizing
b) Migration of RISE with SAP on S/4 Hana with IS Utilities solution for MNGL CGD business.
c) Implementation of Travel Management & claim management
d) Post implementation developments and Enhancements.
e) AMC for 24 Months after post migration activities. (3 Months Hyper care & 21 Months Offshore Support)

3. Before Migration once project started:

- Re-run / refresh SAP Readiness Check on production (or a fresh copy) and keep it current through the project.
- Run Maintenance Planner to generate the valid conversion path and the SUM stack.xml for the target release.
- Produce a potential downtime-optimized cutover strategy appropriate for a live city-gas utility (meter-reading / billing blackout window, business freeze).
- Set up the 3-tier RISE landscape plan (HANA PRD/QAS/DEV) and a sandbox for the first trial conversion.

4. Data Volume Management & Archiving

- Offload SOFFCONT1 to an external content server / archive BEFORE conversion
- Archive SBCMCONT1
- Run an IS-U billing line-item archiving project on DBERCHZ1
- Delete / archive application logs BALDAT / BALHDR
- Review the custom ZISU_CUSTOMER table
- Run the SAP Guided Self-Service for DVM to quantify reduction and confirm target tables
- Right-size the HANA target post-DVM — reconcile the BoM 256 GB

5. Custom Code Remediation

- Run the custom-code data collection
- Set up ATC (ABAP Test Cockpit) with the S/4HANA readiness variant on the target release and scan all packages

- Remediate custom code for the simplified data model, HANA compatibility (no reliance on pool/cluster tables, native SQL, implicit sort) and performance
- Confirm Unicode (system is already Unicode ABAP per EWA) — no Unicode conversion expected; validate as part of the checks
- Run a usage analysis (SCMON / UPL) and decommission unused Z-code to shrink remediation and test effort
- Plan SPDD (dictionary) and SPAU / SPAU_ENH (repository) adjustments for execution during the conversion run

6. **Simplification Items:**

- Work through all relevant simplification items via their Business Impact Notes and produce a disposition log
- Complete Business Partner / Customer-Vendor Integration (CVI) — mandatory pre-requisite; must be finished before conversion (customers/vendors → Business Partner)
- Plan mandatory Material Ledger activation and the related valuation/costing changes

7. **Finance Data Quality & Asset accounting:**

- Run the financial data-quality checks (Readiness Check data for General Ledger, Asset Accounting or Material Ledger)
- Reconcile Asset Accounting to the GL and prepare for mandatory new Asset Accounting (ledger/depreciation area alignment).

8. **Integration & Interfaces:**

- Complete integration data collection — IDoc, SLT and flat-file data n the Readiness Check; gather the full inventory.
- Analyse and remediate the all impacted IDoc types and the web-service / RFC / OData impacts
- Assess BW extractor impact
- Provision SAP Integration Suite (BTP) — NEW in the BoM — and plan message volumes and connectivity to re-pointed interfaces
- Catalogue every external partner / endpoint for re-pointing and re-testing during cutover

9. **New Scope & Target Build:**

- Implement SAP Travel Management — a NEW implementation delivered alongside the conversion
- API Development & Integration with Non-Sap Applications like Website, My MNGl App, DMA APP etc.
- Digital Signature Solution integration for Invoices & Purchase Orders, Service Orders & Contracts.

- Set up Disaster Recovery / DR Drill
- Enable the Cloud Log Service
- Plan Fiori & role strategy for embedded analytics
- Perform a trial conversion on sandbox
- Run 2 mock conversions / dress rehearsals for IS-U and other data
- Execute the finance & simplification conversion programs
- Evaluate downtime-optimised / near-Zero-Downtime options
- Run SIT, UAT and end-to-end interface testing
- Perform performance / volume testing

10. <u>Resource Qualification During Implementation Phase & Hyper Care phase:</u>

SI must propose a team consisting of experienced and skilled professionals with relevant experience in the proposed areas. The minimum qualifications, experience and number of resources for onsite deployment are given below:

- Scope for Data Archiving and Hardware Sizing – Before Migration – Approx. 1 Months
- Migration Phase/ Implementation of Travel & Claim Management – Approximately 8 months - Onsite deployment
- Testing Phase - Approximately 2 months – Onsite deployment
- PROD readiness for Go Live – 1 Months - Onsite deployment
- After – Go Live – Hyper care Support – Approximately 3 months Onsite Deployment (Stabilization Period)
- Offshore Support – 21 Months – 100 Tickets per Month

The SI shall deploy the same team of resources at the MNGL Baner office for a total duration of 15 months. Post Go-Live, the stabilization period of 3 months shall be considered part of the Post-Implementation Support phase. Accordingly, the SI should include the cost estimation for this stabilization period under the AMC for 24 Months head.

The minimum qualifications, experience and number of resources for onsite deployment are given below in detail:

Sr. No.	Position	Minimum Qualifications and Experience Required for the position	Min No. of Resources (on-site)
1	Program Management Unit (PMU) Lead	**Education:** Full-time MBA/MCA/ M. Tech / B. Tech / B.E. / CA / ICWA. **Total Experience:** At least 15 years in SAP domain.	At least once in a fortnight
2	Project Manager	**Education:** Full-time MBA/MCA/ M. Tech/ B. Tech / B.E. / CA / ICWA. **Total Experience:** At least 12 years in SAP domain and at least 2 projects as Project manager in S/4HANA. Must have executed SAP ECC/ S/4 HANA implementation/ Migration in Power/ Utility Sector with min. 150 professional licenses (Except Payroll/ ECC/ MSS) or 270 FUE	One resource
3	BASIS	**Education:** Full-time MCA/ M. Tech/B. Tech / B.E. **Total Experience: At** least 6 years in SAP BASIS with minimum two S/4HANA implementation/migration projects preferably on RISE.	One resource
4	Team Lead – Technical Development	**Education:** Full-time MCA/ M. Tech/B. Tech / B.E. **Total Experience:** At least 8 years in SAP domain, in which two years should be in S/4HANA project. **Education:** Full-time MBA /MCA/ M. Tech/ B. Tech / B.E. / CA / ICWA **Standard modules:** Experience of more than 5 years as consultant in respective modules of SAP in which at least one project in S/4HANA. For HCM, one end to end implementation in Govt./State/ PSU is mandatory.	One resource
5	Functional Consultants- for the following modules: ISU, FICA, FICO, MM, Payroll, HCM, SD, PS, PM.	**Education:** Full-time MBA /MCA/ M. Tech/ B. Tech / B.E. / CA / ICWA **Standard modules:** Experience of more than 5 years as consultant in respective modules of SAP in which at least one project in S/4HANA. For HCM, one end to end **implementation in Govt./State/ PSU/Utility is mandatory.**	One resource for each module
6	Technical consultants in ABAP, Fiori, BTP, Business analytics and dashboard developers	**Education:** Full-time MBA /MCA/ M. Tech/ B. Tech / B.E. / CA / ICWA **Standard modules:** Experience of more than 5 years as developer and in which at least one project in S/4HANA and suggested OEM application for business intelligence analytics and dashboard development.	Total Eleven resources

Note: Resource deployment plan mentioned above is a bare minimum requirement for 15 Months.SI shall deploy additional manpower based on requirement to meet project objectives and timeline without any additional financial implication to MNGL.

11.Deployment of Resources During Post-Implementation Support Phase:

- The deployment period for offshore resources during the Post-Implementation Support phase shall be 21 months.
- Ticket Based AMC Support
- 100 tickets per month with maximum of 1200 tickets per annum.
- Un-consuming tickets for one month will be carried forward to nextmonth, likewise over consumption during a month.
- The IS-Utility, FICO, FICA, MM & SD resources are of key importance for this contract, and it is expected that in addition to their technical competencies they should possess traits of out-of-the-box thinking and should be willing to go-beyond standard SAP.
- Unsatisfactory performance of the ISU Consultants may even lead to foreclosure of the contract by giving maximum of 90 days' notice.
- Dedicated resources of the bidder will abide by the official timings of MNGL including holidays. For the Offsite resources Saturday will be an optional working day dependingupon the requirement of the business needs. The off-site help should be available 9.30AM to 7.00 PM (Monday – Saturday). However, during exigencies like period end closing and where the system is impacted on any critical issue the support should beavailable.
- Any change involving 4 man days effort within a Month (for respective module) will be considered within the support framework.
- The bidder shall provide daily and periodic service reports covering issues logged, actions taken, resolution status, pending items, and overall service performance metrics.
- Successful Bidder shall appoint a Project Manager for MNGL project to co-ordinate all support requirements.
- The bidder shall deploy one Primary Support Consultant and one Backup Support Consultant for each module to ensure uninterrupted support services. At any given time, at least one consultant shall be available to address and resolve issues reported by MNGL.
- The bidder shall arrange for consultant support on an emergency on-call or on-site basis, as and when required by MNGL, for up to **two occasions per year**, with each engagement lasting up to **three days**.
- The bidder must ensure the following services in minimum but not limited to (off-site) as given in Table-*3* below:

Sl.No.	Support Type	Activities
1.	Functional Support	• Provide functional support at the application level. • Trouble shooting of failure of implemented functionality • Changes in functionality mapping and Reports within the agreedperiphery of "Change Request" • Development functional specifications for enhancement • Resolve data related discrepancy. • Documentation of configuration changes • Testing of configuration changes prior to transporting toProduction. • Resolve inter-modular issues and issues related to integration • Update documentation wherever required.
2.	ABAP	• Fix any bug within the existing development • Carry out new developments • Carry out enhancements in existing developments • Performance tuning of existing development • Amend / Create new Technical Specifications as per MNGLstandard
3.	BASIS	• Patch management and Kernel upgrade • Performance tuning, re-index etc. • Database administration • Analyze run time errors & dumps and provide appropriatesolution and ensure 100% uptime of Production Server • User Management • Transport • Management of Roles & Authorization in consultation with MNGL • Client Management • SAP Backup and restore • Early Watch Analysis and implementation of its recommendation

12.The bidder's offsite Helpdesk should respond to MNGL based on the severity of calllogged. Currently MNGL proposes the following severity resolution matrix: (Service Level Agreement during Post Go-Live Support)

Severity of the complaint will be classified as High Priority, Medium Priority and Low Priority. Broad criteria for determining the severity along with the corresponding Response Time and Resolution Time are detailed below:

Sl. No.	Severity Category	Definition	Response Time in hours	Resolution time in hours
1.	S1: Critical	Business has been impacted and operation has been halted	Immediate	4 hours
2.	S2: Very High	The impact has been on a group of users and / or has the potential to turn into S1, this may include degradation of performance	Immediate	08 hours
3.	S3: Normal	Errors and bugs in functionality which does not have impact on the business functionality	08 hours	16 hours
4.	S3: Minor and cosmetic	These are cosmetic changes and enquires	16 hours	4 days

Each complaint / request not responded / resolved as mentioned in above TABLE above should be deemed as a violation of the SLA for Post Go-Live support. SLA (s) are expected to be calculated by the Ticketing tool.

Penalty will be issued in case of violations of SLA as set out in the TABLE below:

Sl. No.	Severity category	Percentage (%) of violations of SLA in a quarter	Penalty as percentage of Quarterly payment of support
1.	Critical	More than 10%	5%
2.	Very High & Medium Priority	More than 15%	5%
3.	Normal	More than 20%	5%

However, the aggregate of all penalties in a quarter will not exceed 5% of the quarterly support fees.

Implementation Partner (SI) should quote separately for the Post Go-Live support as mentioned in SOR and would be eligible for getting quarterly payments. However, it has to be noted that this payment milestones for the support will be applicable if the project milestones meet the designed deadlines. Any delay in previous activities would result in squeezing down the Post Go-Live support tenure which cannot be extended 24 months from the commencement of the project. In such cases, the support tenure will extend for those many quarters/Months available till completion of 24 months of the project unless any separate agreement is made between MNGL and the Implementation Partner (SI) for extension of the same.

13.Scope for Data Archiving and Hardware Sizing:

Please find the attached below scope to archive the SOFFCONT1 table data:

- Bidder should provide the infra on cloud for non-PRD and PRD Content Server, please find the minimum sizing for Content Server or bidder can propose the higher sizing if required.
- The bidder shall ensure that the proposed Cloud Data Centre is located within India and complies with all applicable guidelines, regulations, and standards prescribed by MeitY (Ministry of Electronics and Information Technology) and CERT-In (Indian Computer Emergency Response Team).
- Setup SAP Content Server (non-PRD and PRD) on Cloud hardware for 3 Years.
- The bidder should consider the costs associated with the migration from SAP ECC to SAP S/4HANA, the archiving of the Softcon1 table, and the Sandbox cloud server costs, as specified in the Schedule of Rates (SOR).
- The bidder shall be responsible for ensuring compliance with all requirements related to licenses, hosting, Backup, AMC, and change requests throughout the three-year contract period. All associated activities and costs shall be included within the bidder's scope.
  Prior to start the SAP S/4HANA 2025 upgrade process, SOFFCONT1 table data should archive
- to non-RISE Cloud Content Server.
- Setup data archiving process for SOFFCONT1 table.
- First archive the SOFFCONT1 table data to Content Server and then delete it from ERP system to reduce the database footprint.
- Required configuration for archived data storage in the SAP Application server.
- Creation of archive variants.
- Setup retrieval process for archived data.
- Training & manuals for data archiving and retrieval process.
- Timelines for SOFFCONT1 table archiving will be 3 weeks, and bidder should complete this activity within the timelines.
- Bidder should archive SOFFCONT1 table data in non-PRD first and then in PRD system after UAT by MNGL.
- Bidder will be responsible to provide and establish the connectivity (P2P, MPLS, IPsec, etc.) between Content Server (non-RISE) and RISE platform with minimum

30Mbps bandwidth.

- Bidder shall provide at least five SSL VPN clients which will be used to manage the non-RISE Cloud environment.
- Bidder will be responsible to provide required space for backup & setup the backup policy (daily full database backup and log backup after every 30 mins) for Content Server along with required storage with 15 days retention period for PRD and 7 days retention for non-PRD environment.
- Bidder shall provide the Sandbox infra on cloud (in same network where Content Server has been provided) with below configuration.

Non-PRD Content Server: (3 Years)
RAM: 16 GB
vCPUs: 2
Storage: 1024 GB
OS: SLES15 SP7

PRD Content Server: (3 Years)
RAM: 32 GB
vCPUs: 4
Storage: 3072 GB
OS: SLES15 SP7

Sandbox Server: (1 Year)
RAM: 128 GB
vCPUs: 16
Storage: 3072 GB
OS: SLES15 SP7

Other Components: (3 Years)
Bandwidth between RISE and non-RISE: 30Mbps
P2P, MPLS, IPsec, etc. Connectivity: 2 (including high availability)
SSL Client VPN: 5
Storage for Backup: 6144 GB

All the above Software, Hardware, Licensing with archiving activity will be in the Bidders scope.

14.SAP System Types:

There are four different types of systems for Enterprise Resource Planning solution implementation as described below:

14.1 Development System: To be used for solution customizing, solution development, unit testing as performed by the development team.

14.2 Quality System: To be used for functionality testing, user acceptance testing, integration testing, load testing, stress testing, stabilization testing and end user training as performed by the development, business user and system administration teams

14.3 Sandbox System: - To be used for functionality testing, user acceptance testing, integration testing, load testing, stress testing, stabilization testing and end user training as performed by the development, business user and system administration teams.

14.4 Production System: To be used by business users for live real time operations

15.Current Implementation:

The current implementations include but are not limited to the following:

15.1 Materials Management (MM)

15.2 IS- U (ISU)

15.3 Sales & Distribution (SD)

15.4 Finance & Controlling (FICO)

15.5 FICA

15.6 Funds Management (FM)

15.7 Plant Maintenance (PM)

15.8 Project System (PS)

15.9 Human Capital Management (HCM)

15.10 Payroll

16 Systems migration/implementation under scope:

The list of core systems and auxiliary systems (indicative, not exhaustive) to be migrated by the System Integrator (SI) to SAP S/4HANA on RISE platform.

Wherever required, the existing systems in the current SAP landscape to be made compatible for migration to S/4HANA systems.

SI shall provide SAP licenses and hosting environment on cloud (RISE platform) and shall undertake the service for standardization, harmonization, migration, conversion and implementation of additional solutions & functionalities envisaged to achieve intent of this tender. A list of SAP S/4HANA Solutions and SAP license details are attached to **Point No. 55.**

The SI shall gather any other information from MNGL ERP Support core team members, if required, to further understand MNGL's requirement. The SI shall provide, at its own cost, any additional tools or licenses pertaining to these migration/conversion/upgrade activities. The SI shall carry out migration/implementation of relevant functionalities to RISE platform as per the SAP Readiness check and information provided in to **Point No. 55.**

The SI shall adhere to the Clean Core implementation approach and conduct all development in alignment with the assessment Guidelines. The migration/implementation will be a mix of Greenfield or brown field clean core with historical data for reporting.

17. ECC to S/4HANA migration/implementation includes but not limited to the following activities:

a. Migration of ERP(ECC) to S/4HANA on RISE platform (Private Cloud)

b. Third party Application Integrations

c. Implementation of Fiori system

d. Application Extension & Application Integration

e. Custom Code Analysis, Adjustment and Harmonization for compatibility

f. System & Data transition

g. Testing

h. Analytics

i. Dashboard

Note: All existing functionalities as available in SAP ECC landscape of MNGL are to be migrated (modified/enhanced / re-implemented as per core assessment) to S/4HANA on RISE platform/environment. In case the functionality cannot be implemented in S/4HANA (Clean core) then it should be developed in BTP. Any add-on provided by SAP must be implemented by SI at no additional cost to MNGL. Adherence to SAP Activate methodology & "Clean Core" principle – custom code limited to<20% of total objects; justification required for every extension. Penalty for non-submission as applicable.

18. New Business Processes implementation: -

S/4HANA migration/implementation work scope includes the implementation of new business processes as per the Assessment.

A. Design and implementation of statutory compliances (if any) shall be done by the SI during S/4HANA migration/implementation, PGLS and maintenance support period.

B. Implementing Multi Factor Authentication (MFA)

The System Integrator (SI) shall be responsible for implementing Multi-Factor Authentication (MFA) across all applicable SAP platforms, including but not limited to SAP GUI, SAP Fiori Launchpad, and SAP Business Technology Platform (SAP BTP). MFA must be enforced using secure, industry-standard authentication mechanisms. The SI must ensure that the MFA solution is non-intrusive to users, fully tested, and demonstrated to MNGL prior to deployment.

19. Vulnerability Assessment and Penetration Testing (VAPT)

System Integrator (SI) shall be responsible for conducting comprehensive VAPT on custom developments, configurations, and integrations done by SI within the SAP environment, including SAP GUI, Fiori, BTP and analytics/ dashboard solutions. **VAPT shall be performed at least annually to identify and remediate security vulnerabilities in a timely manner.** The SI must provide detailed reports of findings and remediation efforts to MNGL, ensuring all critical vulnerabilities are addressed before deployment. The SI shall adhere to industry best practices, Govt of India security guidelines as per CERT-In throughout the process.

The System Integrator (SI) shall submit the **Vulnerability Assessment and Penetration Testing (VAPT) Report** to MNGL prior to the Go-Live of the solution. Additionally, the SI shall conduct and submit an updated VAPT Report to MNGL after completion of one (1) year of the Annual Maintenance Contract (AMC). Compliance with this requirement shall be mandatory and must be ensured without fail.

20. Existing Source Servers and Proposed Destination Servers for Migration

The servers in the current SAP landscape are hosted in NTT Data Centre, Chandivali, Mumbai which is located at state Maharashtra of India. SI shall provide MNGL access to the SAP S/4HANA cloud infrastructure (RISE platform) for proposed destination servers for migration as per the BoM with SAP RISE Team.

21. **Basis: System & Database Administration: -**

Validation of Source ECC System Landscape:

a. Assess MNGL's requirements and validate the source ECC System landscape with its integration points & prerequisite reports before migration.

b. Confirm system sizing and capacity planning to ensure the current landscape meets prerequisites to drive the System Conversion to SAP S/4HANA with migration efforts.

c. Review and define architecture and identify any technical or infrastructure gaps that need to be addressed before the upgrade and migration.

d. Coordinate with SAP RISE infrastructure team during validation and infrastructure build phases.

e. Analyze and plan the actions based on the SAP Readiness check report with custom code analysis result

22. **Validation of target SAP S/4HANA System Landscape:**

a. Assess MNGL's requirements and validate the suitability of the proposed SAP S/4HANA landscape.

b. Confirm system sizing and capacity planning to ensure the new landscape meets MNGL's needs.

c. Review and define architecture and identify any technical or infrastructure gaps that need to be addressed before the upgrade.

d. Coordinate with SAP RISE infrastructure team during validation and infrastructure build phases.

23. **System Conversion and Migration Activities:**

a) Conduct System Conversion and Migration Planning Workshop

b) System copy and refresh to build Sandbox/retrofitted system environment.

c) Generate, Validate and discuss the Stack XML file generated using SAP Maintenance Planner by keeping confirmed planned target system stack in mind

d) Identify the compatible/incompatible add-ons installed in ECC system and plan the migration tasks

e) Perform uninstallation of not-required add-ons from ECC system.

f) Preform required Pre-Migration / Upgrade tasks (SIC Checks, CVI, Inactive Objects, Open Repairs, SPDD, SPAU,

etc)

g) Activation of required Business functions part of pre/post migration tasks

h) Troubleshooting of errors, fixing errors occurring during system conversion and migration tasks with proper coordination with other dependent teams.

24. Service Provider will carry out following activities SAP conversion project.

- Validate system sizing for Target SAP S/4HANA on RISE.
- Landscape Design assessment with SAP RISE Team.
- Setup and configuration of SAP software components required to drive the migration to SAP S/4HANA.
- Pre and Post Technical Tasks related to SAP S/4HANA Migration.
- Evaluation of Backup infrastructure to plan the Migration Tasks.
- SAP User and security management.
- System and Database administration.
- Coordinating with Infrastructure partners to resolve any issues related to Installation/Upgrade/Migration.
- SAP application/database and system performance.
- Interface Validation and provisioning in Target SAP S/4HANA system landscape.
- Installation of required SSL Certificates in Target SAP S/4HANA system landscape.
- Installation of Configuration of SAP Cloud Connector, SAP Web Dispatchers, SAP Load Balancers, SAP Routers.
- Configuration of SAP BTP Account to facilitate Cloud Communication with other Cloud Solutions.
- Activation of SAP FIORI Launchpad with required SAP FIORI Apps.

24. Technical Scope of Work

a) FIORI (Mobile App) Scope

As part of the S/4HANA migration program, the organization plans to implement SAP Fiori to deliver a simplified, role-based, and mobile-enabled user experience. The scope includes the deployment of standard SAP-delivered Fiori applications as well as the development of custom Fiori applications to meet specific business requirements. MNGL will provide a final list of required custom Fiori applications during the course of the SAP S/4HANA migration project.

Sr	Technical Components	SI's Responsibilities
1	FIORI apps	Service Provider will be responsible for implementing, configuring, and enabling standard Fiori apps across relevant functional modules (e.g., Finance, Procurement, Sales, HR etc.)
2	Custom FIORI development	Service Provider will design, develop, and deploy 15 custom Fiori applications using SAPUI5 and OData services, as per business requirements. However, if more than 25 custom FIORI is required, SI shall do the extra development through Change request.
3	Mobile Enablement	Enable relevant FIORI apps on mobile (as per list provided by MNGL). Responsive design to support desktops, tablets, and smartphones.
4	Integration Components	Support for workflow approvals.
		Real-time data consumption through CDS views and APIs.
5	Monitoring & Performance	Monitoring tools for Fiori usage and performance.
		Logging and troubleshooting framework for custom apps.
		Performance optimization for mobile usage.

25. Custom Objects:-

Following the ATC (ABAP Test Cockpit) run on all custom RICEF objects, as listed below. All mandatory objects identified in the ATC results must be remediated or made compatible with the SAP S/4HANA environment. This exercise is a key requirement to ensure technical compliance, minimize risk, and guarantee that all critical business processes continue to function seamlessly after migration.
The table below shows the ATC run results up to

Sr. No.	Technical Components	Custom objects
1	1356- RICEF Objects (Report, Interface, Conversion, Enhancement, Form)	2255 -Total Custom objects – 100 additional to be considered by SI.

Note: The service provider will rerun the ATC before initiating custom code remediation. The Service Provider shall ensure that all RICEFW objects are made compatible with SAP S/4HANA and continue to function seamlessly in the target environment. Any objects identified as incompatible must undergo mandatory remediation, while redundant or obsolete objects should be decommissioned wherever appropriate.

26. Custom Code Analysis

a. Conduct a detailed analysis of all custom objects (Z/Y programs, enhancements, user exits, BADIs, interfaces, reports, forms, etc.) using SAP standard tools such as Readiness Check, ATC (ABAP Test Cockpit), Simplification Database, SCMON/UPL.

b. Identify unused, obsolete, or redundant custom code for decommissioning.

c. Categorize custom objects based on remediation complexity and impact (High/Medium/Low).

d. Modify custom objects to align with SAP S/4HANA data model changes

e. Replace obsolete function modules, transactions, and APIs with recommended SAP S/4HANA alternatives.

f. Optimize performance for SAP S/4HANA by adapting code for

push-down principles (CDS views, AMDP, etc.).

g. Ensure mandatory remediation of objects flagged as incompatible during ATC or simplification checks.

h. Adapt user interfaces for Fiori compatibility where applicable.

27. Decommissioning of Obsolete Code

a. Prepare a list of unused or redundant objects identified through usage analysis.

b. Secure business approval before decommissioning any object.

c. Maintain an archive of all decommissioned custom developments for audit and traceability.

28. Testing and Validation

a. Re-run ATC and simplification check post-remediation to validate compliance.

b. Conduct unit testing, regression testing, and performance testing of remediated custom objects.

c. Ensure all remediated objects meet SAP S/4HANA ABAP development guidelines and client quality standards.

29. Design Authority and Fit-to-Standard Governance Framework for S/4HANA Conversion

The Selected System Integrator shall establish and operate a **Design Authority** as the central governance and gatekeeping mechanism for MNGL's ECC-to-S/4HANA conversion and shall demonstrate in its response how this body will be structured, staffed, and run. Given the brownfield nature of the programme, the Design Authority must function as a controlled gatekeeping mechanism that decides which existing customizations are retained, which are retired in favour of S/4HANA standard functionality, and which new changes are permitted—thereby protecting MNGL against carrying forward legacy technical debt and against uncontrolled customization during and after conversion. The SI shall constitute the Design Authority as a tiered body comprising MNGL Business Process Owners, joint MNGL–SI project teams, and supporting CoE SMEs and change resources, with clearly defined roles, decision rights, and escalation paths. As part of the conversion, the SI is expected to enforce a "fit-to-standard" philosophy—leveraging the custom-code analysis (e.g. remediation/decommissioning of unused and redundant Z-objects), simplification item impact, and adoption of S/4HANA standard and best-practice processes for city gas distribution—while preserving only genuine MNGL differentiators and statutory/regulatory requirements

(PNGRB, GST, and applicable compliance). The SI shall instil a "why not standard?" mindset so that conversion is treated as an opportunity to rationalize, not merely re-host, the existing landscape. For every retention, remediation, or change request, the SI shall apply a structured, auditable evaluation workflow covering: (1) a request with documented business justification, impact (revenue, operations, regulatory), and urgency; (2) initial screening to validate whether the requirement is real or perceived, now available in S/4HANA standard, superseded by a simplification item, or a duplicate of a previously solved need; (3) a fit-to-template assessment classifying each request as **Adopt** (move to S/4HANA standard and retire the custom object), **Adapt** (remediate/minor change to retain), or **Build** (justified new enhancement); (4) an approve/reject decision, with approval to retain or build granted only where the requirement carries strong business value, is reusable across functions, and creates no conflict with the target template; and (5) a controlled update step for approved changes, refreshing process documentation, configuration, custom-code inventory, test scripts, and user guides. The SI shall adopt a hybrid-agile approach to enable clear, faster decision-making and quicker adoption, and shall proactively orchestrate a positive employee and change experience throughout. MNGL expects the SI to describe the tools, cadence, RACI, and reporting through which the Design Authority will operate across all conversion phases (Discover, Prepare, Explore, Realize, Deploy, Run), and to confirm its commitment to maintaining this governance discipline during hypercare and steady-state operations.

30. Remediation of existing 3rd Party Application Integrations

The Service Provider shall be responsible for the end-to-end remediation of all existing 3rd party application integrations to ensure compatibility with the target SAP S/4HANA landscape. The activities shall include, but not be limited to, the following:

Assess all existing integrations (e.g., SCADA, TAMS, FTP, Web Services,

I. DMS, DTBR, DTSR etc.) with third-party applications to identify incompatibility or adjustments required for SAP S/4HANA.
II. Modify or enhance integration interfaces as needed to enable smooth and reliable data exchange between SAP S/4HANA and third-party systems.
III. Conduct comprehensive testing and validation of all integrated systems to ensure seamless end-to-end operations.
IV. Perform a detailed impact analysis of each integration in the context of SAP S/4HANA data model changes, process simplifications, and deprecation of objects.
V. Identify and document integrations that require redesign, remediation, or replacement, along with associated dependencies on middleware components.
VI. Design or remediate impacted interfaces using SAP S/4HANA-compliant technologies such as OData Services, CDS Views, and REST APIs.
VII. Replace outdated or obsolete integration methods with SAP-recommended approaches supported by SAP S/4HANA and/or SAP BTP/CPI.
VIII. Ensure that all integrations comply with defined performance, security, and

scalability standards.

31. Integration Scope

Following Third Party Integrations are currently envisaged for this project

- Customer (Web & App) Portal Integration with SAP – Existing FTP
- BTP (applications to be developed by SI during functional Enhancements as per scope details provided enclosed)
- Mobile APP's - integration – Existing FTP
- Integration with External Banks for automated bank transactions and Bank Reconciliation – To be implemented– to be implemented
- Mobile devices – To be introduced
- SLDC Data Integration for Billing – To be implemented
- WhatsApp Integration – Existing
- API Integration for SMS
- SMTP integration for email

Note: All third-party integrations are to be migrated from ECC to S/4HANA even if not mentioned explicitly above. The integrations may increase during tendering process which are to be considered as part of S/4 HANA migration/implementation scope. Development of any new integrations, other than the list of integrations/interfaces already mentioned above, this will be treated as part of S/4 HANA migration/implementation scope, at no additional cost to MNGL.

32. Reporting and Analytics

MNGL requires analytical reporting and dashboard for strategic, tactical and operational information. Vendor needs to do requirement assessment and develop these.

Dashboard	Maximum 15 nos. with 250 KPIs
Analytical reports	Maximum 15 in nos.
Note: SI to mutually discuss with MNGL to finalize requirements during project	

33. SCOPEOF WORK FOR S/4 HANA MIGRATION/IMPLEMENTATION /CONVERSION/ AND POST GO-LIVE STABILIZATION

34. Phases of Migration/Conversion/Implementation

The SI shall follow the migration approach and methodology as detailed below to ensure the effective, smooth and timely completion of the project. The migration processes shall be carried out very systematically and in a streamlined fashion to avoid unexpected delays, technical errors and to minimize downtime. The SI shall ensure support of OEM (SAP) for finding solutions to any critical/unresolved issues. The implementation process shall have the following phases:

- Project Preparation Phase
- Explore Phase
- Realize Phase
- Deploy Phase.
- Go-Live Phase
- Post Go-Live Stabilization Phase (PGLS)

Different tests (functional and non-functional) shall be conducted by SI in relevant phases of implementation to ensure that the new system is reliable, meets business requirements, and minimizes the impact of potential issues. These tests shall include Unit Tests, System Integration Tests, Functional tests, Mock run tests, Performance/Load Test, User Acceptance Tests, Security & Access control Tests etc. All these tests shall be conducted based on approved test scripts. The SI shall document the results of the tests, fix the bugs/errors found during the testing, and submit a report to MNGL. All pending or open issues should be closed before the end of each phase. Any software, hardware, tools, etc. required for the execution for this project to be a part of SI at no extra cost to MNGL.

35. Project Preparation Phase

The Project Preparation phase will provide initial planning and preparation for the project. SI will prepare a Project Charter consisting of Project objectives, scope, deliverables, detailed project plan including milestones and time-schedules, quality control plan, change management strategy, roles & responsibilities, project structure & resource deployment plan, requirements from MNGL, project risk & mitigation plan, communication matrix, Issue escalation matrix, project templates and project KPIs etc. to measure project success. The Project Charter should also clearly specify the constraints and benefits of the project.

The Project Charter and detailed project plan shall be submitted to MNGL for approval. Macro level and micro level project plan shall be prepared by SI for all the activities listed in the project.

The SI shall follow SAP recommended project management methodology. SI is required to follow the approved project plan. This plan will serve as the basis for tracking progress during the implementation phase. If the project falls behind schedule, the SI will be obligated to furnish a catch-up plan to address the delay. SI shall also prepare Project Governance Structure in consultation with MNGL and submit for approval of MNGL.SI shall submit a detailed Project Governance Framework including:

I. Steering Committee (SC) – Project Manager (MNGL) + Project Director (SI) +; monthly meetings. Weekly RAG status report + Monthly Executive Dashboard.
II. Risk, Issue, Change & Decision Registers (templates to be approved by MNGL).

36. Resource Planning & Deployment:

The SI shall deploy their resources as per the resource deployment plan. Teams shall be deployed for the i) S/4HANA migration, implementation, stabilization, hyper care (ii) post-implementation support. Given that the continuity of key project team members is essential for the success of the project, MNGL expects the SI to follow a diligent process to ensure that such personnel remain assigned to the project at least until the successful Go-Live of the SAP S/4HANA ERP system. SI will not be allowed to withdraw/remove any personnel from the project without explicit written confirmation from MNGL and the person withdrawn shall be replaced with an equally or more qualified and competent substitute after approval from MNGL.

37. Project Kick-off meeting:

SI will conduct a kick-off meeting with the MNGL team to explain, amongst others, all aspects of the Project Charter and detailed project plan.

38. Overview Training:

SI shall provide product overview training to MNGL key stakeholders and key users to familiarize them with product modules, functionalities, nomenclature etc.

The training calendar for imparting training to Core teams (Functional/SMEs & Technical), end users and top management shall be mutually finalized by SI and MNGL during the Project Preparation Phase.

The SI shall prepare and submit a detailed Exit Management Plan (EMP) to MNGL for approval during the Preparation phase.

39. Explore Phase

- Understand the AS-IS of MNGL's system landscape, business processes through available documents and discussion with MNGL's ERP Core Team.
- Finalize migration strategy for ECC, implementation and all other systems in the scope.
- Finalize the strategy for custom developments/enhancements, new process implementations, Fiori adoption etc., in consultation with MNGL and in accordance with the Assessment Guidelines provided in Annexure.
- Identify existing business process issues, perform custom code analysis, identify areas of improvement and opportunities for standardization & harmonization of processes across MNGL.
- Review the Readiness Check report (Annexure-I) and design the TO-BE processes based on MNGL's business requirements and SAP Best Practices/Processes.
- Conduct gap analysis of TO-BE process requirement and S/4HANA functionalities along with best practice solution to meet MNGL requirements.
- Finalize testing plan and test scripts to cover all critical tests (both functional and non-functional) relevant to different phases of migration.
- The SI shall use the SAP S/4HANA training/mock environment to give training to the MNGL's core team users to understand the actual working process of S/4HANA product.

40. Business Solution Design document/ Blueprint:

After conducting a detailed study and AS-IS analysis, the SI shall prepare a comprehensive solution design document (SDD)/Business Blueprint (BBP), covering the complete functional and technical requirements, including process flows, solution architecture, integration points, data migration approach, security design, and reporting needs. This document shall be submitted to MNGL for review and approval before commencing the realization phase.
The SI shall detail MNGL processes by referring to the available documents to design and implement the as-is/modifications/ enhancements/new processes after discussion with MNGL.

Report of phase audits (up to Explore Phase) by OEM and compliance to be submitted by SI for closure of the phase.

41. Realize Phase

A. Development/Customization & Configuration:

Based on the approved Solution Design Document (SDD)/business blueprint (BBP), the SI shall conduct the following activities:

i) Prepare functional & technical design documents etc. and submit them to MNGL.
ii) Configure and customize the S/4HANA solution as per approved business requirements.

B. The SI shall modify and finalize the detailed project plan with a well-defined plan of action for all the activities as per the observations from the sandbox run.

C. SI shall submit an integration strategy document and develop a necessary process for seamless integration between S/4HANA and other systems/applications of MNGL to meet business requirements.

D. The SI shall prepare and setup authorization matrix/ user roles and responsibilities/ configuration in the S/4HANA system, in consultation with the respective MNGL functional core teams.

E. The SI shall utilize SAP GRC (Embedded) to perform Segregation of Duties (SoD) risk analysis, identify conflicting role assignments, and define appropriate mitigation controls.

F. Carry out data migration activities including development of data migration templates, data cleansing, enrichment & transformation, data migration to configured solution. All the migrated data along with metadata/control tables shall be stored securely at the location provided by MNGL for future reference and audit purposes. The SI shall ensure accuracy, completeness, and consistency of the migrated data through proper validation and Reconciliation processes. Documentation of the entire data migration process, including pre- and post-migration reports, shall be submitted to MNGL.

G. Ensure all simplification items are managed, and adaptations are implemented.

H. SI shall ensure that all transactions and business processes of existing ECC system should continue to work after converting to S/4HANA. In cases where the Transaction Codes that are in use in

ECC but deprecated in S/4HANA, new transaction code/functionality in lieu of such deprecated Transaction Code to be activated/implemented in SAP S/4HANA or BTP environment with required configuration/customizations. The SAP clean core approach should be adhered to during this process. SI shall provide clear for all such changes and submit it to MNGL.

I. Activation of required SAP Business Functions after assessing the features and impacts in consultation with respective MNGL functional core teams as per business requirement.

J. All existing external systems should be integrated with the ERP solution on a consistent, on-line, real-time or batch-processing basis, in line with existing ECC integration and need to operate in an automatic manner without manual intervention.

K. All required data residing in legacy applications shall be identified and transferred/integrated with S/4HANA solution.

L. Implementation of SAP notes/Service Pack as required by MNGL business processes.

M. Ensure that SAP certified/approved data uploading tools, such as those aligned with existing LSMW/BDC in ECC, are available for data uploads in the S/4HANA system. The SI shall develop any new upload programs required for the implemented solution. Any such new upload programs must include data validation mechanisms to ensure data integrity, consistency, and compliance with business requirements. The SI shall document and test all such data upload processes and submit the reports to MNGL. The solution shall be moved to production environment only after submission of these reports and approval of MNGL.

N. Implementation of new developments and process modifications etc. mentioned in Assessment.

O. Develop/activate and adopt Fiori apps (to be identified during Explore phase) in S/4HANA along with required customizations/validations/authorizations in line with existing ECC system, in consultation with MNGL. Workflow integration is also to be done for Fiori apps as per MNGL business requirement. All applicable Fiori apps (All Standard and 25 custom nos.) are to be developed/activated for MNGL, which include transactional, analytical & custom apps and dashboards of different modules like PM, ISU, FICA, FICO, MM, HCM, SD etc. SI shall activate required SAP Fiori apps on mobile devices in consultation with MNGL. The list of Fiori apps to be developed/activated and

required workflow integration details shall be finalized in consultation with MNGL.

P. Development/migration all EP system functionalities (Employee self-service (ESS)/ Manager Self Services (MSS) in Fiori/BTP environment as identified during Explore phase.

Q. If the desired 'TO-BE' process is not achievable through standard solution provided by SAP S/4HANA, SI will implement the same through enhancement or custom Z-development or solution in BTP after consulting with MNGL. The proposed solution must be uniform and standardized across MNGL while adhering to the assessment (Annexure-I).

42. **Mock Runs:** During implementation, SI shall conduct a minimum of three mock runs of the newly installed system as per plan to ensure that the final run passes with zero bugs & exceptions and meet the downtime expectation. SI shall carryout/coordinate following activities during the process:

- Ensure data integrity is maintained 100% in comparison with the old SAP Systems in landscape
- Ensuring the integration with other systems and modules is working correctly as envisaged.
- Optimize the migration process downtime.
- Develop an end-to-end migration cutover procedure
- Validation of end-to-end migration cutover procedure
- Ensure named and confirmed resources for each activity in the plan
- Ensure the migration completes within the planned downtime.
- Establish environments and process for testing
- Technical and functional testing and issue resolution
- Technical and functional support for testing
- Prepare the documentation of all activities

Note- All the above activities are to be achieved by the end of final mock run.

43. Realization phase related test reports shall be shared to MNGL.

44. Report of phase audits (up to Realization Phase) by OEM and compliance to be submitted by SI for closure of the phase.

45. **Deployment Phase**

- Migration of all existing data and new entries (if any) to S/4HANA system for all modules shall be carried out and confirmed by SI. The data is to be verified by MNGL. The SI shall assist MNGL in verification by providing pre and post migration check lists.
- The migration process to be carried out by SI shall include, but not

be limited to, the following activities:

i) Identification and documentation of data migration requirements.

ii) Collection and migration of master data accompanied by a table-wise report detailing record counts and data sizes for future audit purposes.

iii) Collection and migration of transactional data accompanied by a table-wise report detailing record counts and data sizes for future audit purposes.

iv) Closing or migration of all open transactions.

v) Collection and migration of documents

vi) Backing up all ECC master/legacy data in S/4HANA environment (or any other suitable environment provided by MNGL) for future reference by MNGL.

- To achieve desired response time and process time, fine-tuning/optimization is to be done by the SI wherever required.
- Entire S/4HANA and other solutions are to be tested as per finalized testing plan and verified by MNGL in Sandbox, Development and Quality systems. Test results are to be shared with MNGL.
- User manuals are to be completed and approved.
- System configuration and other technical manuals are to be completed and approved.
- User support / help desk structure and process is established and ready to operate from Go-Live to till end of PGLS.
- Report of phase audit by OEM and compliance to be submitted by SI for closure of the phase.
- The SI shall present the project status to MNGL management to take the Go-live decision.

46. Go-Live Phase

During this phase, the SI will be required to carry out go-live activities after MNGL's clearance and as per
the agreed approach and methodology. Before Go-live, SI will ensure that following documents are

provided to MNGL (list is not exhaustive)

A. Configuration document consisting of system settings and parameters for each module (as applicable)

B. User manuals (module-wise) including system instructions with use cases, running of a program/T-code to perform specific task in the system with sample reports, screen formats etc.

C. Process flows and description manuals as necessary.

D. Standard Operation Procedure (SOP) manual.

E. Core Users (SME/Technical) & End users training details.

F. Data-migration as per cut-over plan, Data Migration results and sign-off documents.

G. SI shall ensure all required migration/ developments/ modifications/ improvements are implemented.

H. Project Go-Live checklist report

I. System configuration and interface document

J. Help Desk support document.

K. Final preparation sign-off document.

L. Pre-Go-Live issue log & resolution document

M. Any other document required for usage of implemented solution. After Go-Live, SI should ensure vigilant monitoring of the performance of the system, growth of the database and system logs to detect the system level issues very early and provide quick resolution and preventive options.

47. Post Go-Live Stabilization Phase

Post Go Live stabilization phase will start after successful Go-Live and continue for a period of three (3) months. During this period, the SI shall provide and ensure:

A. On-site support as per requirement: In the stabilization period after Go-Live, the SI shall continue to deploy the same Project Management, Technical and Functional staff who were involved in the implementation/migration phase, to ensure continuity of the key members. Any change in manpower composition shall be allowed only after ensuring the criteria mentioned are met and after written confirmation from MNGL.

B. User support/helpdesk structure and process is established to handle day-to-day issues during the PGLS period.

C. The SI shall provide functional support and maintenance of S/4HANA ERP Solution, during this period. The SI shall be responsible for rectifying all issues identified.

D. In the event of urgent requirements like upgrades, unresolved business showstoppers etc., the SI shall deploy additional consultants or/ resources onsite without any additional charges to MNGL.

E. During stabilization, if the solution is not working as per the requirements, the SI will rectify and reconfigure the SAP solution to comply with the same. The SI has to update the required changes in user & configuration manuals/documentation and deliver to MNGL prior to the completion of stabilization period.

F. If there is any change in the process or solution, knowledge transfer of the same is to be given to the relevant functional and technical team of MNGL.

G. SI shall ensure all agreed new processes are incorporated, which are not part of current ECC implementation of MNGL.

H. SI shall ensure all required modifications/improvements are implemented.

I. SI shall implement any changes or new requirements relating to statutory compliances.

J. The SI shall provide support for SAP ERP license management and control.

K. The stabilization period of three-months may be extended as required if any critical issues raised by MNGL as part of implementation are left open.

48. Training Requirements

Training shall be imparted to the MNGL Team members during different phases of implementation as per requirements. During the Preparation phase, overview training to be provided to MNGL key stakeholders and key users to familiarize them with features and functionalities of the new solution.

SI shall provide training to respective MNGL core team members during implementation to create awareness of features of S/4HANA and other related solutions implemented. This will help MNGL core team to understand the features of the SAP product and enable them to correlate with their respective functions while suggesting TO-BE processes.

The training calendar for imparting training to Core teams (Functional/SMEs & Technical), end users and top management shall be mutually finalized between MNGL and SI during preparation phase.

SI shall conduct/coordinate training sessions, provide adequate training material in paper and digital format (including session recordings for online trainings) and use Industry standard/OEM recommended training tools.

The SI may fine-tune the training model in consultation with MNGL during Project Preparation Phase.

The meeting links for on-line user training sessions shall be created by SI in MS Teams/ Cisco Webex etc. or equivalent and these sessions shall be recorded by SI and shared with MNGL.

Prior to the commencement of training, the SI shall ensure that only certified trainers—holding relevant subject matter certifications—are deployed for conducting the training sessions. The SI must submit valid copies of trainer certifications to MNGL, for review and approval. MNGL will measure the effectiveness of the training imparted by the SI upon completion, through feedback forms collected from participants. If the consolidated feedback indicates that the training was not effective or did not meet the desired standards, the SI shall be required to re-conduct the training at no additional cost to MNGL.

49. Maintenance and Support Services

The SI shall provide Post migration/implementation Maintenance Support services for the solution for 2 (two) year after the completion of post go live stabilization period. The support shall include but not limited to following services:

A. Supporting MNGL ERP Core Teams and end users through the following:

- ✓ Resolving end-user issues related to different modules
- ✓ Preparation of Functional Specifications/Technical Specifications
- ✓ Development/modification of processes and reports
- ✓ Testing of developments/modifications
- ✓ Bug-fixing
- ✓ Preparation/modification of user manuals
- ✓ Upgrade support

B. Development/adoption and activation of Fiori UI screens for various processes of different functions as per requirement.

C. Module wise monthly Meetings/workshops (each 8 hrs.) by module experts to apprise MNGL Core Teams regarding new functionalities/ features/enhancements/developments in SAP S/4HANA ERP solution as per MNGL's requirement.

D. Provide consultancy support for any new SAP solution implementation, third party integration or enhancement of existing process in any module(s) as per MNGL requirement.

E. Change Management during PGLS and Post-implementation Support

Change Management is a predefined process which keeps track of all the changes carried out in the system through proper documentation and approval mechanisms.

50. Project Deliverables and Work Completion Schedule

The work completion period or delivery schedule for the complete scope of work as provided in the contract shall be 3 years from the date of commencement of work as per contract.

The high level break up of project milestone/phases will be a part of bidder's responses under following broad guidelines as follows

i Total Contract Period: **3 (Three) Years**
ii Archiving/Migration/Conversion/Implementation/UAT phase: **12 Months -Onsite**
iii Hypercare Support: **3 Months – Onsite**
iv Post Go-Live Support: **21 Months conditions - Offshore**

Bidders will submit the activity chart and delivery schedule as per table given below. However, the SI at its option may reschedule different activities while meeting overall delivery schedule of Go Live. Revised activity schedule may be submitted in the Project Plan to be approved by the ERP Project Leader (during Preparation Phase).

51. Planning and Deployment of Resources

Proposed resource deployment plan for different phases of S/4HANA migration/implementation is as follows:

S.No	Items	Phases
1	SAP S/4HANA migration/implementation/UAT with suggested OEM application implementation for business application, analytics and dashboard -12 Months	Project Mgr. + Key resources on-site

2	Support services during post go-live stabilization period -3 Months	Project Mgr. + Key resources on-site
3	Two-year Maintenance Support Services for S4/HANA systems with suggested OEM application implementation for business applications, analytics and dashboard after post go-live stabilization period.	Project Mgr. + Key resources Offshore

i) The SI should deploy its resources on site within thirty (30) days of LOA.

ii) The SI shall ensure deployment of adequate specialized and experienced manpower throughout the project lifetime to achieve the project objectives within time and with quality.

iii) The deployed technical and functional consultants should have the knowledge of Fiori apps also in addition to their respective domain knowledge.

iv) The SI needs to submit detailed CVs of each of the resource and Project Manager of the proposed project team. The SI shall ensure to deploy the resources with required experience and competency as per details mentioned in this document.

v) On boarding of the project team will be done on approval of CVs by MNGL. Personal interaction of the project team members shall be done with MNGL, if required for approval.

vi) The SI shall provide contact numbers, email addresses, escalation matrix of the team. MNGL shall be kept informed well in advance in case any changes are being made in the contact details. Any change of resources in the team should be submitted in writing at least one-month advance along with the alternative CVs (curriculum vitae) to the designated Project leader of MNGL for approval. Withdrawn resources shall be replaced with equally or more qualified and competent resources after approval from MNGL. The SI shall be responsible for the knowledge transfer process and there shall not be any delay on the project delivery timelines on this account.

vii) MNGL reserves the right to reject a non-performing resource in the team. On intimation from MNGL, the SI shall arrange a replacement within 15 working days without any additional cost to MNGL. In such a case the SI shall provide a replacement, with a person of equivalent or better qualifications and experience. The detailed CV and profile of the resource should be submitted to MNGL for approval.

viii) Expenses for travel, accommodation, phone charges, food and any other expenses for the resources will be borne by the SI.

ix) At no stage, the manpower deployment shall be less than that minimum manpower as mentioned in the Resource Deployment Plan. Such manpower shall be maintained from start of the project up to complete Go-Live stage and further during Stabilization phase and two-year maintenance support period.

x) The SI shall not make any changes to the composition of the Key Resources during the Term without prior written consent from MNGL.

52. SITE PREPARATION

A. Facilities to be provided by MNGL:

Limited space along with LAN/internet connection at MNGL premises for SI's personnel during implementation and support period. Laptop and other computing facilities for the deployed personnel shall be provided by SI. The SI is requested to visit MNGL, Baner Pune to understand the logistics and other requirements before bid submission.

B. Exit Management Plan

The SI shall prepare and submit a detailed Exit Management Plan (EMP) to MNGL for approval during the Project Preparation phase.

C. Purpose of Exit Management Plan

This clause sets out the provisions which will apply upon completion of the contract period or upon termination of the agreement for default of the SI. The parties shall ensure that their respective associated entities, in case of MNGL or any Agency appointed by MNGL and in case of SI, its associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period is a period of 30 days prior to the normal expiration of the contract or 30 days post the date on which

the intimation of contract termination is served by either party, in case of a forced termination. In either case MNGL may extend the exit management period, till such a time the SI is found to be compliant with all the exit management clauses mentioned below. MNGL's decision in this regard will be binding on the SI. The SI shall divest all the project assets at the beginning of the Exit management period to MNGL at zero value in case of expiry of contract and at the depreciated rate as per Indian Income Tax Act if there is a termination of contract.

At the beginning of the exit management period, the SI shall ensure that:

1. All Project Assets including the hardware, software, documentation and any other infrastructure shall have been cured of all defects and deficiencies as necessary so that the project is compliant with the specifications and standards and any other amendments made during the contract period.
2. The SI delivers relevant records and reports pertaining to the project and its design, engineering, operation, and maintenance including all operation and maintenance records and manuals pertaining thereto and complete as on the Divestment Date.
3. On request by MNGL, or any Agency appointed by MNGL, the SI shall affect such assignments, transfers, licenses and sub-licenses related to any equipment lease, maintenance or service provision agreement between the SI and any Agency, in favour of MNGL, if it is required by MNGL.
4. The SI complies with all other requirements as may be prescribed under applicable laws to complete the divestment and assignment of all the rights, title and interest of the System Integrator in the Project free from all encumbrances absolutely and free of any charge or tax to MNGLor its nominee.

C. Contract Period

Time is the essence of this project. System Integrator needs to adhere to the given timelines and provide detailed project plan for migration/implementation and deliverable milestones as part of its technical proposal:

- ✓ Contractual delivery date for Migration/implementation of S/4HANA, , and other components as per Scope of Work up to Go-Live, will be 12 months from the date of commencement of work as defined in contract.

- ✓ The Post Go-Live stabilization phase will be for a minimum period of 3 months from the date of actual Go-Live.
- ✓ Post implementation maintenance support (AMC) for S/4HANA shall be for two year from the actual end date of Post Go-Live Stabilization period.
- ✓ S/4 HANA on RISE with suggested OEM application for Business Intelligence, Analytics and dashboard is fully live.

D. Other Terms & Conditions

i. Resource Mobilization to be done within thirty (30) days from the date of LOA.

ii. SI shall ensure that during implementation, the performance, security, etc. of the setup is not compromised.

iii. AII supporting software, testing tools, etc., as required during all operations such as design, development, installation, conversion, testing, roll-out etc., shall be provided by the SI at no extra cost to MNGL for completing the scope of work as per this specification.

iv. II the software, tools etc. used during implementation/conversion should be genuine and should have a valid license and OEM recommended/certified.

v. The SI may engage any other third party resource except Project Manager. All such deployed resources should be managed by the SI.

vi. The SI shall ensure that none of MNGL's equipment/structure/setup gets damaged during commissioning and operations of the supplied equipment. Any damages, if caused to MNGL's property due to SI's activity/negligence or the operations of the equipment, shall be rectified, repaired or replaced by the SI at their own cost.

vii. The SI shall depute an experienced Project Director/PMU Lead during S/4HANA migration/implementation and Support maintenance. The Project Director will be totally responsible for the completion of the project till handover to owner and will report to designated Program HoD, MNGL.

viii. The SI shall provide contact numbers, email addresses, escalation matrix of the support team. MNGL shall be kept informed well in advance in case of changes in contact details of SI resources. MNGL shall be notified for any change of deployed resources in the support team in writing at least one month advance. Proper Knowledge Transfer (KT) should be

done, which shall be verified by MNGL.

ix. The SI shall follow the MNGL business calendar and working hours. In case of any issues/emergency that hampers MNGL operations during holidays/non-working hours; adequate support mechanisms shall be in place to ensure trouble-free business operations.

x. The SI shall, at their own cost, arrange for necessary insurance to cover all the risks assumed by the SI under this contract in respect of its deputed personnel for the execution of this contract during the entire period of the contract. MNGL shall have no liability against any loss/damage/injury etc. to its personnel or any other concerned regarding whatsoever.

xi. Expenses for travel, phone charges/internet, food, and accommodation etc. for the resources will be borne by the SI.

xii. The SI shall ensure support of OEM (SAP) and OEM of Analytics application for resolving any critical pending issues.

53. SAP – Bill OF Material

The organization is currently utilizing SAP ECC 6.0 ERP for its enterprise-wide business operations.,

The details of Bill of material given below for SAP S4 HANA on RISE,

As-Is ECC 6.0 Migration to Cloud ERP Private (BoM)

No	Description	UOM	In Blocks	Min. Block	Proposed Quantities					Remarks
					Y1	Y2	Y3	Y4	Y5	
1	SAP Cloud ERP Private	FUE	1	60	136	185	190	195	271	Covers the following: • Full Use Equivalent (FUE) Users, which can be converted into different user types • 3 tier HANA DB landscape with 256 GB PRD, QAS & DEV • App Servers - 64GiB memory PRD, QAS & DEV
2	SAP Core Human Capital Management Cloud , Private Edition	User	1	500	500	500	500	500	500	HCM Licenses
3	SAP Payroll Processing, private cloud edition	User	1	500	500	500	500	500	500	License component only.
4	SAP Time Tracking Cloud, private edition	User	1	500	500	500	500	500	500	License component only.
5	SAP S/4HANA Cloud Private Edition, utilities	Point of Delivery	1000	25	25	650	800	950	1200	License Component only.
6	SAP Travel Management for SAP S/4HANA Cloud Private Edition	Documents	1	3000	3000	3000	3000	3000	3000	License Component only.
7	SAP S/4HANA Cloud, disaster recovery, private edition	% Net Recurring Fee	1	1		1	1	1	1	DR Licenses.
8	SAP Cloud, memory extension for productive tiers, private edition	GB	256	1	1	1	3	3	3	Memory Extension for PROD S/4HANA System. Y1 - Y2 = 512 GB; Y3 - Y5 = 1,024 GB
9	SAP Cloud, memory extension for non-productive tiers, private edition	GB	256	1	1	1	3	3	3	Memory Extension for QAS S/4HANA System. Y1 - Y2 = 512 GB; Y3 - Y5 = 1,024 GB
10	SAP S/4HANA Cloud Private Edition Application Server for Linux, additional production tenant	Tenant	1	1	2	2	3	3	3	Additional Application Server for PROD S/4HANA System. Y1 - Y2 = 2 Additional App Servers of 64 GB each (Total 3 App Servers) Y3 - Y5 = 3 Additional App Servers of 64 GB eacg (Total 4 App Servers)
11	SAP Additional Database Storage, private cloud edition	GB	128	1	8					Additional DB Storage for Y1 only to cover the DB Size. LOB Segments to be moved to DMS Solution.
12	SAP Additional File Storage, private cloud edition	GB	128	1	24					Migration Storage.
13	SAP Log Service private edition	Tenant	1	1	1	1	1	1	1	
14	SAP Integration Suite, standard edition	Tenant	1	1	1	2	2	2	2	BTP Public Cloud Solution
15	SAP Integration Suite, additional messages	Messages	10000	1	1	20	24	28	32	Additional Messages

***Note - The System Integrator (SI) is responsible for ensuring that the migration complies with SAP Bill of Materials (BOM) standards and requirements. Any identified deviations or non-compliant SAP BOM structures must be communicated to MNGL prior to implementation or migration. Failure by the SI to report such deviations before migration may result in the recovery of any additional SAP access costs incurred by MNGL, which shall be deducted from the SI's invoices.**

54. <u>New Implementation Scope:</u>

- **<u>Implementation of Maker–Checker Concept in SAP HCM :-</u>**

Background

To strengthen data accuracy, improve transparency, and minimize the risk of unauthorized changes, it is proposed to implement a Maker–Checker approval process in SAP HCM.

Key Requirements

The following inputs are required before detailed design and development can commence:

1. Reporting Structure

- MNGL reporting hierarchy/organizational structure is required.
- This will facilitate the restructuring and configuration of the Organizational Management (OM) sub-module to support the approval hierarchy.

2. Transaction Codes, Infotypes, and User Authorization Details

A detailed requirement is required containing:

- Transaction codes where Maker–Checker needs to be implemented.
- Relevant infotypes.
- User list along with their responsibilities.
- Required roles and authorization matrix for Makers and Checkers.

The Maker–Checker process is proposed to be implemented for:

- **PA40** – Personnel Actions
- **IT0008** – Basic Pay
- **IT0009** – Bank Details

3. Workflow Route Map

- A clearly defined workflow route map is required.
- A process flowchart indicating approval levels and exception handling will help in designing the workflow accurately.

Pros & Cons

- Enhances data accuracy and quality.
- Provides transparency and auditability.
- Prevents fraudulent or unauthorized changes.
- Ensures compliance through approval controls.
- Improves accountability by segregating duties.

Cons

- Additional processing time due to approval cycles.
- Possible delays in urgent transactions.
- Complexity in workflow management and maintenance.
- Priority-based processing may become challenging.

55. Implementation of Travel Management

I. **Objectives**:

- Manage travel requests, approvals, and reimbursements.
- Workflow automation for travel orders, advance requests, and claims.
- Integration with Payroll.

ii. **Implementation of Partner Responsibilities:**

Configure travel workflows, Fiori dashboards, and payroll settlement interfaces.

56. Data Migration

All specifications that are needed to populate the current data into S/4 HANA system need to be defined. MNGL shall validate the data with SI's assistance. Major responsibility of SI for Data Migration includes the following tasks:

i. Identification & development of the data migration tools/ programs.
ii. Providing data migration templates to MNGL.
iii. Populate and migrate all the Existing SAP ECC data to S/4 HANA.
iv. Assistance in Checking data quality and Integrity.
v. Integration testing of the configured system using the populated master and transaction data.
vi. Assist MNGL team in Master Data management.
vii. Define all the specifications that are needed to populate the data into S/4 HANA system.
viii. Develop the data migration templates/ Forms/ Format and facilitate the migration of legacy and new data elements into the S/4 HANA system.
ix. The SI shall ensure data cleansing of all the data migrated to the new application & data validation before uploading the same to the production environment.

The following data need to be migrated:

- All transactional data in SAP ECC of MNGL.
- Master data such as vendors/suppliers, customers, all employees, material, work breakdown structures, equipment, work specification, cost data, etc.
- All the related and associated drawings, test results etc. as applicable.
- SI's responsibility shall be to ensure that data migration is complete in all aspects, within time so that the requirements of the

implementation are fulfilled.

- SI shall prepare and get approved a Data Migration Strategy Document

57. Technical Development Changes and its Version Control (Change Request)

- The SI shall define the version control process and obtain approval for the same from MNGL.
- The SI shall maintain version control, configuration information and system documentation.
- Any changes/customizations to the S/4 HANA and related/ integrated application performed/ identified within the handholding / stabilization period post "Final Go-Live" are not to be considered as separate Change Requests and hence are to be carried out by the SI.
- All changes during the stabilization or support & maintenance phase shall be subjected to the comprehensive & integrated testing by the SI to ensure that the changes implemented in the system meets the desired and specified requirements of MNGL and doesn't impact any other function of the system.
- For any changes to the applications, the SI shall submit a document indicating proposed changes with impact analysis.
- The SI is required to obtain approval from MNGL for all the proposed changes before implementation of the same into production environment and such documentation is subject to review at the end of each quarter of maintenance and support.
- The SI is required to keep all such documentation up to date to reflect the latest enhancements/modifications made to the application. All documentation should be prepared as per the latest industry standards and should be incorporated with the necessary version control mechanism.
- All resources in addition to attending support tickets will alsocater to change requests irrespective of its duration which will be treated as a component of support.
- Post Go-Live, any effort requiring more than 4 man-days shall be treated as a Change Request (CR). Efforts requiring up to 4 man-days shall be covered under a Support Ticket.
- For any Change Request involving more than 4 man-days of effort, the System Integrator (SI) must obtain prior approval from the Head of IT (HOD IT) of MNGL. Upon completion of the approved work, the SI may raise the corresponding invoice.

58. CONTRACT TERMINATION

A contract/s with a successful Bidder/s may be terminated by the MNGL on the grounds of valid commercial or operational requirements that were not foreseen at the time of the Request for Bid being submitted and the contract being entered into that makes the entire process commercially unviable. The MNGL, if it wishes to terminate the contract, shall be required to give 90 (thirty) days written notice of its intention to terminate the contract. Such notice must be preceded by bona fide discussion between the MNGL and the successful Bidder. In this instance the MNGL shall only remain liable for all amounts

due to the successful Bidder with respect to the period ending on the date of the cancellation and shall not be held liable for any damages or losses on the basis of such a termination of the contract.

59. AWS Commercial Benefits and Bidder Obligations:-

MNGL has designated Amazon Web Services (AWS) as the approved hyperscaler for this project. Any AWS funding, credits, incentives, rebates, or other commercial benefits applicable to the project shall be claimed upon project completion, subject to verification and confirmation by MNGL and/or the AWS Partner nominated by MNGL.

MNGL shall select the implementation partner through an open and competitive bidding process. The selected System Integrator (SI) shall be solely responsible for coordinating with AWS and securing any applicable AWS funding, credits, incentives, rebates, or other commercial benefits related to the project. The SI shall pass on the full value of such benefits to MNGL without any deduction, withholding, or set off.

By participating in the bidding process, bidders acknowledge and accept this requirement and are expected to factor the same into their commercial and technical proposals. MNGL shall not entertain any claims, queries, disputes, escalations, or legal actions arising from the SI's inability to obtain, claim, or transfer such AWS funding, credits, incentives, rebates, or commercial benefits.

The responsibility for engaging with AWS, understanding the applicable program requirements, securing the eligible benefits, and transferring the same to MNGL shall rest entirely with the selected SI. Any failure on the part of the SI to secure or pass through such benefits shall not create any financial or contractual liability on the part of MNGL.

60. Payment Milestones: - (Applicable only for Items No. 1 in the SOR- Phase I)

Phase I

Month	**Milestone Description**	**% Payment**
M1	Project kick-off & mobilization	**5%**
M3	Data Archiving & Sandbox preparation	**5%**
M5	Design sign-off for new functionalities	**10%**
M7	Unit test & QA system preparation	**10%**
M9	SIT & Mock Run 1 (Migration complete)	**20%**
M11	UAT Completion with Mock 2	**20%**
M12	Go-live	**15%**

Phase II

Month	**Milestone Description**	**% Payment**
M13	Hypercare month 1	**5%**
M14	Hypercare month 2	**5%**
M15	Hypercare month 3	**5%**

Phase III	AMC Payment (21 Months)	**End of each Quarter**

- **Change request (CR) payment shall be made within 15 days after submission of invoice.**

61.<u>Schedule of Rates: -</u>

Sr.No.	Description of services	Unit
1	SAP ECC to S4 HANA Migration	Lum Sum
	Archiving (SOFFCONT1 Table)	
	Archiving Server on Cloud (For 3 Years)	
	Sandbox on Cloud (For 1 Year)	
2	AMC for 24 Months including Hyper Scaler (3 Months)	Months
3	Change Request - Per Man Days - 200 Man-days (200) - After Go Live	Man - Days

Description	Amount
** AWS Commercial Benefits pass on Amount to MNGL	

***** It is necessary to mention the number of AWS Credit/ Commercial Benefit pass on to MNGL***

62. Prohibition of Subcontracting:-

MNGL will not prefer to have any part of this Contract to be sub-contracted.

The Bidder shall not assign, transfer, subcontract, or otherwise delegate any part of the work, obligations, or responsibilities under this Contract to any third party without the prior written approval of MNGL.

In the event MNGL discovers that the Bidder has engaged any subcontractor or has subcontracted any portion of the work without obtaining prior written approval, MNGL shall have the absolute right to terminate the Contract, either wholly or partially, with immediate effect and without any liability.

Upon such termination, MNGL shall be entitled to invoke and/or forfeit the Performance Bank Guarantee (BG) and recover any losses, damages, costs, or expenses incurred due to such breach, without prejudice to any other rights and remedies available under the Contract or applicable law.

Further, the Contractor/Bidder may be subject to suspension, holiday listing, debarment, or blacklisting from participation in MNGL tenders for a period of up to **three (3) years**, as per MNGL's prevailing policy, rules, and procedures.

63. Critical Factor for Success & Bidders Responsibilities: -

- While the overall responsibility for the Project rests with Bidder, the following factors are identified as those, which MNGL will strictly follow and perform in order that the Migration, implementations & AMC support will be successful and individual milestones as per the scope mentioned.

- The successful bidder is required to sign and furnish a Non-Disclosure Agreement (NDA) on a ₹500 stamp paper before the initiation of the project.

- MNGL agrees to have a Project Manager. The MNGL Project Manager will give final approval and sign off for all deliverables.

- The bidder shall ensure that the project scope includes not only the standard business processes but also all existing customizations implemented by MNGL in the ECC system. The migration of these customizations shall be considered an integral part of the project scope and shall not be treated as a change request during the migration, implementation phases.

- MNGL shall make available the necessary prerequisite ECC reports, and relevant data required for project execution upon request from the bidder, subject to applicable access controls and availability.

- Post Go-Live, MNGL may raise tickets for any technical requirements, including but not limited to transaction code errors, dump errors, modifications to customized reports, changes to forms, audit trail requirements, data extraction requests, and configuration changes, Role Creation, Modification with Access control etc. The System Integrator (SI) shall complete and resolve such activities in accordance with the defined Service Level Agreements (SLAs).

- The System Integrator (SI) shall ensure that all software, tools, and utilities used during the migration process are appropriately licensed and compliant with applicable licensing requirements. MNGL shall bear no responsibility or liability for any licensing-related issues, violations, costs, or claims arising from the SI's use of such software or tools.

- MNGL shall not bear any costs related to lodging, boarding, local conveyance, travel, or other incidental expenses incurred by the resources deployed by the System Integrator (SI) at the MNGL Baner office. The SI shall be solely responsible for all such expenses throughout the project implementation and support period.

- Confidentiality and Non-Disclosure

- The System Integrator (SI) shall sign a Non-Disclosure Agreement (NDA) on a ₹500 stamp paper prior to project initiation. The SI shall keep strictly confidential all business processes, customer data, technical configurations, network maps, and operational data of MNGL. Confidential Information shall not be disclosed to any third party without prior written consent from MNGL. This obligation excludes information required to be disclosed under statutory directives of the Petroleum and Natural Gas Regulatory Board (PNGRB), Ministry of Petroleum and Natural Gas (MoPNG), or a court of law

  Intellectual Property Rights

  All existing intellectual property, source codes, customizations, data, configurations, and documentations created or modified during the execution of this contract—including custom Fiori applications, BTP integrations, CDS views, and ABAP developments—shall remain the exclusive property of MNGL. The SI shall retain ownership of its pre-existing proprietary tools, subject to granting MNGL a perpetual, non-exclusive, royalty-free license to use such tools for its internal operations

Indemnity

The System Integrator shall defend, indemnify, and hold harmless MNGL, its officers, directors, and employees against any third-party claims, losses, damages, penalties, or legal expenses arising out of:

1. Any breach of statutory guidelines, CERT-In/MeitY security standards, or licensing non-compliance of software/tools used by the SI.
2. Unauthorized subcontracting or assignment of work.
3. Gross negligence, willful misconduct, or security breaches resulting in data loss during data migration, archiving, or cloud operations

Governing Law & Jurisdiction

This Contract, its interpretation, and all rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Republic of India. Subject to the Dispute Resolution clause, the courts at Pune, Maharashtra, India shall have exclusive jurisdiction over all matters arising out of or in connection with this Contract

Dispute Resolution & Arbitration

Any dispute, controversy, or claim arising out of or in connection with this Contract, including its existence, validity, or termination, shall first be resolved through good-faith negotiations between the Project Director of the SI and the Program HoD / Project Manager of MNGL. If unresolved within thirty (30) days, the dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 by Sole Arbitrator mutually appointed. The seat and venue of arbitration shall be Pune, Maharashtra, and all proceedings shall be conducted in the English language

Prohibition of Subcontracting

The Bidder shall not assign, transfer, subcontract, or otherwise delegate any part of the work, obligations, or responsibilities under this Contract to any third party without the prior written approval of MNGL. Any unauthorized subcontracting gives MNGL the absolute right to terminate the contract immediately, forfeit the Performance Bank Guarantee, and initiate debarment/blacklisting for up to three (3) years.

4.0 Price Reduction Schedule (PRS)

4.1 In case Service provider fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19 hereinafter or due to MNGL's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.

4.2 MNGL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Service provider from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Service provider and MNGL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which MNGL would have suffered on account of delay/ breach on the part of Service provider and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of MNGL in the matter of applicability of price reduction shall be final and binding.

PART D
7. SCHEDULE OF RATES (SOR) – INSTRUCTIONS

SCHEDULE OF RATES (SOR) – INSTRUCTIONS

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

Note:

a. ***Bidder is cautioned that rates are to be quoted in financial bid only i.e., in SOR excel sheet and to be uploaded on above mentioned portal, revealing the rates elsewhere i.e., other than financial bid will result in rejection of the bid.***

b. **Evaluation shall be done on overall least cost basis to the MNGL & order will be placed on the lowest bidder(s) only.**

c. **Quoted unit rates shall be inclusive of all other charges except GST.**

d. **Allowed decimal points in unit rate shall be up to 2 (two) decimal points. Unit rate quoted in negative shall lead to rejection of the bid.**

e. **Taxes & Duties if any shall be indicated clearly in your quotation and total amount should be inclusive of all taxes etc.**

f. ***"Prices quoted shall be inclusive of all taxes / duties and nothing extra shall be payable by the owner except for statutory variation in Goods & service tax rate during the contractual period. Bidder shall note that any error in estimating these taxes & Duties (GST) will be to Bidder's Account".***

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(Stamp & Signature of Bidder)