MNGL (INDIA) LIMITED

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

Bid document for

Tender for appointment of Consultancy for submission of detailed report to PNGRB as per Sub-Regulation 5(5) of PNGRB (Determining capacity of City or Local Natural Gas Distribution Network) Regulation,2015.

OPEN DOMESTIC COMPETITIVE BIDDING
(THROUGH E-TENDERING MODE)

Bid Document No.: **MNGL/CP/2026-27/142** **Dt: 06.11.2026**

CONTENTS

VOLUME I OF II

PART – A
1. INVITATION FOR BIDS
2. ACKNOWLEDGEMENT CUM CONSENT LETTER
3. SUBMISSION OF BID

PART – B
1. INSTRUCTION TO BIDDERS
2. ANNEXURES TO INSTRUCTIONS TO BIDDERS

PART – C
1. GENERAL CONDITIONS OF CONTRACT (WORKS)
2. ANNEXURES TO GENERAL CONDITIONS TO CONTRACT

PART - A

1.0 INVITATION FOR BIDS (IFB)

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MNGL India Limited	**Tender for appointment of Consultancy for submission of detailed report to PNGRB as per Sub-Regulation 5(5) of PNGRB (Determining capacity of City or Local Natural Gas Distribution Network) Regulation,2015** **Bid No.: MNGL/CP/2026-27/142**

SECTION-I
INVITATION FOR BIDS (IFB)

BID DOCUMENT NO.: MNGL/CP/2025-26/142 **Date: 06.11.2026**

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

1.0 TENDER INFORMATION

Tender document number	**MNGL/CP/2025-26/142 dated 06.11.2026**
ITEM(S)	**Tender for appointment of Consultancy for submission of detailed report to PNGRB as per Sub-Regulation 5(5) of PNGRB (Determining capacity of City or Local Natural Gas Distribution Network) Regulation,2015**
TYPE OF BID	Open Domestic Competitive Bidding
TIME SCHEDULE	As per Scope of Work of Vol II of II of tender document
EARNEST MONEY/ BIDSECURITY	**Rs.7000/- (Rupees Seven Thousand) 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	NA
Bid submission due date and time	**20.11.2026 till 15:00 Hrs. IST**
Bid Submission at	https://etenders.gov.in
Techno-commercial bid opening date and time	**23.11.2026 at 10:00 Hrs. IST**
Price bid opening date and time	Date and time shall be intimated later

MNGL India Limited	**Tender for appointment of Consultancy for submission of detailed report to PNGRB as per Sub-Regulation 5(5) of PNGRB (Determining capacity of City or Local Natural Gas Distribution Network) Regulation,2015** **Bid No.: MNGL/CP/2026-27/142**

Address for submission of EMD/Bid Security and venue for pre-bid meeting and opening of bids	Manager C&P Dept, MNGL (India) Limited, Pride Purple Coronet, 2nd Floor, Baner Road, Baner, Pune – 411045
Contact details	Telephone: +91 (20) 25611000/1157 Email: gasaid@mngl.in neeraj@mngl.in **Mob- 9765898028**
BIDDER ELIGIBILITY CRITERIA & BID EVALUATION CRITERIA	As per Annexure – I to IFB

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

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

2.0 BIDDING PROCEDURE

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

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

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

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

3.0 DOWNLOADING OF TENDER DOCUMENT

The tender document is available for downloading from CPPP's e-tendering website **https://etenders.gov.in/eprocure/app** or from e-tender link given on official MNGL website www.mngl.in for viewing / participation of the eligible bidders. Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for

submission by the bid due date and time. Bidder shall give an undertaking on his letter-head that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

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

4.0 PRE-BID MEETING:

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

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

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

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

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

Advisories for the bidders attending the pre-bid meeting:

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

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

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

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

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

5.0 OTHERS:

5.1 Bid Document is non-transferable.

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

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

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

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

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

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 MNGL (India) Limited, Pune

Neeraj Bohra
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.

ANNEXURE-I to IFB

BIDDER'S ELIGIBILITY CRITERIA

1.0 BRIEF PROJECT DETAILS

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

2.0 SCOPE OF WORK

This tender deals with carrying out Pipeline Network Analysis /Capacity Determination to submit the detailed report to PNGRB.

3.0 BIDDER'S ELIGIBILITY CRITERIA:

3.1 TECHNICAL:

The Bidder should have successfully executed / completed during last 5 years in single contract, to be reckoned from the final due date of submission of bid, at least one job involving submission of Capacity Determination report to PNGRB as per Schedule A and Annexure - 1 of sub-regulation 5(5) (vi) of PNGRB (Determining Capacity of City or Local Natural Gas Distribution Network) Regulations, 2015, for City Gas Distribution entity in India.

Bidders must submit documentary evidence like work order / letter of award and its completion certificate issued by client's consultant in support to fulfil the criteria mentioned above. In absence of requisite documents, MNGL reserves the right to reject the bid without making any reference to the bidder.

3.2 EVALUATION AND AWARD OF WORK:

Evaluation shall be done as per complete SOR (i.e. on total evaluated price including all taxes and duties) and order shall be placed on L-1 bidder.

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In case of tie for L1 bidder, the order shall be placed on the bidder having highest turnover during the preceding 3 Financial Years i.e. 2023-24, 2024-25 & 2025-26

Annexure- II to IFB
FORMAT-A

ANNUAL TURNOVER

Applicant's Legal Name:

Date:
Tender No.:

Page …… of …….

Each bidder must fill in this form (Single Entity)

Annual Turnover data for the last 3 audited financial years.

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

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

Signature of Bidder

(*) To filled by Owner

Annexure- III to IFB
FORMAT-B

FINANCIAL SITUATION

Applicant's Legal Name:

Date:
Tender No.:
Page …… of …….

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

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

1. Attached are copies of the audited balance sheets, including all related notes, and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.

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

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

2.0 ACKNOWLEDGEMENT CUM CONSENT LETTER

ACKNOWLEDGEMENT CUM CONSENT LETTER

To,
M/s MNGL (India) Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045
Ph.No. : 91-20-25611000
E-mail : manan.gupta@mngl.in

Kind Attn: Manager (C&P)

Sub:

Dear Sir,

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

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

I) POSTAL ADDRESS : _____
_____
_____

II) TELEPHONE NO. : _____

III) TELEFAX NO. : _____

IV) E-MAIL : _____

V) CONTACT PERSON : _____

b) Contact Person at Pune, if any: -

I) POSTAL ADDRESS : _____
_____
_____

II) TELEPHONE NO. : _____

III) TELEFAX NO. : _____

IV) E-MAIL : _____

V) CONTACT PERSON : _____

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

Reasons for non-submission of Bid:

_____

_____

_____

COMPANY'S NAME : _____

SIGNATURE : _____

NAME : _____

DESIGNATION : _____

DATE : _____

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

_____

(SIGNATURE OF BIDDER)

3.0 SUBMISSION OF BID

MNGL India Limited	**Tender for appointment of Consultancy for submission of detailed report to PNGRB as per Sub-Regulation 5(5) of PNGRB (Determining capacity of City or Local Natural Gas Distribution Network) Regulation,2015** **Bid No.: MNGL/CP/2026-27/142**

SUBMISSION OF BID

From:

M/s

To:
M/s MNGL (India) Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune – 411045

1. I/We hereby tender for execution of the WORKS of **Tender for appointment of Consultancy for submission of detailed report to PNGRB as per Sub - Regulation 5(2) of PNGRB (Determining capacity of City or Local Natural Gas Distribution Network) Regulation,2015** as per TENDER DOCUMENT within the Time Schedule of completion of work for jobs, as separately signed and accepted by me/us, at the Schedule of Rates quoted by me/us for the whole work in accordance with Notice/Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates of Completion of Job, and other documents and papers, all as detailed in the Tender documents.

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

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

MEMORANDUM

(a) General Description of Work _____
_____
_____

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

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

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

(c) Contract Performance Bank Guarantee (CPBG) **10%** of the annualized CONTRACT amount 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 MNGL (India) 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 the Income- Tax Clearance Certificates.

Dated the _____day of _____2026

Witness:

Name in Block Letters:

Address:

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

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

PART – B

1.0 INSTRUCTION TO BIDDERS (ITB)

TABLE OF CONTENTS

INSTRUCTION FOR ONLINE BID SUBMISSION

A. General
1. Scope of Bid
2. Eligible Bidders
3. Bid Evaluation Criteria
4. Bids from Consortium – **Not Applicable**
5. One Bid per Bidder
6. Cost of Bidding
7. Site Visit

B. Bidding Documents
8. Content of Bidding Documents
9. Clarification of Bidding Documents
10. Amendment of Bidding Documents

C. Preparation of Bids
11. Language of Bid
12. Documents Comprising the Bid
13. Bid Prices
14. Bid Currencies
15. Bid Validity
16. Bid Security
17. Pre-Bid Meeting
18. Format and Signing of Bid
19. Zero Deviation
20. Mode of Payment
21. Agent/ Consultant/ Representative/ Retainer/ Associate

D. Submission of Bids
22. Deadline for Submission of Bids
23. Late Bids
24. Modification and Withdrawal of Bids

E. Bid Opening and Evaluation
25. Bid Opening
26. Process to be Confidential
27. Contacting the Employer
28. Examination of bids and Determination of Responsiveness
29. Opening of Price Bids
30. Correction of Errors
31. Conversion to Single Currency for Comparison of Bids
32. Evaluation and Comparison of Bids
33. Preference for Domestic bidders
34. Purchase Preference

35. Compensation of Extended Stay – **Not Applicable**

F. Award of Contract

36. Award
37. Employer's Right to accept any bid and to reject any or all Bids
38. Notification of Award
39. Signing of Agreement
40. Contract Performance Security
41. Corrupt or Fraudulent Practices

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 II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.

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

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

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

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced 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 upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay.

(ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BG/others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

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

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

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

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

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

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

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

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

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

(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 Bidders

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

2.2 This invitation for bid is open to any bidder.

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/ Consultant 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 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 Evaluation Criteria:-**

3.1 Technical

3.1.1 Experience Criteria - As per Annexure – I of IFB.

3.1.2 Equipment Deployment Criteria

The bidder shall meet the requirement regarding deployment and ownership of minimum critical construction equipment as specified in SCC Technical of the bidding document.

3.2 Financial - As per Annexure – I of IFB

3.3 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 / Consultant for the contract.

3.4 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 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.

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 fromprocess 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 should be read in conjunction with any addenda issued in accordance with ITB Clause 10.
Volume I of II
Volume II of II

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(s) of the Bidding Documents may notify MNGL in writing or by fax or e-mail at MNGL's mailing address indicated in the Invitation for Bids not later than 7 days prior to the deadline. MNGL may, if deem appropriate, respond in writing to the request for clarification. Written copies of MNGL's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the

Employer, seven days prior to the bid due date, the same is liable to be considered as no clarification/information required.

[In pre-bid meeting conference, all questions/ queries should be referred to MNGL on or before scheduled date of pre-bid conference. The question/ queries received by MNGL prior to pre-bid conference will be addressed in the pre-bid conference & no separate communication will be sent to bidders]

10. **Amendment of Bidding Documents**

10.1 At any time prior to the bid due date, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document, by issuing corrigendum.

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 MNGL's

official website before bid due date. All the prospective bidders who have attended the Pre-Bid meeting till date 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 the following components:

12.2 Envelope -1: Super scribing Techno-Commercial Un-priced Bids (PART-A)

12.2.1 *Technical cover:*

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

i) Covering Letter as per format "Submission of Tender" / "Submission of Bid" enclosed with Part- A of Vol-I of II.
ii) Bidder's general/ details information as per format F-1.
iii) Power of Attorney in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
iv) Specific experience, annual turnover and equipment deployment details as calledfor in qualifying requirements.
v) A Bid Form as per format F-2.
vi) Copies of documents as required in list of enclosure.
vii) Documents establishing the eligibility and conformity to the Bid Documents of all Goods and services, which the bidder proposes to supply under the award. Such

document may be, literature, drawing or data and shall also include (a) the detailed description of the Good's essential technical and performance characteristics; (b) a clause by clause commentary on Employer's technical specification and demonstrating supplies substantial responsiveness to the specifications.
ix) Copy of Bid security in accordance with IFB & Clause 16 of ITB to be furnished either in the form of Cashier's / Banker's cheque / Bank Draft payable to MNGL at Pune/ Bank Guarantee as per format F-4.
x) Letter of authority in favour of any one or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.
xi) Confirmation of no deviation as per Format F-6.
xii) NA

xiii) Indian Bidders are required to submit Employees Provident Fund registration certificate, ESIC registration certificate, Professional Tax Registration certificate, Labour welfare registration under Maharashtra Labour Welfare Fund Act and Shop Act Registration certificate.

xiv) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.

xv) Any other information/details required as per bid document.

12.2.2 *Financial cover:*

Price bid SOR as per prescribed format on the e-tender portal.

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

12.4 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.

12.5 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.

12.6 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.

12.7 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 impairthe Bidder's chances of success.

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

13. Bid Prices

13.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Document, based on the unit rates and prices submitted by the Bidder and accepted by the EMPLOYER.

13.2 Prices 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.

13.3 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the SOR.

13.4 All duties and taxes including applicable Custom duty, Works Contract tax and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates and prices and the total bid price submitted by the bidder.

13.5 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account except statutory variations in Goods & Service Tax as mentioned below.

Statutory variations in Goods & Service Tax on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to MNGL. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to MNGL.

13.6 The Bidder shall quote the prices both in figures as well as in words. There should not be any discrepancies between the price indicated in figures and the price indicated in words. In case of any discrepancy, the price indicated in words shall prevail over the price indicated in figure.

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 in the name of Director (Commercial), MNGL, Pune

14. **Bid Currencies – VOID**

15. **Bid Validity**

15.1 Bids shall be kept valid for 4 (four) month 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 Pursuant to Clause-5A, 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 The bid security in Indian Rupees for bidders quoting in Indian currency shall be in the form of a Bank Draft/ Banker's Cheque/ Bank Guarantee.

MNGL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

In case Bid Security is in the form of a Bank Guarantee or irrevocable Letter of Credit, the same 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 in case of Indian bidder and from any reputed International bank or Indian scheduled bank in case of foreign bidder. Bid Security shall be valid for 2 months beyond the validity of the Bid.

16.4 Any bid not secured in accordance with Clause-16.1 and 16.3 may be rejected by MNGL as non-responsive.

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 MNGL (India) 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 – As per Clause VI of IFB**

17.1 The bidder(s) or his designated representative, who have purchased bid document, are invited to attend a pre-bid meeting which will take place as indicated in IFB

17.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay (without identifying the sources of the question) to all purchasers of the bidding documents. Any modification of the bidding documents listed in ITB Sub-Clause 8.1 that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

17.4 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

18. **Format and Signing of Bid**

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

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

19. **Zero Deviation**

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

i) Do not meet BEC Criteria
ii) Bid Security
iii) Performance Security (Contract Performance Bank Guarantee), 10% of 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**

MNGL has initiated payments to suppliers and Contractors electronically and to facilitate the payments electronically, the bidder should submit his account details in enclosed format (F-17) to facilitate payments through e-Banking/ RTGS/NEFT mode.

21. **Agent/ consultant/ Representative/ Retainer/ Associate - VOID**

D. SUBMISSION OF BIDS

22.0 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/ UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE**

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. Unsolicited bid or bids being submitted in physical form or to address to other than one specifically stipulated in the bid document will not be considered for opening / evaluation /award and will be returned to such bidders.

24. **Late Bids**

24.1 Any bid received by MNGL after the deadline for submission of bids prescribed on main body of IFB will be rejected and returned unopened to the bidder. However MNGL reserve the right to consider late bid under special conditions.

25. **Modification and Withdrawal of Bids**

25.0 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 duedate & time however, no modifications whatsoever are allowed in the bid.

25.1 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

26. **Bid Opening**

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

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

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

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

27. **Process to be Confidential**

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

28. **Contacting the Employer**

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

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

29. **Examination of bids and Determination of Responsiveness**

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

a) meets the Bid Evaluation Criteria;
b) has been properly signed;
c) is accompanied by the required securities;
d) is substantially responsive to the requirements of the bidding documents; and
e) provides any clarification and/ or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 29.2.

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

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

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

OPENING OF PRICE BID

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.

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. **Conversion to Single Currency for Comparison of Bids - NOT APPLICABLE**

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 - VOID**

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/ Fax of Intent / Service Order will constitute the formation of the Contract.

38.2 Delivery/ completion period shall be counted from the date of notification of award / Fax of Intent / 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 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', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

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

a. An entity incorporated, established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such a country; or

c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

V. "Beneficial owner" for the purpose of above (IV) 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 shareholder's 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. The Successful bidder shall not be allowed to subcontract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VIII SUBMISSION OF CERTIFICATE IN BIDS: Bidder shall submit a certificate in this regard as Format F-18. 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.

IX. 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

2.0 ANNEXURE TO INSTRUCTIONS TO BIDDERS (ITB)

MNGL India Limited	**Tender for appointment of Consultancy for submission of detailed report to PNGRB as per Sub-Regulation 5(5) of PNGRB (Determining capacity of City or Local Natural Gas Distribution Network) Regulation,2015** **Bid No.: MNGL/CP/2026-27/142**

CONTENTS

Sl. No.	Description		
1)	Annexure-I	:	Bid Evaluation Criteria
2)	Annexure-II	:	List of Formats
3)	Annexure-III	:	Commercial Questionnaire
4)	Annexure-IV	:	Check List

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

EVALUATION / COMPARISON OF BIDS

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 at Vol. II of II, 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 considered 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.

LIST OF FORMATS

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

CONTENT

Sl. No.			Description
1)	F-1	:	Bidder's General Information
2)	F-2	:	Bid Form
3)	F-3	:	List of Enclosures
4)	F-3A	:	Financial Detail
5)	F-4	:	Proforma for Bank Guarantee for EMD/ Bid Security Instruction for Furnishing Bid Guarantee/ Bank Guarantee
6)	F-5	:	Letter of Authority
7)	F-6	:	No Deviation Confirmation
8)	F-7	:	Certificate
9)	F-8	:	Details of Similar Work done during past five years
10)	F-9	:	Present commitments of the Bidder
11)	F-10	:	Proforma of Bank Guarantee for Contract Performance Security

F-1
BIDDER'S GENERAL INFORMATION

To
M/s MNGL (India) Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

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

_____
(SIGNATURE OF BIDDER WITH SEAL)

F-2
BID FORM

To
M/s MNGL (India) Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

Dear Sir,

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

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

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

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

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

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

SEAL AND SIGNATURE
DATE: _____

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)
WITNESS NAME:

ADDRESS:

F-3
LIST OF ENCLOSURES

To,
MNGL (India) Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.

2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-3A.

3. Organization chart of the bidder and the structure assigned for execution of the work under this bid.

4. Methodology of execution of work.

5. Execution schedule with interlinking of various activities.

6. Copy of Bidding Documents along with addendum/ corrigendum no. duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.

_____
(**SEAL AND SIGNATURE OF BIDDER**)

F-3A
FINANCIAL DETAIL

EACH BIDDER MUST FILL IN THIS FORM

a) Annual Turnover data for the last 3 years.

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

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

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

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

1. Net Worth = Reserves + Capitals – Accumulated Loss

_____
(**SEAL AND SIGNATURE OF BIDDER**)

(*) To be filled by Employer

F-4

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
MNGL (India) 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 MNGL (India) 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 _____2021__at_____.

WITNESS:

(SIGNATURE) (SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(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.

F-5
LETTER OF AUTHORITY
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT NEGOTIATIONS/CONFERENCES

No.: Date:

To,
MNGL (India) Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

Dear Sir,

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

1) Name & Designation _____ Signature _____

2) Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

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

F-6
NO DEVIATION CONFIRMATION

(Tender/ Bid Document No. _____)

EXCEPTION AND DEVIATION STATEMENT

NAME OF WORK:

BID DOCUMENT NO.:

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

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

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____
& SEAL

F-7
CERTIFICATE

To,
MNGL (India) Limited,
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

Dear Sir,

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

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

_____

(**SEAL AND SIGNATURE OF BIDDER**)

F-8

DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS

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

Note: Please refer Proforma at Section – III of Vol. II of II

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.

_____

(**SEAL AND 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: Please refer Proforma at Section – III of Vol. II of II

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

_____

(**SEAL AND SIGNATURE OF BIDDER**)

F-10

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

TO:
M/s MNGL (India) Limited
Pride Purple Coronet, 2nd Floor,
Baner Road, Baner,
Pune - 411045

Dear Sir,

M/s_____ have been awarded the work of _____ for MNGL (India) 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 MNGL (India) 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 MNGL (India) 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.

FORMAT FOR TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,
M/s MNGL (India) Limited
Pride Purple Coronet, 2nd Floor,
Baner Raod, Baner,
Pune – 411045

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -
_____

Dear Sir / Madam,

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

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

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

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

5. I / We do hereby declare that our Firm is not put on Black / holiday list by MNGL/MoP&NG/Oil Public Sector Enterprise(s).

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

Yours Faithfully
(Signature of the Bidder, with Official Seal)

COMMERCIAL QUESTIONNAIRE

{Annexure – III to Instruction to Bidder (ITB)}

MNGL India Limited	**Tender for appointment of Consultancy for submission of detailed report to PNGRB as per Sub-Regulation 5(5) of PNGRB (Determining capacity of City or Local Natural Gas Distribution Network) Regulation,2015** **Bid No.: MNGL/CP/2026-27/142**

COMMERCIAL QUESTIONNAIRE

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 else where in the Bid.

Sl. No.	MNGL's Query	Bidder's Reply/ Confirmation
1.	Confirm that your Bid is valid for 4(four) month 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' as mentioned in Bidding Document.	
8.	Confirm your compliance to critical stipulations of tender document as mentioned below	
i	Defect Liability Period clause no. 80.0 of GCC	
ii	Contract Performance Security – clause no. 24.0 of GCC	
iii	Schedule of Rates – clause no. 87.0 of GCC	
iv	Arbitration – clause no. 107.0 of GCC	
v	Termination – Clause nos. 32.0 A & B of GCC	

vi	Terms of Payment – as per tender document	

Sl. No.	MNGL's Query	Bidder's Reply/ Confirmation
vii	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**)

CHECK LIST

{Annexure – IV to Instruction to Bidder (ITB)}

MNGL India Limited	**Tender for appointment of Consultancy for submission of detailed report to PNGRB as per Sub-Regulation 5(5) of PNGRB (Determining capacity of City or Local Natural Gas Distribution Network) Regulation,2015** **Bid No.: MNGL/CP/2026-27/142**

CHECK LIST FOR SUBMISSION OF BID

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

(A) **EMD/ BG DETAILS ETC.**

(A.1) Letter of Submission (i.e. F-2: Bid Form) Submitted ☐

(A.2) EMD/ BID GUARANTEE/ BID SECURITY

Bidder to confirm that EMD/ Bid Guarantee/ Bid Security has Been submitted by them as per Tender Proforma (i.e. F4) Submitted ☐

(1) By Bank Guarantee
BG No. _____ dt. _____ from
Bank _____ Branch _____
For Rs. _____
Valid Till _____

OR

(2) By Demand Draft
DD No. _____ dt. _____
Drawn on _____
For Rs. _____
Original shall be submitted in original copy and its zerox copy in other copies.

(A.3) CHECK LIST
This check list duly filled in Submitted ☐

(B) **CONFIRMATION OF VARIOUS FORMATS**

(B.1) Past Similar work done during five years as per Format: F-8

Submitted ☐

(B.2) Present Commitments as per Format: F-9

Submitted ☐

(B.3) Financial Details as per Format: F-3A

Submitted ☐

(B.4) Audited Balance Sheet including profit and loss account statement for the last three years

Submitted ☐

Submitted for the years:
1) _____
2) _____
3) _____

(B.5) PF Registration Certificate Submitted ☐ PF Registration No. _____

(B.6) Goods & Service Tax Registration Certificate

Submitted ☐ GST Registration No. _____

(B.7) Power of Attorney in favour of the person who has signed the bid on stamp paper of appropriate value

Submitted ☐

(B.8) Partnership Deed in case of partnership firm and Article of Association in case of limited company

Submitted ☐

(B.9) Deployment List of Supervisory personnel:

Submitted ☐

(B.10) A copy of SOR (without prices) duly signed, & stamped as per SOR Format

Submitted ☐

(C) **DEVIATION (IF ANY)**

(C.1) Deviation (if any) as per Format - F-6 : ☐

Submitted

(D) **REGARDING TECHNICAL DETAILS**

(D.1) Technical Details/ Documents specified in Technical Part

Submitted ☐ Not Applicable ☐

_____

(STAMP & SIGNATURE OF BIDDER)

PART-C

GENERAL CONDITIONS OF CONTRACT (GCC-WORKS)

General Conditions of Contract

Section- I. Definitions

1. DEFINITIONS OF TERMS:

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

1) The OWNER/COMPANY/PRINCIPAL EMPLOYER/MNGL mean MNGL (INDIA) LIMITED having its Registered & Corporate office at Pride Purple Coronet and includes its successors and assigns.

2) The “CONTRACTOR" means the person or the persons, firm or company or Corporation whose tender has been accepted by the OWNER and includes the CONTRACTOR'S legal Representatives his successors and permitted assigns.

3) The "Officer-in-charge / Engineer-in-charge" shall mean the person/ persons designated from time to time by the MNGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

4) The "WORK" shall mean and include all items and things to be supplied/done and services activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.

5) "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

6) The “SUBCONTRACTOR- means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the Officer-in-charge, and the legal representatives, successors and permitted assigns of such person, firm or company.

7) The “CONTRACT” shall mean the Agreement between the OWNER and the CONTRACTOR for the execution of the works including therein all contract documents.

8) The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the OWNER.

9) The "ALTERATION ORDER" means an order given in writing by the Officer-in-charge to effect additions to or deletions from and alteration in the works.

10) The “APPOINTING AUTHORITY” for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the OWNER.

11) “NOTICE IN WRITING OR WRITTEN NOTICE” shall mean a notice in written, typed or printed characters sent (unless delivered personally) or otherwise proved to have been received by the addressee by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.

12) “APPROVED” shall mean approved in writing including subsequent written confirmation of previous verbal approval and “APPROVAL” means approval in writing including as aforesaid.

13) “FAX/LETTER OF INTENT/SERVICE ORDER” shall mean an intimation by a FAX/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.

14) “DAY” means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

15) “WORKING DAY” means any day which is not declared to be holiday or rest day by the OWNER.

16) “WEEK” means a period of any consecutive seven days.

17) “VALUE OF CONTRACT” shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work.

2. The contractor hereby confirms that he has already inspected the work site has clearly assessed the nature and extent of work and the conditions under which it will be carried out.

3. Contractor hereby agrees to provide services and necessary supervision to carry out the work set down in the Schedule of works which forms part of this contract in accordance with the conditions of contract laid down in this part of the contract read in conjunction with specific instructions given in part of this contract by utilizing the materials / services if any, agreed to be given by the Company and listed in Annexure. The contractor has to provide necessary services to carry out the work. The work executed shall be to the satisfaction of MNGL, and contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary and for its completion in an efficient and workman like manner.

4. The rates agreed herein shall remain firm till the expiry of the contract and extended period. The contractor shall not be entitled to any increase or revision (except Statutory) or any other right or claim whatsoever by way of representation, explanation or statement or elect to have been given away by any employee representation or any undertaking or promise given or elect to have been given by any employee of the company or due to contractor's own ignorance or on account of any difficulties or hardship faced by him. His rates are all inclusive. However, GST as imposed by State / Central Govt. if applicable, shall be payable by MNGL at actual subject to submission of GST regn. No.

4.1 Statutory variations

Tenderer should quote prices inclusive of Goods & service tax applicable on finished product. Any statutory variations on all taxes & duties, Goods & service tax to be included on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to MNGL. However, any increase in the rate of these taxes and duties (Goods & Service Tax) beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to MNGL.

5. All persons deployed by the contractor shall be on his pay roll and should pay wages, PF contribution and Bonus as prescribed by Govt. and the company have no liability whatsoever in this regard. The persons deployed by the contractor shall remain under his control, supervision & discipline. The CONTRACTOR shall have the power to transfer, re-deploy and terminate their services. The CONTRACTOR shall regularly make full payment of wages and salaries not less than the minimum wages, as applicable to the persons engaged by him as required by him under the law.

6. No part of the contract nor any share of interest therein shall in any manner or degree be transferred / assigned or sublet by the contractor directly or indirectly to any persons, firm or corporation whatsoever.

7. The Contractor shall be responsible for providing proper services and exercise control over persons deployed by him. He shall also be bound to prohibit and present his employee from taking any direct and indirect interest and/or support, assist, maintain, or help from any person or persons engaged in any anti-social activities demonstrations riots or agitation, which may in any way be detrimental or prejudicial to the inter- land / properties in the neighborhood. In the event of any such actions by his persons or persons, contractor shall be fully and exclusively responsible therefore and shall keep the company harmless and indemnified from any consequential claims, actions, suits, proceedings, losses, or damages on any ground whatsoever.

8. All persons of the contractor entering on work premises shall be properly and neatly dressed and wear badges/ Identity cards while working on premises of the company including work site. The contractor shall provide safety shoes, uniform as desired by MNGL.

9. In case of the company considers presence of any of the persons of the contractor undesirable for whatever reasons including integrity, conduct, competence, 24 hours notice in writing will be given by company to the contractor on receipt of the said notice, such a person will not be reemployed without express and written authorization of MNGL.

10. Any failure on part of the COMPANY at any time to enforce the strict observance of the performance of any of the terms and conditions of this CONTRACT or non-exercise of any right mentioned in the contract shall not constitute a waivers of such terms, conditions or rights and shall not affect or deprive the COMPANY to exercise the same at any later date.

11. CONTRACTOR shall from time to time during the progress of the service issue such further instructions as shall be necessary for the purpose of proper and adequate execution of the services.

12. The contractor shall remove or replace any workman whom the company considers incompetent or unsuitable.

13. MNGL reserves the right to alter the scope of work in quantum as per the urgency of work. The contractor shall accordingly provide services as may be required by contract coordinator on giving a notice of two days

14. CONTRACTOR shall exclusively be liable for non-compliance of the provisions of any acts, laws rules and regulations having execution, bearing over engagement of workers directly or indirectly for execution of work and the CONTRACTOR hereby undertakes to indemnify MNGL (India) Limited against all actions, suits, proceedings, claims, losses, damages etc. which may be arise under Minimum Wages Act, Industrial Dispute Act, Family pension and Deposit Linked Insurance

scheme or any other Act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged by the CONTRACTOR under this CONTRACT.

15. Company shall not be liable for or in respect of any damages or compensation for any injuries or for any occupational diseases to any persons engaged by the CONTRACTOR and the CONTRACTOR shall keep the company indemnified thereof.

16. The contractor shall be liable for making good all damages / losses arising out of theft, breakage, pilferage of any office furniture, equipment, fittings and fixtures whatsoever it may be caused directly or indirectly.

17. The CONTRACTOR/ his employees/ agents/ representatives shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this CONTRACT or descriptions of the site dimensions, quantity, quality or other information, concerning the work unless prior written permission has been obtained from the OWNER.

18. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER: -

The right to accept the tender will rest with the OWNER. The OWNER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. The whole work may be split up between more than one CONTRACTORS or accept in part (not entirely) if considered expedient. Quoted rates should hold good for such eventualities.

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

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

19. TENDERER'S RESPONSIBILITY: -

The intending tenderers shall be deemed to have visited the SITE and familiarized themselves thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS.

20. SIGNING OF THE CONTRACT:-

The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with Tender Document within 15 days of the receipt by him of the LETTER OF INTENT OR SERVICE ORDER whichever is earlier.

21. NOTE TO SCHEDULE OF RATES:-

The Schedule of Rates should be read in conjunction with all the other sections of the tender.

The tenderer shall be deemed to have studied the details of WORK to be done within TIME SCHEDULE and to have acquainted himself of the conditions prevailing at site.

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

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

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

22. POLICY FOR TENDERS UNDER CONSIDERATION: -

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

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

23. <u>CONTRACTOR TO INDEMNIFY THE MNGL:</u>

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

24. Following documents form the part of this contract.

a. Instructions to bidders,
b. Bid qualification criteria,
c. General conditions of contract.
d. Special conditions of contract and
e. Schedule of work / rates.

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

25. FORCE MAJURE:

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

26. LABOUR LAWS:

a) No labor below the age of 18 (eighteen) years shall be employed on the WORK.

b) The CONTRACTOR shall not pay less than what is provided under law to laborer's engaged by him on the WORK.

c) The CONTRACTOR shall at his expense comply with all labour laws and keep the PRINCIPAL EMPLOYER indemnified in respect thereof.

d) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.

e) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.

f) The CONTRACTOR shall employ labour in sufficient numbers either to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the Officer-in-charge.

g) The CONTRACTOR shall furnish to the Officer-in-charge the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the Officer-in-charge a true statement showing in respect of the second half of the proceeding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.

h) The CONTRACTOR shall comply with the provisions of the payment of wages Act 1986, Minimum Wages Act 1948, Employers liability Act 1935, workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.

i) The Officer-in-charge shall on a report having been made by an Inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a Worker or Workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

j) The CONTRACTOR shall indemnify the OWNER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUBCONTRACTOR. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to

time, of furnishing any information or submitting or filling and Form/Register/Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the OWNER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Officer-in-charge and in the event of the CONTRACTOR'S default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORKS put to tender. The Officer-in-charge shall deduct such amount from bills or Security Deposit of the CONTRACTOR and credit the same to the Welfare Fund constituted under these acts. The decision of the Officer-in-charge in this respect shall be final and binding.

27. ARBITRATION:

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

28. EARNEST MONEY DEPOSIT / BID SECURITY

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

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

The Earnest Money deposited by successful tenderer will be retained towards the security deposit for the fulfillment of the CONTRACT, but shall be forfeited if the tenderer fails to deposit the requisite Security deposit as per clause 29 of General Terms of contract hereof and /or fails to start work within a period of 15 days or fails to execute the AGREEMENT (As per Appendix - proforma of Agreement) within 10 days of the receipt by him of the Notification of Acceptance of Tender.

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

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

29. **Performance Bank Guarantee / Security Deposit**: The contractor shall submit Bank Guarantee in our prescribed format, for a value of **10% of total Contract** value, in favour of MNGL, valid for a period of 27 months as security deposit, from Nationalized / Scheduled bank except Co-operative bank within 15 days from the date of issue of this Service Order. The Security Deposit will not bear any interest. Any amount due to MNGL, as per contractual terms & conditions shall be deducted from Security Deposit. In case Security Deposit is not sufficient to recover the outstanding amount, then MNGL reserves the right to recover the same from any other means available to MNGL.

In case of failure to submit the Security Deposit within the stipulated time, the LOI (Letter of Intent) / Service Order issued may be withdrawn & EMD submitted against the tender may be forfeited.

30. **RIGHT OF THE OWNER TO FORFEIT SECURITY DEPOSIT:**

Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the OWNER shall be entitled to recover such sum by appropriating in part or whole the security Deposit of the

CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the OWNER on demand any balance remaining due.

31. The contractor shall execute an agreement with MNGL within 15 days form the award of contract. However, agreement shall be executed only after submission of valid Security Deposit against the contact.

32. **Mobilization Period**: As per scope of work

33. **Payment Terms:**
As per terms mentioned at Scope of Work.
The bill shall be certified by Engineer-In-Charge. The bills shall be submitted along with all requisite documents.

34. **Contract / Completion Period :**
As per terms mentioned at Scope of Work.

35. **Insurance:**
CONTRACTOR as far as possible shall cover insurance with Indian Insurance companies, including marine Insurance during ocean transportation.

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

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR'S or subcontractor's

employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of to remit to the State Bank of India. Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all Cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the to maintain such records. Any expenses incurred for the contribution, making contributions, or maintaining records shall be to the CONTRACTOR'S account.

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

ii) EMPLOYEE'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

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

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

iv) ACCIDENT OR INJURY TO WORKMEN:

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

proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

36. DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY :

i) CONTRACTOR shall be responsible for making good to the satisfaction of the OWNER any loss or any damage to structures and properties belonging to the OWNER or being executed or procured or being procured by the OWNER or of other agencies with in the premises of all the work of the OWNER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives etc.

ii) The CONTRACTOR shall take sufficient care that employees /representatives/agents do not cause any damage to any person or to the property of the OWNER or any third party and in the event of any damage resulting to the property of the OWNER or of a third party cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the OWNER or ascertained or demanded by the third party shall be borne by the CONTRACTOR.

iii) The CONTRACTOR shall indemnify and keep the OWNER harmless of all claims for damage to property other than OWNER'S property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, subcontractors, his agents, representative of subcontractors.

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

37. In case the contractor fails to provide the required services under the contract to the satisfaction of MNGL, MNGL reserves the right to get the services through alternate agencies at the risk and cost of contractor and penal deduction shall be made, from the contractor's bills and the decision of MNGL in this connection shall be final and binding on the contractor.

38. The tenderer hereby agrees to provide services and necessary such provision to carry out the work as given in the scope and description of work.

39. The work executed shall be to the satisfaction of MNGL and contract rules shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for the completion in an efficient and workman like manner.

40. The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and abide by all necessary license / permissions from the concerned authorities as provided under the various labor laws / legislation including labor license from the competent authority under The Contract Labor (Regulation & Abolition) Act 1970.

41. The tenderer should have his PF account no. with Regional Provident Fund Commissioner and shall submit to the COMPANY proof of depositing the employee's contribution, on monthly basis.

42. The contractor shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, The Employees State Insurance Act 1948, The Contract Labour (Regulation and Abolition) Act 1970, The Minimum Wages Act 1948, The Payment of Wages Act 1936, Employee's Compensation Act, 1923 and other relevant Acts rules and regulations in force from time to time in respect of the person deployed by him to carry out the obligation under the contract.

43. The contractor shall be responsible for necessary contributions towards PF, ESI or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering services to MNGL and shall deposit the required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees PF and shall be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of MNGL.

44. The contractor shall regularly submit all relevant records / documents in this regard to MNGL representative for verification and upon such satisfaction only, MNGL will allow payment to the Contractor.

45. The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues, and employment of personnel deployed by him.

46. The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.

47. The tenderer shall not engage any person(s) less than eighteen years of age and shall not pay less than what is prescribed under law.

48. **MNGL RESERVES THE RIGHT TO:**

i. Reduce the rates at which payment shall be made if the quantity and quality of services although acceptable is not up to required standard.

ii. Issue the CONTRACTOR from time to time during the progress of the service such further instructions as shall be necessary for the purpose of proper and adequate execution of the service and the CONTRACTOR shall carry out and be bound by the same.

iii. In order the contractor to remove or replace any person engaged in providing the services to the COMPANY whom the company considers incompetent or unsuitable. Opinion of the representative in the competence of any person engaged by the contractor shall be final and binding on the contractor.

49. **AWARD OF CONTRACT: -**

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

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

50. The contractor shall be required to obtain requisite labour license / permission from the appropriate authorities as provided under the various labour regulations, before undertaking any contract work. The contractor shall exclusively be liable for compliance of the provisions of any Act, laws, rules and regulations having execution, taking over engagement of his personnel directly or indirectly for execution of work and the contractor hereby undertakes to indemnify the company against all actions, suits, proceedings, claims, losses, damages etc. which may arise due to his noncompliance of the provisions under various laws mentioned in this document or not herein specifically mentioned but having direct or indirect application for the persons engaged under the contract. Company shall not be liable in respect of any damages or compensation for any injury or for any occupational diseases, to the employment to any person engaged by the contractor and the contractor shall keep the company indemnified thereof.

51. During the currency of the job, if the work progress does not commensurate with time elapsed in respect of any person / persons engaged, the contractor shall be

liable to pay the company compensation as may be considered reasonable by the company.

52. In case of any default for more than three days in respect of services to be provided in accordance with the requirements specified by the officer in charge, Company will have the right to avail the services from other sources at the risk and cost of the contractor or terminate the contract and forfeit his security deposit etc.

53. The company for any reason whatsoever of which the company shall be the sole judge may terminate this contract by giving notice of 30 days and the contractor shall vacate the workplace with his men and material on the expiry of such notice period in the event of such termination of the contract. The contractor shall be paid for all the work executed up to the date of terminations of the contract including refund of security deposit subject to deduction of any dues, penalties, other recoveries etc. within a period of two months at the discretion of the officer in charge.

54. MNGL reserve right to short close/ Terminate the contract any time based on non-performance/ poor performance during contractual period by giving 30 days' notice.

55. The contractor shall be liable for making good all damages / losses arising out of theft, pilferage of any furniture, equipment, fittings, fixtures, utensils, appliances whatsoever as may be caused directly or indirectly by the persons engaged by the contractor. At the appointed date, place hour the contractor shall make available persons to be engaged along with appropriate tools wherever stated.

56. The contractor shall take charge of all the materials handed over to him by the company and will be responsible for any loss/damage thereof.

57. The contractor shall issue an identity card to all its employees engaged for the services to be provided. The contractor shall also provide at his own cost safety equipment, materials, uniforms etc. to his employees. All the safety rules and regulations will be observed by the persons engaged under this contract.

58. The contract shall be directly and exclusively responsible for any liability arising due to any dispute between him and his employees and shall indemnify the company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employments of personnel deployed by him.

59. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligation.

60. For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the contractor and out of such amount or the amounts likely to fall due to the contractor (but without obligation to do so) make such payments as it may consider necessary for smooth working.

61. Contractor shall deploy the resources as per requirements.

62. The company shall have the power to issue necessary instructions to the contractor concerning discipline, decorum, work performance, safety etc. in respect of the employees of the contractor engaged by him for providing the services to the company and the contractor shall ensure compliance of all such instruction strictly.

63. No payments shall be payable other than schedules payment to the contractor.

64. The monthly quoted rates shall be inclusive of Leave wages & other statutory payments for providing such services.

65. Income tax as per rule, any other taxes shall be deducted from contractor's monthly bill / bills. Income Tax deduction certificate shall be issued to the contractors.

66. The bidder shall deem to have quoted after having satisfied himself to the total nature of work, site of work, surrounding the means access transport availability of services & to have obtained his information on all matters which can in any way influence his offer.

67. **Jurisdiction**:
The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at PUNE for the purposes of disputes, actions and proceedings arising out the CONTRACT, the courts at PUNE only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

68. Bidder to confirm the unconditional acceptance to the following clauses of the tender

i) Security Deposit /Performance bank guarantee
ii) Schedule of Rates.
iii) Termination.
iv) Scope of Work.
v) Arbitration.
vi) Period of Validity Offer.

69. **DOCUMENTS**:

69.1 GENERAL

The tenders as submitted will consist of the following:

i) Complete set of Tender Documents (Original) duly filled in and signed by the tenderer as prescribed in different clause of the Tender Documents.

ii) Earnest money in the manner specified in Clause 28 hereof.

iii) Power of Attorney or a true copy thereof duly attested by an officer in case an authorized representative has signed the tender, as required

iv) Information regarding Tenderers in the proforma enclosed.

v) Details of work of similar type and magnitude carried out by the Tenderer.

vi) Latest Balance sheet and profit & Loss Account / Turnover Certificate duly audited.

vii) The bidder shall submit the documentary evidence like certificate of registration with PF, ESIC authorities if required.

70. PRICE REDUCTION SCHEDULE:

70.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½% of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5% of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

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

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

71 In case of termination of Service provider 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 MNGL (India) 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 MNGL (India) Limited to such Service provider.

MNGL India Limited	**Tender for appointment of Consultancy for submission of detailed report to PNGRB as per Sub-Regulation 5(5) of PNGRB (Determining capacity of City or Local Natural Gas Distribution Network) Regulation,2015** **Bid No.: MNGL/CP/2026-27/142**

VOLUME II OF II

CONTENTS

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

SECTION-I
SCOPE OF WORK

The objective of the subject contract is to avail the Consultancy Services for submitting detailed report to submit the Capacity Determination report to PNGRB as per Schedule A and Annexure - 1 of sub-regulation 5(5) (vi) of PNGRB (Determining Capacity of City or Local Natural Gas Distribution Network) Regulations, 2015 for MNGL, Pune.

Scope of the Work:

- Submit GA wise reports for submission to PNGRB. The present charged steel network details of MNGL are as below:
  - Pune GA – 320 kms
  - Nashik GA – 137 kms
  - Ramanagara GA – 25 kms
  - Sindhudurg GA – 50 kms
- Collecting details of existing steel network & drawing.
- Running the steady state simulation for determining the CGD network capacity as per the PNGRB approved guideline.
- Steady state simulation shall be carried out based on time invariant pressure, temperature and flow profiles throughout the steel pipeline network using specified boundary conditions and network element set points that are entered. In other words, the hydraulic state of a network operating at equilibrium.
- Capacity of steel pipeline network & LNG tank capacity (if required) shall be determined. Where, steel network means, steel line from the source (primarily at tap-off points from any transportation / transmission / primary network / LNG facility or city gate station) up to the District Regulating station (DRS), Metering and Regulating skids (MRS) and inlet flange of CNG compressor station.
- Generating report by using suitable (licensee) software as per PNGRB requirement & submitting report to MNGL along with simulated Network of all GAs in soft and hard copy format. The software used by the bidder shall use pipeline equation as

approved by PNGRB for network capacity determination purpose.

- The bidder must provide access of software to MNGL to verify the design.

- Assistance in submitting replies to queries raised by PNGRB, if any.

TIME SCHEDULE
(SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

Draft report shall be submitted within 1 (One) week from the date of award of contract /LOI, which shall be the date of issue of letter of intimation / Service Order.

The final report (two copies) will be submitted within 1 week of the receipt of commentson the Draft Report by MNGL, if any.

Note:

1) The time of completion shall be reckoned from the date of award of contract /LOI, which shall be the date of issue of letter of intimation / Service Order.

2) The time indicated is for completing all the works in all respects as per specifications, codes, drawings, and instructions of **Engineer-in-charge**.

_____

(**STAMP & SIGNATURE OF BIDDER**)

MEASUREMENT OF WORK
(SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

1.0 GENERAL

1.1 The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/ or as decided by Engineer-in-charge.

1.2 Payment will be made based on joint measurements taken by Contractor and certified by Engineer-in-charge. Measurement shall be based on "Approved for Construction" drawings, to be the extent that the work conforms to the drawings and details are adequate.

1.3 Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.

SECTION-I
SCOPE OF WORK

The objective of the subject contract is to avail the Consultancy Services for submitting detailed report to submit the Capacity Determination report to PNGRB as per Schedule A and Annexure - 1 of sub-regulation 5(5) (vi) of PNGRB (Determining Capacity of City or Local Natural Gas Distribution Network) Regulations, 2015 for MNGL, Pune.
Scope of the Work:

- Submit GA wise reports for submission to PNGRB. The present charged steel network details of MNGL are as below:

- Pune GA – 320 kms
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- Running the steady state simulation for determining the CGD network capacity as per the PNGRB approved guideline.
- Steady state simulation shall be carried out based on time invariant pressure, temperature and flow profiles throughout the steel pipeline network using specified boundary conditions and network element set points that are entered. In other words, the hydraulic state of a network operating at equilibrium.
- Capacity of steel pipeline network & LNG tank capacity (if required) shall be determined. Where, steel network means, steel line from the source (primarily at tap-off points from any transportation / transmission / primary network / LNG facility or city gate station) up to the District Regulating station (DRS), Metering and Regulating skids (MRS) and inlet flange of CNG compressor station.
- Generating report by using suitable (licensee) software as per PNGRB requirement & submitting report to MNGL along with simulated Network of all GAs in soft and hard copy format. The software used by the bidder shall use pipeline equation as approved by PNGRB for network capacity determination purpose.
- The bidder must provide access of software to MNGL to verify the design.
- Assistance in submitting replies to queries raised by PNGRB, if any.

TIME SCHEDULE
(SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

Draft report shall be submitted within 1 (One) week from the date of award of contract /LOI, which shall be the date of issue of letter of intimation / Service Order.

The final report (two copies) will be submitted within 1 week of the receipt of commentson the Draft Report by MNGL, if any.

Note:

3) The time of completion shall be reckoned from the date of award of contract /LOI, which shall be the date of issue of letter of intimation / Service Order.

4) The time indicated is for completing all the works in all respects as per specifications, codes, drawings, and instructions of **Engineer-in-charge**.

_____

(**STAMP & SIGNATURE OF BIDDER**)

MEASUREMENT OF WORK
(SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

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1.1 The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/ or as decided by Engineer-in-charge.

1.2 Payment will be made based on joint measurements taken by Contractor and certified by Engineer-in-charge. Measurement shall be based on "Approved for Construction" drawings, to be the extent that the work conforms to the drawings and details are adequate.

1.3 Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.

PETROLEUM AND NATURAL GAS REGULATORY BOARD NOTIFICATION
New Delhi, the 19th May 2015

F. No. Infra/PNGRB/Capdet/CGD/02/2015 In exercise of the powers conferred by section 61 of the Petroleum and Natural Gas Regulatory Act, 2006 (19 of 2006), the Petroleum and Natural Gas Regulatory Board hereby makes the following regulations, namely:

1. Short title and commencement.

(1) These regulations may be called the Petroleum and Natural Gas Regulatory Board (Determining Capacity of City or Local Natural Gas Distribution Network) Regulations, 2015.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.

(1) In these regulations, unless the context otherwise requires,

(a) "Act" means the Petroleum and Natural Gas Regulatory Board Act, 2006;

(b) "Appointed day" means the date of October 1, 2007 when the Central Government notified the establishment of the Petroleum and Natural Gas Regulatory Board;

(c) "Authorized area" means the area as defined under the Petroleum and Natural Gas Regulatory Board (Authorizing Entities to Lay, Build, Operate or Expand City orLocal Natural Gas Distribution Networks) Regulations, 2008.

(d) "Authorized entity" means an entity that is authorized to lay, build, operate or expand a city or local natural gas distribution network in a geographical area (GA) under the Act and the relevant regulations made thereunder.

(e) "Board" means the Petroleum and Natural Gas Regulatory Board established under sub-section (1) of section 3 of the Act.

(f) "Capacity assessment group" means a group comprising representatives of two authorized entities other than the entity of which the CGD network capacity is to be certified and a representative of the Board as decided by the Board on case- to-case basis or any agency or entity or authorized person or any approved third partyauthorized by the Board for determining the capacity of the CGD network.

(g) "CGD network capacity" means the maximum quantity in standard cubic meters per hour (SCMH) of natural gas that can be injected into or off taken from the steel pipeline network at specific points, meeting all the technical and operational parameters fixed in steel network at steady state conditions, that is, all parameters like flow, pressure, temperature, are in harmony and vary only along the steel network but not with time or the aggregate rated capacity (in SCMH) of all City Gate Stations (CGS) connected to steel network, whichever is lower. For cases, where any entry points (CGS/DPRS/custody metering systems) are connected

directly to the medium density polyethylene (MDPE) network without involvement of any steel network, the rated capacity of such entry points shall be considered.

(h) "CGD declared capacity" means the capacity (in SCMH) that the steel pipeline network is capable of distributing under the steady state operating conditions determined based on the approved flow equation and the selected software package or the aggregate rated capacity (in SCMH) of all City Gate Stations connected to steel network, whichever is lower. For cases, where any entry points (CGS/DPRS/custody metering systems) are connected directly to the MDPE network without involvement of any steel network, the rated capacity of such entry points shall also be declared.

(i) "City or local natural gas distribution network" (hereinafter referred to as CGD network) means a pipeline network as defined under clause (i) of section 2 of the Act;

(j) "CNG Station Capacity" shall be the maximum rated capacity of running compressors at respective stations or the maximum capacity determined at the inlet flange of the compressors whichever is lower.

(k) consumer" means consumer as defined under clause (d), (e), (f) or (g) of sub-regulation 1 of regulation 2 of the Petroleum and Natural Gas Regulatory Board (Code of Practice for Quality of Service for City or Local Natural Gas Distribution Networks) Regulations, 2010.

(l) "operator" means an entity that operates CGD network with authorization of the Board.

(m) "Selected software package" means the software package used by the entity for determination of capacity of the CGD network.

(n) "Steady state condition" means calculation carried out based on time-invariant pressure, temperature and flow profiles throughout a steel pipeline network using specified boundary conditions and network element set points that are entered. In other words, the steady-state run calculates the hydraulic state of a network operating at equilibrium.

(o) "Steel pipeline network" means the steel pipeline laid and commissioned originating from the source (primarily at tap-off point from any transportation/transmission/primary network or city gate station) up to the Distribution Pressure Regulating Station or District Regulating Station (DPRS or DRS), Metering and Regulating Station (MRS) and inlet flange of CNG compressor station;

(p) "Third party contracted capacity" means the quantity (in SCMH) of natural gas contracted with any third party for transportation through a pipeline system;

(2) Words and expressions used and not defined in these regulations but defined in the Act or in the rules or regulations made thereunder, shall have the meanings

respectively assigned to them in the Act or in the rules or regulations, as the case may be.

3. Applicability

(1) These regulations shall apply to an entity which is laying, building, operating or expanding or which proposes to lay, build, operate or expand a city or local natural gas distribution network.

(2) These regulations cover the procedure, parameters both constant and variable and frequency of declaration of CGD network capacity in SCMH for CGD network.

(3) These regulations shall not be applicable to sub-transmission pipelines, MDPE network system downstream of DPRS/DRS and service lines, including GI/copper piping of CGD network.

Note: In case, any sub-transmission pipeline has been laid by the authorized entity, the details of the same up to CGS or up to connectivity with primary network in the authorized GA shall be provided by the entity as per Annexure-3. The capacity of sub- transmission pipeline from Custody Transfer Flange downstream of connectivity from transmission pipeline up to CGS or up to connectivity with primary network in the authorized GA shall also be determined.

4. Objective.

(1) It is intended to apply these regulations to all CGD networks for the purpose of declaration of CGD network capacity.

(2) The capacity of the CGD network so determined shall be used for providing access to shipper on non-discriminatory basis under the Petroleum and Natural Gas Regulatory Board (Access Code for City or Local Natural Gas Distribution Networks) Regulations, 2011.

5. Determining capacity of a City or Local Natural Gas Distribution Network.

(1) The determination of capacity for the CGD network shall be based on selected software package and flow equation approved by the Board under these regulations. It is not necessary for the entities to buy and install any specific software package. The entities may continue to use or operate the system based on the previously installed software but shall have to determine the capacity of the system based on the flow equation approved by the Board in any of the selected software package for the purpose of these regulations.

(2) The entity while submitting the capacity of the CGD network to the Board, shall furnish a declaration that the capacity has been calculated using the approved flow equation. The entity shall also submit the detailed report of the capacity and indicate the software used for the purpose within ninety days of the notification of these regulations and thereafter as per the periodicity for determining capacity of CGD network defined in regulation 7.

(3) The parameters for running the steady state simulation for determining the CGD network capacity shall be considered as given below, namely:-

(a) Constant parameters in the unit as specified in the approved flow equation as per sub-clause (v) of this clause.

(i) **Internal diameter (ID)** – The internal diameter shall be determined by deducting twice the thickness from outer diameter of steel pipes used in the CGD network. Further, the internal diameter shall be determined based on weighted average of internal diameters based on different pipe thicknesses used in different sections in the pipeline system.

(ii) **Length** – The actual length (for already installed pipeline) or proposed length (for yet to be installed pipeline) of the pipe in the pipeline system.

(iii) **Roughness** – This is a fixed value for a pipe which determines the unevenness inside a pipe. Depending on the pipe material, the below given value for roughness factor shall be used :

Type of Material	**Roughness (micron)**
Steel – New Pipe (up to ten years old)	
- With internal coating	10-15
- Without internal coating	25-45
Steel–Old Pipe (more than ten years old)	
- With internal coating	15-20
- Without internal coating	45-100

For old pipelines already operating, roughness factor shall be determined by duly calibrating actual field data in the approved flow equation. These factors shall be assessed by the capacity assessment group. For new pipelines, roughness factor used shall be decided keeping in view the operating conditions and pipeline feature like bends, valves, or any other restrictions present in the system:

Provided that the entity shall declare in advance the roughness factor considered for the pipes with relevant operating data to support the value chosen.

(iv) Efficiency factor –

Steel Pipeline–Efficiency factor within the range of 0.85 to 1.0 shall be used. For old pipelines already operating, efficiency factor shall be determined by duly calibrating actual field data in the approved flow equation. These factors shall be assessed by the capacity assessment group. For new pipelines efficiency factor used shall be decided keeping in view the operating conditions and pipeline

feature like bends, valves, life of pipeline or any other restrictions present in the system:

Provided that the entity shall declare in advance the efficiency factor considered for the pipes with relevant operating data to support the value chosen giving complete analysis. The Board may direct the entity to improve upon such design.

(v) Formula – For determination of flow rate and pressure drop in the pipeline, the following flow equation shall be used:

Type of Network	Name of Flow equation
Steel Network	Colebrook White/Fundamental pipe equation with flow dependent (Colebrook White) friction factor

(vi) Velocity–The maximum allowable velocity of the gas in the steel pipeline section of CGD network shall be 30 m/s.

(vii) The steel pipeline network capacity shall be determined at maximum operating pressure (MOP) for the CGD network and with the following standard Pressure and Temperature conditions:

Standard pressure – 1.01325 bar (a).

Standard temperature+-– 15.56degree C

(b) Variable parameters-

(i) Operating temperature – For the purpose of determining the capacity and for annual capacity declaration to the Board, the summer temperature of 30 ºC shall be considered by all the entities.

(ii) Inlet temperature – This is the actual inlet temperature (º C) of the gas from the source into the CGD network.

(iii) Outlet temperature- This is the actual outlet temperature (º C) of the gas at the delivery point.

(iv) Inlet pressure – The maximum pressure (in barg) that is available at the entry point to the CGD network and shall be declared by the CGD entity during capacity declaration.

(v) Outlet pressure – The minimum pressure (in barg) that is required by the consumer at the delivery or exit point as per access arrangement entered into by the shipper and the authorized entity.

(vi) Maximum operating pressure (MOP) –This is the highest pressure (in barg) at which a CGD Network operates during normal operating cycle and shall be declared by the CGD entity for capacity determination. However, in case an entity is operating the CGD network at certain pressure which is at variance from above for more than or equal to five years, need to submit calculation carried in line with the Petroleum and

Natural Gas Regulatory Board (Technical Standards and Specifications including Safety Standards for City or Local Natural Gas Distribution Networks)
Regulations, 2008 and ASME B31.8 (Latest edition) supporting the revised MOP considered in determination of CGD network capacity. For the purpose of determining MOP, the Board shall be guided by incoming pressure at city gate station or custody transfer point.
Note: In case, any sub-transmission pipeline has been laid by the CGD entity, the details of the same up to the connectivity with primary network in the authorized GAshall be provided by the entity as per Annexure-3 for the purpose of arriving at the incoming pressure at the entry of primary network in the authorized GA

(vii) **Minimum committed pressure (MCP) –** This is the minimum pressure (in barg) at the exit points and shall be declared by the CGD entity during capacity declaration.

(viii) **Source supply flow –** This is the maximum flow (in SCMH) that can be available from the source (primarily a Tap-off point from any Transportation / Transmission / Sub-Transmission Pipeline or City Gate Station).

(ix) **Delivery flow** – This is the maximum flow (in SCMH) that is required by the consumers at the exit point as per access arrangement entered into by the shipper and the operator.

(x) **Elevation difference** – Depending on the terrain of the ground profile, this factor will be considered from the mean sea level of the area.

(xi) **Gas composition –** The gas composition indicating all components totaling 100% by volume is to be given with the level of impurities as per the Petroleum and Natural Gas Regulatory Board (Access Code for City or Local Natural Gas Distribution Networks) Regulations, 2011. From this, necessary input to the flow equation shall be worked out.
In case of more than one source, the weighted average composition of commingled natural gas beyond the second source of entry point shall be considered.

(xii) In case of CGD network, the gas quality at exit point shall be as per the Petroleum and Natural Gas Regulatory Board (Access Code for City or Local Natural Gas Distribution Networks) Regulations, 2011.

(4) All entities shall declare to the Board the constant parameters and the variable parameters for the CGD network-

(i) on first working day of October every year; and

(ii) whenever there is any addition or deletion of the supply source of natural gas.

The entities shall also provide on first working day of October the network diagram superimposed on the authorized area map for the CGD network.

(5) The methodology for calculation of CGD network capacity shall be as under:

(i) The entire steel pipeline network shall be configured in the selected software package operating offline. The steady state condition of the pipeline hydraulics with variable parameters (pressure, temperature and flow) at entry that is downstream flange of City Gate Station and declared exit points shall be simulated in the selected software package.

(ii) Assuming gas at the entry point (single source or multiple sources of gas) is unlimited, the selected software shall be run till inlet flange of any industrial PRS, DRS and CNG Compressor connected to the system till it reaches limiting condition of pressure required at any exit point or limiting velocity in steel pipeline network as calculated by software or maximum flow capacity is reached at exit points.

(iii) After satisfactory completion of simulation, add dummy load at the farthest exit points of steel network, considering the minimum committed pressure.

(iv) Now, simulate the steel pipeline network till inlet flange of any industrial PRS, DRS, CNG Compressor and dummy load connected to the system reaches limiting condition of pressure required or limiting velocity in pipeline as calculated by software or maximum flow capacity is reached at exit points.

(v) The sum of flow (in SCMH) at each exit point (i.e. Inlet flanges of Industrial PRS, DRS and CNG compressor) and dummy load in all the charge areas is the total steel network capacity.

(vi) The entity shall submit the details of maximum achievable steel network capacity so derived, under the steady state simulation with the details of variable and constant parameters, to the Board in the specified format at Schedule A along with the hydraulic gradient and system flow diagram for the steel network system. The entity shall submit the details of rated capacity of all entry points (CGS/DPRS/custody metering systems) including entry points, if

any, connected directly to the MDPE network without any steel pipeline in between along with details of rated capacity of exit points like DRS/IPRS/CNG station etc in Annexure-1.

(vii) The capacity of CGD network shall be as per the operation days specified in the Petroleum and Natural Gas Regulatory Board (Access Code for City or Local Natural Gas Distribution Networks) Regulations, 2011 for respective system.

(viii) If the aggregate CGS capacity is less than the determined steel network capacity, then, the aggregate CGS capacity shall be considered as the steel network capacity.

(ix) The steel network capacity so determined shall be the CGD network capacity provided that if any entry point (CGS/DPRS/custody metering systems) is connected directly to the MDPE network without involvement of any steel network, the rated capacity of such entry point shall also be considered for the purpose of capacity declaration.

6. Declaring capacity of a City or Local Natural Gas Distribution Network by the Board.

(a) The Board, after having analyzed the report submitted by the entity regarding capacity of the CGD network with respect to the provisions of these regulations, shall decide-

(i) to reject the capacity so determined and direct the entity to revise the capacity calculations based on the revised parameters; or

(ii) to go ahead with the proposal with or without modification.

(b) The capacity so determined shall be declared by the Board as the capacity of the CGD network. The Board shall declare the capacity of the CGD network in the format specified at Schedule B.

(c) The entity, after declaring the CGD network capacity by the Board, shall publish the same in line with the provisions of the relevant Regulations on the Petroleum and Natural Gas Regulatory Board (Access Code for City or Local Natural Gas Distribution Networks) Regulations, 2011, on 1[its] website.

2 [Provided that, until the time, the Board declares the capacity of CGD Network, the entity shall publish the capacity of CGD Network as determined by it, under the Petroleum and Natural Gas Regulatory Board (Access Code for City or Local Gas Distribution

Networks) Regulations, 2011, on its website, which shall be deemed as Board declared capacity.]

7. Periodicity for determining capacity of city or local natural gas distribution networks.

(i) The capacity of a CGD network shall be determined on first working day of October every year or whenever there is a change in quantity of natural gas plus or minus 10% of previous declared capacity due to any of the following:

(a) change in quality of gas,

(b) modification, upgradation, addition or deletion of entry or exit points,

(c) addition or deletion of loop lines, compressor etc.

(ii) The entity shall submit the details of the so re-determined capacity of the pipeline to the Board in line with the provisions of these regulations for the purpose of declaration of capacity.

8. Miscellaneous.

(1) If any dispute arises with regard to the interpretation of any of the provisions of these regulations, the decision of the Board shall be final.

(2) The Board may, either suo moto or on a complaint, refers the issue of determination of the capacity of a CGD network, to any external consultant or expert. Cost in this

[1] Subs. by Cl. (i) of Reg. 2, the Petroleum and Natural Gas Regulatory Board (Determining Capacity of City or Local Natural Gas Distribution Network) Regulations Amendment Regulations 2020, for 'their' (w.e.f. 30.09.2020).

[2] Ins. by Cl. (ii) of Reg. 2, *ibid.* (w.e.f. 30.09.2020).

regard shall be borne by the entity or the complainant or as deemed fit by the Board on a case specific basis. However, the recommendation of the consultant or expert shall be advisory in nature to the Board and shall not be binding.

(3) The Board may validate the computed capacity with actual capacity as per the f low regime of the pipeline with actual flow conditions as and when desired.

SCHEDULE A

[see regulation 5(5) (vi)]

Format for furnishing information regarding determination of CGD network capacity Date of submission of capacity to the Board: ……

Applicable for the period: _____

1	Name of entity	
2	Address and contact details of entity	
3	Name of CGD network	
4	Length and diameter of steel pipeline network (attach completedetails with diagram)	
5	Name of software package used	
6	Confirm Colebrook White equation / Fundamental pipe equationwith flow dependent (Colebrook White) friction factor is used	Yes/ No
7	Details of injection/entry points, delivery or exit points (Location, diameter, pressure, temperature, rated capacity, actual flow rateetc.) and charge areas in CGD networks. Details to be given as per Annexure 1.	
8	Composition of natural gas. Details to be given for each entry pointas per Annexure 2.	
9	Entity agrees to have complied with the technical standards,specifications and safety standards as specified by the Board	Yes/ No
10	Entity agrees to have complied with the provisions of other relevant Petroleum and Natural Gas Regulatory Board Regulations	Yes/ No
11	Constant and variable parameters used under steady state conditions for determining capacity of the steel network in CGD networks as per Annexure 2.	
12	Maximum achievable capacity of the steel network under steady state conditions as determined under regulation 5 of theseregulations	
13	Aggregate of rated capacity of all entry points connected to steel network (Details of each CGS/entry point to be provided separately in Annexure 1)	
14	Rated capacity of entry points (CGS, PRS and Custody Metering Systems), if any, connected directly to MDPE network (Details of each entry point to be provided separately in Annexure 1)	
15	Maximum achievable capacity of the steel network (lower of Sl.No. 12 or 13)	

Note: Submit network diagram superimposed on the authorized area map for the CGD networkalong with the hydraulic gradient and system flow diagram for the steel network.

[Sign. & Stamp of Authorized Signatory of the Entity]

SCHEDULE B

[see regulation 6(b)]

Format for declaring capacity of City or Local Natural Gas Distribution

NetworksDate of declaration of capacity by the Board: ……

Applicable for the period: _____

1	Name of entity	
2	Address and contact details of entity	
3	Name of CGD network	
4	Details of injection or entry points and delivery or exit points connected to steel networks (location, diameter, pressure, temperature, rated capacity etc.) and charge areas in CGD networks (details enclosed)	
5	Details of rated capacity, location, pressure etc. of each injection or entry point connected directly to MDPE network without any steel network in between	
6	Name of the software package used by the entity	
7	Flow equation used for the purpose	
8	Gas composition considered for the purpose of capacitydetermination of steel network in CGD.	
9	Maximum achievable capacity of the CGD steel network understeady state conditions.	
10	Maximum achievable capacity of sub-transmission pipeline laid, if any.	
11	Aggregate of rated capacity of all entry points connected to steel network	
12	Maximum capacity of the steel network (lowest of Sl. No. 9,10 or 11 above)	
13	Rated capacity of entry points (CGS, DPRS and Custody Metering Systems), if any, connected directly to MDPE network (Details of each entry point enclosed)	

Dated:

Secretary
Petroleum and Natural Gas Regulatory Board

K. Rajeswara Rao, OSD (R) [ADVT-III/4/EXTY./188/15(62)]

Annexure-1
[see regulation 5 (5)(vi)]
Format for furnishing Details of Injection/ Entry points and Delivery/ Exit points

1.	Name of entity	
2.	Address and contact details of entity	
3.	Name of CGD Network	
4.	Details of Entry and Exit Points on Steel Network	
a)	Entry Point 1: ➢ Name: ➢ Location: ➢ Internal Diameter of Pipe (after entry point): ➢ Length of Steel Pipe (give details with diagram): ➢ Class/Thickness of Pipe: ➢ MOP as per Class of Pipe: ➢ Revised MOP, if any (enclose technical justification and supporting calculation in terms of these Regulations): ➢ Pressure: i) at upstream of Entry Point ii) at downstream of Entry point ➢ Inlet temperature: ➢ Maximum Rated Capacity (in SCMH) of Entry Point(enclose certified Technical Documents): [**Note:** Provide similar details for all other entry points. Also, provide relevant details for entry points connected directly to MDPE network]	

b)	Exit Point 2: ➢ Name: ➢ Location including name of Charge Area: ➢ Internal Diameter of Steel Pipe (before exit point): ➢ Length of Steel Pipe till upstream of Exit Point: ➢ Class/Thickness of Pipe: ➢ MOP as per Class of Pipe: ➢ Revised MOP, if any (enclose technical justification and supporting calculation in terms of these Regulations): ➢ Pressure: i) at upstream of Exit Point ii)at downstream of Exit Point ➢ Temperature: ➢ Maximum Rated Capacity (in SCMH) of Exit Point (enclose certified Technical Documents): [Note: Provide similar details for all other exit points]	

Annexure-2
[see schedule A (8) and (11)]

Format for furnishing Details of Constant and Variable parameters of Steel Network and Gas Composition at Injection or Entry points and Delivery or Exit points

a) Constant parameters:

Parameter	Details
Name of Steel Pipe/ Section:	
Internal Diameter (mm/inch)	
Length (Km)	
Pipeline Roughness (micron) [Enclose Technical Justification]	
Efficiency Factor/Pipeline Efficiency (%) [Enclose Technical Justification]	
Formula/ Gas Flow Equation Used	
Velocity (m/s)	
STP	Standard pressure : 1.01325 bar (a) Standard temperature : 15.56 deg C

Note: i) Similar Details for all steel pipes/ sections, size changes etc. may be provided.
ii) Pressure drop at Rated Capacity pertaining to each entry point may be provided (enclose Technical document)

a) Variable parameters:

Parameter	Details
Name of Steel Pipe/ Section:	
Operating Temperature (30 deg C)	
Inlet Temperature (deg C)	
Inlet Pressure (kg/cm2g or barg)	
Outlet Pressure (kg/cm2g or barg)	
Maximum Operating Pressure (kg/cm2g or barg) [Enclose Justification]	
Minimum Committed Pressure (kg/cm2g or barg) (enclose relevant documents)	
Velocity (m/s)	
Supply Source Flow (MMSCMD)	
Delivery Flow (MMSCMD)	
Elevation Difference	
Gas Composition (Mole Percent) Methane: Ethane: Propane: Isobutene: Isopentene: Hexane: Nitrogen: Sp. Gravity: GCV: Kcal/SCM NCV: Kcal/SCM	GCV: Kcal/SCM NCV: Kcal/SCM

Annexure-3

[see regulations 3 and 5]

Format for furnishing Details of Constant and Variable parameters of Sub-Transmission Pipeline (STPL)

a) Constant parameters:

Parameter	Details
Name of steel pipeline/ section:	
Name and Location (with longitude/latitude) of inlet and outlet of STPL i.e. from custody transferpoint to connectivity with primary network	
Internal Diameter (mm/inch)	
Length (Km)	
Pipeline Roughness (micron) [Enclose Technical Justification]	
Efficiency Factor/Pipeline Efficiency (%)[Enclose Technical Justification]	
STP	Standard pressure – 1.01325 bar (a) Standard temperature –15.56 degree C

a) Variable parameters:

Parameter	Details
Name of Steel Pipe/ Section:	
Operating Temperature (30 deg C)	
Inlet Temperature (deg C)	
Inlet Pressure (kg/cm2g or barg)	
Outlet Pressure (kg/cm2g or barg)	

Maximum & Minimum Committed Pressure (kg/cm2g or barg)	
Elevation Difference	
Gas Composition (Mole Percent) Methane: Ethane: Propane: Isobutene: Isopentene: Hexane: Nitrogen: Sp. Gravity: GCV: Kcal/SCM NCV: Kcal/SCM	GCV: Kcal/SCM NCV: Kcal/SCM

Note: Copies of agreement/ tie-in agreement with transporter/ transmission entity indicating agreed/ committed delivery pressure, temperature etc to be provided.

Footnote: Principal regulations were notified in the official gazette vide F. No. Infra/PNGRB/Capdet/CGD/02/2015, dated 9th May, 2015 and amended vide F. No. PNGRB/Tech/9-CapCGDReg/ (1)/2020, dated 30th September, 2020.

TERMS OF PAYMENT
(SPECIAL CONDITIONS OF CONTRACT – TECHNICAL)

TERMS OF PAYMENT

Pending completion of the whole works, provisional progressive payments for the part of work executed by the contractor shall be made by Owner based on said work completed and certified by the Engineer-in-Charge as per the agreed milestone payment schedule and the percentage break-ups given below.

Contractor shall submit his invoices to the Engineer-in-Charge fortnightly in the manner as instructed by Owner. Each invoice will be supported by documentation acceptable to Owner and certified by the Engineer-in-Charge. Payments made by owner to the contractor for any part of the work shall not deem that the Owner has accepted the work.

The terms of payment are mentioned below:

- 60% of the amount on submission of the Draft Report.

Balance 40% of the amount on submission of Final Report

SECTION – III

SCHEDULE OF RATES (SOR)

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

BID NO. Bid No.: MNGL/CP/2026-27/142

Evaluation Formula: Evaluation shall be done as per Clause No. 3.2 of Annexure –I to IFB.

General Note:

1. **SOR item shall be quoted by the bidder in the price part of the bid in, otherwise bid will be rejected.**

2. 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**

Bidder's Signature & Seal _____