# MNGL (INDIA) LIMITED

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

CNG & CITY GAS DISTRIBUTION PROJECT

**Bid document for**

**Rate contract for the period of (02) Two years for AMC of PerWah Mobile Application (Fire & Safety) and cloud hosting with change requests, with Vulnerability Assessment and Penetration Testing (VAPT).**

**UNDER OPEN DOMESTIC COMPETITIVE BIDDING**

**(THROUGH E-TENDERING MODE)**

Bid Document No.: MNGL/CP/2026-27/143 Dt: 06.11.2026.

| MNGL (INDIA) LIMITED | **Tender for Rate contract for the period of (02) Two years for AMC of PerWah Mobile Application (Fire & Safety) and cloud hosting with change requests, with Vulnerability Assessment and Penetration Testing (VAPT).**<br><br>**Bid No.: MNGL/CP/2026-27/143** |
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# PART A

# 1. INVITATION FOR BIDS (IFB)

| MNGL (INDIA) LIMITED | **Tender for Rate contract for the period of (02) Two years for AMC of PerWah Mobile Application (Fire & Safety) and cloud hosting with change requests, with Vulnerability Assessment and Penetration Testing (VAPT).**<br><br>**Bid No.: MNGL/CP/2026-27/143** |
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## INVITATION FOR BIDS (IFB)

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

### 1.0 TENDER INFORMATION

| | |
|---|---|
| Tender Document Number | **MNGL/CP/2026-27/143** dated **06.11.2026.** |
| Item(s) | **Tender for Rate contract for the period of (02) Two years for AMC of PerWah Mobile Application (Fire & Safety) and cloud hosting with change requests, with Vulnerability Assessment and Penetration Testing (VAPT).** |
| Type of Bid | **Open Domestic Competitive Bidding** |
| Earnest Money / Bid Security | Rs. 13,000/- in the form of eBG (electronic Bank Guarantee) / Online payment through etender portal.<br><br>NOTE: Bidders registered with NSIC / MSME are exempted from furnishing above EMD / Bid Security upon producing registration certificate. |
| 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 | 12.11.2026 (03:00am –04:00pm)<br>Meeting link: https://meet.google.com/zyy-ndnr-bfu |
| Bid Submission at | https://etenders.gov.in |
| Bid submission due date and time | **20.11.2026 till 15:00 Hrs. IST** |
| Techno-commercial bid & price bid opening date and time | 23.11.2026 at 10:00 Hrs. IST |
| Address for submission of EMD / Bid Security and venue for pre-bid meeting and opening of bids | General Manager (C&P)<br>Maharashtra Natural Gas Ltd.,<br>Pride Purple Coronet, 2nd Floor,<br>Baner Road, Baner, Pune – 411045 |
| Contact details | Telephone: +91 (20) 2561 1190 / 1154<br>Email: gasaid@mngl.in / shiva.tiwari@mngl.in |
| Bid Eligibility Criteria and Bid Evaluation Criteria | As per Annexure – I to IFB |

| MNGL (INDIA) LIMITED | **Tender for Rate contract for the period of (02) Two years for AMC of PerWah Mobile Application (Fire & Safety) and cloud hosting with change requests, with Vulnerability Assessment and Penetration Testing (VAPT).**<br><br>**Bid No.: MNGL/CP/2026-27/143** |
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**NOTE:** Bidders are advised to complete the registration with e-tender portal **(**https://etenders.gov.in) at least two working days prior to bid submission date.

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

## 2.0 BIDDING PROCEDURE

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

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

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

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

## 3.0 DOWNLOADING OF TENDER DOCUMENT

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

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

## 4.0 PRE-BID MEETING

The bidder(s) or their designated representatives, who have downloaded the bid document, or to whom tender document has been issued and intend to bid are invited to attend the pre-bid meeting. Bidder(s) queries if any, must reach Purchaser office at least 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 Annualized Contract / Order value
iv) Delivery Period
v) Terms of Payment
vi) Force Majeure
vii) Resolution of Dispute/Arbitration
viii) Termination of Contract,
ix) Warranty and Guarantee
x) Offer not submitted for complete scope of work
xi) Firm prices
xii) Prices not quoted as per Schedule of Rates formats.
xiii) The Bidder is not put on Black / holiday list by MNGL/MoP&NG/Oil Public Sector Enterprise(s).
xiv) Bidder is under liquidation.
xv) Bids not conforming to technical specification/requirements.
xvi) Any other such provisions if specifically stipulated elsewhere in the Bid Document.
xvii) Price Reduction Schedule.

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

THIS IS NOT AN ORDER

Yours faithfully,
for Maharashtra Natural Gas Limited, Pune

Ganesh Said
General Manager (C&P)

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

# PART A

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

**ANNEXURE-I to IFB**

## 1.0 BRIEF PROJECT DETAILS

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

## 2.0 BRIEF SCOPE OF WORK

This tender deals with **Rate contract for the period of (02) Two years for AMC of PerWah Mobile Application (Fire & Safety) and cloud hosting with change requests, with Vulnerability Assessment and Penetration Testing (VAPT).**

## 3.0 BIDDER'S ELIGIBILITY CRITERIA:

The following are the BEC parameters: -

### A. BEC- Technical:

A.1 The bidder should have executed at least one assignment of Rs. 1.60 Lakhs of a similar work to carry out App development on various topics in preceding 5 years reckoned from the final Bid due date.

To meet the above criteria, bidder must submit documentary evidence viz. detailed Work Order copies, completion certificate from Client and any other relevant documents in support of his claim.

A. 2 Bidder must have Android and Web developers in their roles as an evidence bidder must submit their CV with a signed declaration.

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

## 4.0 BID EVALUATION CRITERIA AND AWARD OF WORK:

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

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

# PART B

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## INSTRUCTIONS TO BIDDERS

### INSTRUCTION FOR ONLINE BID SUBMISSION

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

### REGISTRATION

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

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

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

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

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

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

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

### SEARCHING FOR TENDER DOCUMENTS

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

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

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

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

**PREPARATION OF BIDS:**

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

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

**(i)** 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.

**(ii)** 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.

**(iii)** 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.**

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

**SUBMISSION OF BIDS:**

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

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

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

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

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

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

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

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

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

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

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

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

**difficulties faced during the submission of bids online by the bidders at the eleventh hour**.

**(x)** After the bid submission **(i.e. after Clicking "Freeze Bid Submission" i**n the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

**(xi)** Bidders should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

**(xii)** All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.

**ASSISTANCE TO BIDDERS:**

(i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.

(ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4001002, 0120-6277787 and 0120-4001005. The helpdesk email id is **support-eproc@nic.in**

## A: GENERAL

### 1. Scope of Bid

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

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

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

### 2. Eligible Bidder

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

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

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

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

(ii) that has been hired (or is proposed to be hired) by the Employer as Engineer/ 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 / consultant shall be final and binding on the bidder.

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

### 3. Bid Eligibility Criteria and Bid Evaluation Criteria: -

### 3.1 Technical Criteria - As per Annexure – I of IFB

3.1.1 **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 Criteria - As per Annexure – I of IFB

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

3.2.2 Bidder shall meet the technical, as well as commercial qualification criteria as stated above. Bidder shall furnish necessary documentary evidence such as LOA Copy/ Audited Financial Statement **(UDIN from CA is compulsory on financial document)** along with the bid, to justify meeting the stipulated qualification criteria. In absence of requisite documents as stated above, MNGL reserve the right to reject the bid without making any reference to the bidder

**3.3 Evaluation Criteria - As per Annexure – I of IFB**

**4. Bids from Consortium – Not applicable**

**5. One Bid per Bidder**

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

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

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

5.3 Alternative Bids shall not be considered.

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

**6. Cost of Bidding**

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

**7. Site Visit**

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

7.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only

upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

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

## B. BIDDING DOCUMENTS

### 8. Content of Bidding Document

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

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

### 9. Clarification of Bidding Documents

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

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

### 10. Amendment of Bidding Documents

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

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

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

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

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

## C. PREPARATION OF BIDS

### 11. Language of Bid

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

### 12. Documents Comprising the Bid

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

**12.1.1 Technical Bid / Technical Cover / Unpriced Bid:**

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

i) EMD/Bid Security payment details
ii) Duly Signed and Stamped BIDDERS ELIGIBILITY CRITERIA and BID EVALUATION CRITERIA
iii) Document for qualification of BEC – Technical
iv) Duly filled, signed and stamped Forms and Formats
v) Power of Attorney in favour of person(s) signing the bid
vi) Addendum, Corrigendum and Other Documents if any
vii) Copy of GST Certificate and PAN Card
viii) Cancelled Cheque / Bank Mandate
ix) Duly signed and stamped copy of Schedule of Rates (SOR) Instructions
x) Any other information / details required as per bid document.

**12.1.2 Financial Bid / Financial Cover / Priced Bid:**

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

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

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

12.3 Bidders are advised to submit quotations based strictly on the terms and conditions and specifications contained in the bid document and not stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated only in the prescribed Pro forma. Owner reserves the right to evaluate quotations containing deviations having financial implications after adding the cost for such deviations as determined by Owner.

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

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

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

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

**13. Bid Prices**

13.1 The Prices should be quoted in INR only.

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

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

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

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

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

13.7 Alternative bids shall not be considered.

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

13.9 The bidder shall have to raise the Cenvatable invoice.

**14. Bid Currencies - Void**

**15. Bid Validity**

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

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

**16. Bid Security**

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

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

16.3 VOID

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

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

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

16.7 The bid security may be forfeited:

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

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

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

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

iii) to accept arithmetical corrections,

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

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

**certificate.**

**17. Pre-Bid Meeting**

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

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

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

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

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

Advisories for the bidders attending the pre-bid meeting:

6) 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.
7) All bidders/participants mandatorily have to pin MNGL screen on their computer screens during the pre-bid meeting.
8) Bidders shall be allowed to discuss their queries in sequence of their responses received.
9) Time slot shall be allotted to each bidder to ask his queries.
10) Recording of the pre-bid meeting by the bidders is strictly prohibited. Subsequent to pre-bid meeting, corrigendum shall be issued by the purchaser regarding clarifications or queries raised during meeting.

**18. Format and Signing of Bid**

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

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

**19. Zero Deviation**

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

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

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

**20. Mode of Payment**

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

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

## D. SUBMISSION OF BIDS

### 22. DEADLINE FOR SUBMISSION OF BID

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

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

### 23. LATE BIDS

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

### 24. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

## E. BID OPENING AND EVALUATION

### 25. Bid Opening

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

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

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

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

### 26. Process to be Confidential

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

### 27. Contacting the Employer

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

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

### 28. Examination of bids and Determination of Responsiveness

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

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

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

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

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

**29. Opening Of Price Bid**

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

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

**30. Correction of Errors**

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
a) where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and
b) where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

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

**31. VOID**

**32. Evaluation and Comparison of Bids**

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

**33. Preference for Domestic Bidders - VOID**

**34. Purchase Preference - VOID**

**35. Compensation for extended stay - Not Applicable**

## F. AWARD OF CONTRACT

### 36. Award

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

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

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

### 38. Notification of Award

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

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

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

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

### 39. Signing of Agreement

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

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

### 40. Contract Performance Security

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

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

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

**41. Corrupt or Fraudulent Practices**

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

a) defines, for the purposes of this provision, the terms set forth below as follows:
   i) "corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
   ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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

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

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

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

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

III. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**44. Termination of contract**

44(A) TERMINATION OF CONTRACT FOR DEATH:

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

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

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

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

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

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

**45. Additions to GCC**

i) In case of range of variation up to inclusive of range of +50% & -50% no increase and' or decrease shall be applicable in Schedule of Rates.

ii) Abnormally High Rated Item (AHR):
In items rate contract where the quoted rates for the item, exceed 50% of the owners' estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the BOQ stipulated quantities shall be made at the least of the following rates:

1. Rates as per BOQ, quoted by the Contractor.

2. Rate of the item, which shall be delivered as follows:
   a) Based on rate of machine and labor as available from the contract (which is including 15% cover towards contractor's profit overhead and other expenses).

b) Based on prevailing market rate of machine materials and labor plus 15% to cover contractors' profit, overhead and other expenses, when the rates are not available in the contracts.

iii) Notwithstanding the provisions contained in Clause (ii) above, MNGL would have the right to negotiate all such AHR items before the award of the work.

# PART B
# 4. FORMS AND FORMATS

**CONTENTS**

**SR. NO. DESCRIPTION**

1) LIST OF FORMS

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

2) LIST OF FORMATS

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

## TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date: _____

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

**Sub:** Acceptance of Terms & Conditions of Tender.

**Tender Reference No:** _____

**Tender Title:** _____

_____

Dear Sir / Madam,

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

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

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

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

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

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

Yours Faithfully,

_____

(Stamp & Signature of Bidder)

| MNGL (INDIA) LIMITED | **Tender for Rate contract for the period of (02) Two years for AMC of PerWah Mobile Application (Fire & Safety) and cloud hosting with change requests, with Vulnerability Assessment and Penetration Testing (VAPT).**<br><br>**Bid No.: MNGL/CP/2026-27/143** |
|---|---|

## UNDERTAKING FOR LAND BORDER WITH INDIA

Date: _____

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

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

**Tender No:**

**Tender Title:**

Dear Sir,

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

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

| | |
|---|---|
| (i) Not from such a country | [ ] |
| (ii) If from such a country, has been registered with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached) | [ ] |

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

_____
(Stamp & Signature of Bidder)

| MNGL (INDIA) LIMITED | **Tender for Rate contract for the period of (02) Two years for AMC of PerWah Mobile Application (Fire & Safety) and cloud hosting with change requests, with Vulnerability Assessment and Penetration Testing (VAPT).**<br><br>**Bid No.: MNGL/CP/2026-27/143** |
|---|---|



**SUBMISSION OF BID**

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

Date: _____

From:

M/s

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

**Tender No:**

**Tender Title:**

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

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

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

**MEMORANDUM**

(a) General Description of Work _____

_____

(b) Earnest Money Rs_____

(Rupees)_____

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

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

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

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

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

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

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

_____

(Stamp & Signature of Bidder)

| MNGL (INDIA) LIMITED | **Tender for Rate contract for the period of (02) Two years for AMC of PerWah Mobile Application (Fire & Safety) and cloud hosting with change requests, with Vulnerability Assessment and Penetration Testing (VAPT).**<br><br>**Bid No.: MNGL/CP/2026-27/143** |
|---|---|



## COMMERCIAL QUESTIONNAIRE

Date: _____

**Sub:** Bidders confirmation to Commercial Questionnaire

**Tender No:**

**Tender Title:**

Note:

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

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

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

_____

(Stamp & Signature of Bidder)

## BIDDERS ACKNOWLEDGEMENT

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

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

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

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

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

5.0 **EVALUATION OF PRICE BIDS**

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

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

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

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

_____

(Stamp & Signature of Bidder)

| MNGL (INDIA) LIMITED | **Tender for Rate contract for the period of (02) Two years for AMC of PerWah Mobile Application (Fire & Safety) and cloud hosting with change requests, with Vulnerability Assessment and Penetration Testing (VAPT).**<br><br>**Bid No.: MNGL/CP/2026-27/143** |
|---|---|

**CHECK LIST FOR BIDDERS**

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

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

_____

(Stamp & Signature of Bidder)

**F-1**

**BIDDER'S GENERAL INFORMATION**

1.1 Firm Name : _____

1.2 Number of Years in Operation : _____

1.3 Registered Address : _____

_____

_____

1.4 Operation Address : _____
(if different from above)

_____

_____

1.5 Mobile Number : _____

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

1.7 E-mail address : _____

1.8 Website address : _____

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

2.0 Contact Person Details

Name : _____

Mobile No : _____

Email ID : _____

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

_____

(Stamp & Signature of Bidder)

**F-2**

**BID FORM**

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

Dear Sir,

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

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

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

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

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

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

_____
(Stamp & Signature of Bidder)

**F-3**

## BIDDERS FINANCIAL DETAILS

Date: _____

Bidders Legal Name: _____

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

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

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

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

_____

(Stamp & Signature of Bidder)

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

Bank Guarantee No. …… Ref: …… Date ……

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

Dear Sir(s),

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

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

We, the _____ Bank at _____ having our Head Office _____(Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Maharashtra Natural Gas Limited the amount _____ without any reservation, protest, demur and recourse. Any such demand made by MNGL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.
This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be 6 months after the date finally set out for closing of tender]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s _____whose behalf this guarantee is issued.
In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____2023__at_____.

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

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

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

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

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

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

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

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

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

**F-5**

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

Date:

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

Dear Sir,

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

1) Name & Designation _____ Signature _____

2) Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

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

**F-6**

## NO DEVIATION CONFIRMATION

## EXCEPTION AND DEVIATION STATEMENT

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

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

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

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

_____

(Stamp & Signature of Bidder)

**F-7**

**CERTIFICATE**

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

Dear Sir,

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

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

_____

(Stamp & Signature of Bidder)

**F-8**

## DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS

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

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

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

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

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

_____

(Stamp & Signature of Bidder)

**F-9**

**PRESENT COMMITMENTS OF THE BIDDER**

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

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

_____

(Stamp & Signature of Bidder)

**F-10**

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY**

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

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

Dear Sir,

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

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

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

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

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

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

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

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

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

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

Yours faithfully,

_____Bank

By its Constituted Attorney

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

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

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

# GENERAL CONDITIONS OF CONTRACT (GCC - SERVICES)

## ARTICLE 3.1: DEFINITIONS AND INTERPRETATIONS

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

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

**Maharashtra Natural Gas Ltd./OWNER** shall mean MNGL.

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

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

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

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

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

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

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

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

## ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTNT

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

Service provider, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.
Service provider shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.

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

**ARTICLE 3.3: MNGL REPRESENTATIVE**

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

**ARTICLE 3.4: SERVICE PROVIDER REPRESENTATIVE**

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

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

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

**ARTICLE 3.5: PAYMENT TERMS**

3.5.1 The terms of payment shall be as follows:

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

**ARTICLE 3.6: PERFORMANCE GUARANTEE**

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

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

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

**ARTICLE 3.7: CONFIDENTIALITY**

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

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

**ARTICLE 3.8: TAXES AND DUTIES**

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

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

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

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

**ARTICLE 3.9: RESOLUTION OF DISPUTES / ARBITRATION**

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

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

MNGL shall suggest a panel of three independent and distinguished persons to the other party (Service provider) to select any one among them to act as the sole Arbitrator.
In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and MNGL shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the MNGL on the appointment of Sole Arbitrator shall be final and binding on the parties.

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

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

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

**ARTICLE 3.10: LEGAL CONSTRUCTION**

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

**ARTICLE 3.11: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES**

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

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

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

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

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

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

**ARTICLE 3.12: PRICE REDUCTION SCHEDULE (PRS)**

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

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

3.12.3 Please refer penalties in Scope of Work.

**ARTICLE 3.13: ASSIGNMENT**

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

**ARTICLE 3.14: INDUSTRIAL AND INTELLECTUAL PROPERTY**

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

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

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

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

**ARTICLE 3.15: LIABILITIES**

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

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

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

**ARTICLE 3.16: TERMINATION OF CONTRACT**

3.16.1 Termination for Default:

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

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

3.16.2 Termination for Insolvency

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

3.16.3 Termination for convenience

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

**ARTICLE 3.17: MODIFICATION**

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

**ARTICLE 3.18: CONTRACT/AGREEMENT**

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

**ARTICLE 3.19: FORCE MAJEURE**

Shall mean and be limited to the following:

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

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

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

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

**ARTICLE 3.20: RECTIFICATION PERIOD**

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

No deviation from such conditions shall be made without MNGL agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Service provider pursuant to the Contract (irrespective of

whether engineering, design data or other information has been furnished, reviewed or approved by MNGL) are guaranteed to be of the best quality of their respective kinds.

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

**ARTICLE 3.21: SUB-CONTRACT**

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

**ARTICLE 3.22: NOTICES**

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

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

**ARTICLE 3.23: ACQUISITION OF DATA**

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

**Annexure - I to GCC**

**Performa Contract Agreement**

**Service Order No_____**

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

WHEREAS

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

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

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

AND WHEREAS

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

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

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

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

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

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

| | |
|---|---|
| Signed and Delivered for<br>and on behalf of | Signed and Delivered<br>for and on behalf of |
| M/s. _____ | M/s._____ |
| Date: _____ | Date: _____ |
| Place: _____ | Place: _____ |
| IN PRESENCE OF TWO WITNESSES | |
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |

**Annexure – II**

**NON-DISCLOSURE AGREEMENT**

**MAHARASHTRA NATURAL GAS LIMITED**
Through its Authorized Dy. Manager (IT)
Mr.…….
Age: ……. years, Occupation: Service
Authority Letter No. …. Dt…….
A company, duly registered under the
Companies Act, 1956 having its registered office at:
Plot No.27, NarveerTanajiwadi,
PMPML Commercial Building,1st Floor
Shivaji Nagar, Pune - 411 005

Hereinafter for the sake of brevity and convenience called to and referred as the **"FIRST PART",** (which expression, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executor/s, administrators, representative/s, successor/s in title, assign/s, etc.)

**AND**

M/s ……
Through its Authorized …….
Mr. ……
Age: ……. years, Occupation: Service
A company, duly registered under the
Companies Act, 1956 having its registered office at:
…….

Hereinafter for the sake of brevity and convenience called to and referred as the **"SECOND PART",** (which expression, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executor/s, administrators, representative/s, successor/s in title, assign/s, etc.)

**WHEREAS** MNGL and M/s……. (hereinafter individually referred to as the "party" or collectively as the "parties") have entered into contract dated ……. for ……. by vide service order no…… (hereinafter referred to as "said contract").

**WHEREAS** each party has agreed that, subject to the terms and conditions of this agreement, it will maintain in confidence any and all such confidential and proprietary information of the other as may be disclosed to it by the other during the terms hereof; and

will not, either directly or indirectly, on its behalf of others, solicit for employment or hire, or attempt to solicit for employment or hire, any employee of other party.

**WHEREAS** in order to pursue the business purpose of this particular project as specified in Annexure A said contract (the "Business Purpose"), First Part recognize that there is a need to disclose certain information, as defined in clause no. 1 below, to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure. In consideration of First Part's disclosure of such confidential information Second Part agrees as follows:-

1. This Agreement will apply to all confidential and proprietary information disclosed by disclosing party "First part" to receiving party "Second part", including information which the disclosing party identifies in writing or otherwise as confidential during 'confidential period' **before** or **within ……. days** after disclosure to the receiving party *("Confidential Information").*

   *'Confidential information'* means and includes all the information of the First part, its parent concerns, joint venture entities and such other entities that the First part may undertake from time to time and which may pass through or come to the knowledge during the course of business purpose and project with the First part pursuant to the business agreement whether oral or written and shall include but is not limited to trade secrets, knowledge, instruments, data, document, reports, any invoice, statements, logs, records, correspondence, discussions, contracts, know-how, inventions, techniques, processes, plans, algorithm, drawings, copies, lay-out, software programs, source code, semi-conducted designs, schematic designs, business methods, transactions affairs, dealings, finances and accounts, customer lists, contacts, financial information of the First part, sales and marketing plans, business information of the First part/ data provided by the clients / customers of the First part in relation of information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such information, that may be disclosed to Second Part by First Part for and during the business purpose.

2. That Second Part hereby agreed that during the confidentiality period shall use Information only for the purpose and shall hold information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project **as defined in exhibit A,** shall cause its employees to comply with the provisions of this Agreement applicable to the Second part, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties. The Second part may, however, disclose the Information to its consultants and contractors with a need to know; provided that by doing so, the Second part agrees to bind those

consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing part for any breach of those obligations. In case First part request, the Second part shall either return to the First part all confidential information or shall with due written permission of the First part certify that all media containing information have been destroyed.

3. The foregoing restrictions on each part's use or disclosure of Information shall not apply to information that the receiving part can demonstrate: -

   a) Was independently developed by or for the receiving part without reference to the information, or was received without restrictions; or
   b) Has become generally available to the public without breach of confidentiality obligations of the receiving part. The information shall not be deemed to be available to the general public merely because it is embraced by more general information in the prior possession of Recipient or of others, or merely because it is expressed in public literature in general terms not specifically in accordance with the Confidential Information; or
   c) Was in the receiving part's possession without restriction or was known by the receiving part without restriction at the time of disclosure and receiving part declare of possession of such confidential information within a day upon such disclosure by disclosing part; or
   d) Pursuant to a court order or is otherwise required by law to be disclosed', provided that Recipient has notified the disclosing part immediately upon learning of the possibility of any such court order or legal requirement and has given the disclosing part a reasonable opportunity and co-operate with disclosing part to contest or limit the scope of such required disclosure including application for a protective order.
   e) Disclosed with the prior consent of the disclosing part; or
   f) The receiving part obtains or has available from a source other than the disclosing part without breach by the receiving part or such source of any obligation of confidentiality or non-use towards the disclosing part.

4. That the Second part agrees not to remove, share, discuss and disclose any of the Confidential Information without prior written approval from the First part. On request of First part, the Second part shall either return to the First part all confidential information or shall with due written permission of the First part certify that all media containing confidential information have been destroyed.

5. Second part agrees that all confidential information is owned solely by the First part (or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable loss and significant damage to the First part.

6. All the information shall remain the property of the first part and by virtue of disclosing Information or executing this Agreement, the second part does not grant any license,

explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right from the first part. The first part disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by disclosing part to make any purchase or sale, or to enter into any additional agreement of any kind.

7. Disclosing part's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

8. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

9. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither part shall assign this Agreement without first securing the other part's written consent.

10. This Agreement will remain in effect for Three years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the First part in writing.

11. With regard to the confidential information of second part disclosed to first part, first part agrees to comply with all the obligations of second part mentioned in this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.**

First Part Signature: ……  Second Part Signature: ……

Printed Name:……..  Printed Name:……..

Designation: ……  Designation: ……..

**Exhibit A**

**Exhibit A**

1. **Business Purpose**: ……

……..

2. **Confidential Information of M/s _____**

   a. All communication/ information submitted to the MNGL relating to the proposal of M/s _____ for the purpose of procurement and subsequent integration with existing infrastructure of MNGL, marked as confidential.

3. **Confidential Information of MNGL:**

   a. All details relating to architecture and other Network infrastructure details of MNGL etc.

   b. All information shared in oral or in written form by MNGL with M/s----------

   c. Any information desired by M/s ---------- shall be justified for.

   d. Information downloaded or taken in physical form shall be returned/ destroyed after use and not copied.

   e. Draft Technical specifications for the various projects and Tender documents for the same.

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

## SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK

# SCOPE OF WORK

**Scope Of Work of MNGL's PerWAH mobile app**

Two mobile apps need to be maintained:
A. Safety Incidence Reporting
B. Granting permission for Work At Height [WAH]

I. Safety Incidence Reporting
The App records the following in the minimum:

- Type [Incidence / Near Miss]
- Location
- Equipment impacted
- Date (System)
- Time
- Type of concern [should populate a list from database table]
- Root cause
- Details
- Provision for 3 attachments (including video)

On submission e-Mail is triggered to Safety Head and Administrator.
Administrator will login to a browser based application to view and analyze the details.

The incident details will be closed by representative of Safety department with appropriate comment.

Users of the App

- Employees of MNGL [will login using employee id]
- Contract / TPE [will login using an assigned user id / STC Number]
- Categories of users to be maintained in database

II. Permission for Work at Height
Purpose of the App: The Project Area In-charges (AIC) needs to approve commencement of project activity after site inspection for safety compliances. Each AIC has multiple projects and for each project unless she / he inspects the site physically and give clearance the project activity cannot commence for the day. This is causing delays and impacting the project timelines.

A. Granting permission for Work At Height [WAH]

1. TPEs and AICs can access the mobile app using given user-ids and password, created by admin user. Also, a captcha will be displayed on the login form to avoid any automated access in the application.
2. After login with correct login credentials, TPEs can view the list of permits submitted to AICs. On clicking the 'New Permit' button, a blank form will display in which TPE can enter permit details - Job Description (M), Location (M), Building / Society Name (M), Remarks (M)
(M) = Mandatory, (O) = Optional.
3. On this form at the top, TPE's hierarchy will display automatically as State, Geographical Area (GA), Project Area and Charge Area from which he belongs.
4. At the bottom, there will be provision to upload 8 site photographs for the TPE. All 8 photographs uploading options will be displayed with the specific names as defined by MNGL. TPE has to upload the photographs that are clicked from camera. He cannot upload the photographs from his photo gallery.
5. TPEs can view the listing of all the details submitted to AIC and filter them based on 'From Date' and 'To Date' and 'Job Description' wise.
6. Once the site details are submitted by TPEs, the respective AIC should be able to view these details through the application after login.
7. On clicking any of the entered records, AIC can view the entered details and attached photographs.
8. Based on his assessment, AIC can either Approve or Reject TPE's permit. He has to enter the Remarks in the application, which will become mandatory when he rejects any permit and it remains optional when he approves any permit.
9. Once AIC has approved a permit, its status will get updated to 'Live' and TPE can start the work on site.
10. When TPE has completed the work, he will upload 4 site photographs and put his remarks and submit the permit to AIC with status 'Applied for Closure'.
11. AIC will review the received permit along with the attached 4 site photographs and he can either change its status to 'Closed' or keep it live. In both scenarios, AIC has to enter the remarks and send it back to TPE. This to and fro communication between AIC and TPE will continue by the time AIC finally agrees to update the status of the permit to 'Closed'.
12. When Safety Manager inspects the site through physical verification and founds the safety measures are not followed properly then he can approach the concerned AIC. He can login in the web-based portal where he can enter his remarks and change the status to 'Recommended for Suspension'.
13. AIC will view these remarks in the mobile app and based on the Safety Manager's remarks, he can suspend the permit. These details will be passed on to Safety manager and TPE.
14. On receiving the permit's status update, TPE will suspend the work on site.
15. AIC can filter the records received from TPE based on 'From Date' and 'To Date' and TPE wise.
16. The AIC's action will get updated in the application and viewed to TPE in real time.

**Database, Browser development and Hosting**

1. The mobile applications should be developed for both IOS and Android operating systems.
2. Database: MySQL/ Postgres
3. Back end: PHP laravel
4. Proper relationship is built in the backend with regards to TPE and AIC
5. The browser-based application have the following features:
   a. Login by MNGL employees
   b. Review of safety incidents reported by Safety
   c. Creation / modification of hierarchy of reporting relationship
   d. Master data of users
   e. Bidder will assist in hosting the App in Google Play Store and IOS.
6. Bidder will host the application on Amazon cloud (AWS).
7. AWS cloud has to be provided by bidder
8. Considering both the Apps involve storage of images and videos appropriate allocation of data storage is a must.
9. Bidder can manage the backend and browser application.
10. All bug fixes minor changes (up to 4-man days of effort) to be done by the bidder during this period.
11. Bidder will assist in hosting the App in Google Play Store and IOS.
12. Change Request will be Approved by MNGL EIC & after completion Bidder shall raise the invoice.

**Safety and security**

1. Regular updation of application with the latest version of language and platform
2. Ensuring security of application complies with OWASP requirements
3. The web portal should be accessible on all browsers and all operating systems
4. The bidder should ensure regular and incremental backups to avoid any data loss to MNGL incase of any disruption or issue.

**Consideration**:

1. Size of AWS server should be sufficient to manage the requirement of the application
2. Should have space to handle multiple photos being captured
3. The Core, RAM and operating system should give great experience to web portal and mobile app users.
4. Sufficient backup capability on a separate instance
5. Incremental backups and complete backups to be taken by vendor to ensure minimum data loss to MNGL incase of any disruption in server, web or mob application.
6. Availability of relevant technical resources so as to ensure timely updation of any requirements from MNGL.
7. The AWS cloud infrastructure, including all associated servers and data storage, shall be hosted within data centres located in India.

**Payment Terms -**

The terms of payment shall be as follows:
At the end of each quarter.

### 4.0 Price Reduction Schedule (PRS)

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

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

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

# SCHEDULE OF RATES (SOR) – INSTRUCTIONS

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

**Note:**

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

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

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

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

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

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

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(Stamp & Signature of Bidder)